

Decision 97-12-110 December 16, 1997

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Order Instituting Investigation on the Commission's own motion into the operations and practices of A Better Moving and Storage Co., Inc., and Its President Bennet D. Mattingly.

1.97-05-045
(Filed May 21, 1997)

ORIGINAL

O P I N I O N

Summary

This decision adopts an all-party settlement agreement (Settlement) proposed by the Commission's Consumer Services Division (CSD), and supported by A Better Moving and Storage Co., Inc. (ABM) and Bennet D. Mattingly (Mattingly). ABM and Mattingly are the respondents in this proceeding.

The Settlement requires ABM to remedy violations of Commission household goods carrier rules by making restitution for customer overcharges and arbitrating loss and damage claims; suspending operations for thirty days; paying a \$15,000 fine; and refraining from future violations of these rules. The parties also agree that Mattingly will avoid customer contacts for two years and receive counseling or medical attention to address serious behavioral problems exhibited in his dealings with ABM customers. A two-year probationary period, with potential revocation of ABM's operating authority for any violation, is also a part of the Settlement.

Background

ABM is a household goods carrier operating in the Sacramento area and subject to various Commission regulations and tariff rules. Mattingly, ABM's Chief Executive Officer and owner, started the company 14 years ago and manages its day-to-day operations.

CSD is the unit of this Commission which investigates complaints of carriers' infractions of these rules. After CSD received several customer complaints, a CSD

special agent investigated moves ABM had performed between June and August 1996. His investigation was extensive and thorough. He interviewed more than 15 customers, examined 320 moving documents from the period in question, obtained survey responses from customers who moved during that period, and reviewed files of consumer complaints at the Commission's consumer intake complaint unit and the Sacramento office of the Better Business Bureau.

He found 1,146 potential violations of Commission rules and tariff requirements among the documents. The carrier's complaint files revealed a substantial number of customer complaints during 1995 and 1996, as well as a letter declining ABM's request to join the Better Business Bureau because of its complaint history. Of 249 customer surveys he mailed out, 128 were completed and returned, and many contained accounts of ABM's improper handling of moving estimates and charges, loss and damage claims, and poor customer relations. Most disturbing were a number of reports that Mattingly had verbally abused customers, threatening some with bodily harm.

CSD determined that the investigative results showed the respondents had, among other things, failed to respond to loss and damage claims; required notarization of claims forms; given verbal estimates; failed to document moves properly; failed to include ABM's Cal-T number in advertising; employed untrained and inexperienced movers; failed to provide adequate equipment on moving vans; and made threats of violence against customers. This conduct violated various statutes and regulations we enforce. CSD recommended that we revoke the carrier's operating authority. Based upon CSD's report and recommendations, we issued an Order Instituting Investigation and Order to Show Cause (OII) initiating a formal investigation and revocation proceeding.

Underscoring our concern about the seriousness of CSD's allegations, we ordered an expeditious hearing before an administrative law judge (ALJ). At the same time, CSD negotiated a settlement agreement with the respondents. On October 10, 1997, the ALJ held a prehearing conference to determine the status of negotiations, and to fix a procedural schedule and a hearing date. The parties advised the ALJ that they had already reached a tentative settlement agreement, and would move its adoption

promptly. The ALJ fixed a hearing date in the event that prospective settlement proposal was not acceptable.

On October 28 CSD filed the Settlement and a motion proposing its adoption, and on October 30 the respondents filed a document supporting the motion. The principal features of the Settlement are:

- Respondents will suspend operations from December 7, 1997, through January 5, 1998, during which period they will transport no household goods as a subhauler or prime carrier.¹
- Respondents will pay a fine totaling \$15,000 in four equal installments, on a schedule calling for the first payment to be made within 90 days and full payment within approximately two years of our order.
- Respondents will make restitution totaling \$6,096 to specifically identified customers.
- Respondents will offer arbitration of unresolved loss and damage claims to specified customers. The total amount of these claims is \$6,072.50. Arbitration will be conducted at the respondents' expense, customers will be notified of the option to arbitrate by January 1, 1998, and all arbitrations will be completed by March 30, 1998.
- Mattingly will essentially be insulated from having any customer contact for a two-year period. By June 1, 1998, he will commence medical treatment or counseling at his own expense to address his abusive and threatening behavior toward customers, and he will provide certification of the commencement and completion of this counseling to CSD. Additional assurances state that the respondents will not abuse or threaten customers, and that the respondents will comply with all applicable laws, regulations, and decisions.

¹ The parties proposed this settlement to us too late for review and consideration by the Commission's December 3 meeting, the last meeting before the stipulated suspension period. The respondents, in anticipation of receiving approval, turned away customers for that period and took other steps toward suspending operations at that time. With CSD's consent the respondents voluntarily implemented the suspension as planned, and CSD has monitored the respondents' activities. We will approve the settlement with the understanding that the respondents are credited nunc pro tunc with any days they actually suspended operations between these dates, before our order became effective.

- Respondents will be subject to a two-year period of probation, during which the sanction for material violation of the Settlement will be revocation of their operating authority, if proven at a hearing. During this probationary period, the respondents will furnish quarterly reports of specific information about customer complaints to CSD.
- CSD will promptly place a half-page newspaper notice of the Settlement in the Sacramento Business Journal at the respondents' expense.

A complete copy of the Settlement is included as the appendix to the order.

Discussion

The issue we must decide is whether the Settlement is adequate to remedy the respondents' past violations of various statutes and rules as alleged by CIS, and whether it will deter future violations. The OII characterizes these alleged violations as closely resembling those of four of the most egregious household goods carrier cases we have decided in recent years (OII, p. 10). By making this observation we intend to signal our level of concern about the respondents' alleged conduct, and we have scrutinized the Settlement closely to insure that it carries out our purpose of protecting the public from unscrupulous and unfit household goods carriers.

We would not hesitate to reject Settlement if it did not afford the public very substantial protection from future abuses in view of the apparent strength of CSD's case. To receive our approval every settlement must be reasonable in light of the whole record, consistent with law, and in the public interest. (Rule 51.1(e), Rules of Practice and Procedure.) For a settlement among all parties to a proceeding, like the one before us now, specific criteria apply: all active parties must sponsor the settlement; the sponsoring parties must fairly reflect the affected interests; no term of the settlement may contravene statutory provisions or prior Commission decisions; and the settlement must convey sufficient information to permit us to discharge our future regulatory obligations with respect to the parties and their interests. We find that the Settlement satisfies the requirements of both the general rule and the specific criteria for adoption of an all-party settlement, and it provides reassurances against future violations throughout the probationary period which are almost as effective as outright

revocation. CSD and the respondents are the only parties to this proceeding, and each party sponsors the Settlement. All affected interests are represented by these parties, the interests of aggrieved customers being represented by CSD. No term of the Settlement contravenes statutory requirements or prior Commission decisions. And the continuing reporting requirements imposed upon the respondents will provide the additional information we will need to monitor compliance until the end of the probationary period. More importantly, the Settlement will remedy the respondents' past conduct by making aggrieved customers whole, and will prevent its recurrence under CSD's watchful eye, and under the threat of revocation.

The company and its owner appear to be changing their behavior willingly and the harm is less severe than it may at first have appeared. CSD's motion acknowledges that ABM has cooperated during the investigation and is willing to improve its operations, and a set of recent customer survey responses attached to Mattingly's supporting declaration demonstrate that a very substantial number of customers were satisfied with their moves and the treatment they received. The sum to be paid for the fine is appropriate in relation to ABM's 1996 gross income, which was \$650,000 according to Mattingly's declaration. Lastly, the 30-day suspension and the conditions of probation are an adequate deterrent to prevent the recurrence of the type of behavior that prompted our investigation, particularly in view of the change in attitude demonstrated by the respondent.

We will approve the Settlement and adopt it as part of our order. With continued monitoring by CSD we believe that the respondents will conduct their business responsibly and serve the public satisfactorily, and the fine will adequately penalize the respondents for their behavior.

Findings of Fact

1. ABM is a household goods carrier operating principally in the Sacramento area.
2. CSD opened an investigation of ABM principally in response to customer complaints and allegations it had received about ABM's bait-and-switch tactics, excessive loss or damage, ABM's failure to furnish a required informational booklet, its

lack of responsiveness to service complaints, imposition of charges which exceeded written estimates, and behavior which was rude and threatening to customers.

3. CSD's investigator reviewed ABM's shipping documents, surveyed and interviewed ABM customers, and examined complaint files and other records at the Sacramento office of the Better Business Bureau and CSD's own complaint intake unit.

4. Based upon the results of the investigation, CSD determined that ABM and Mattingly had committed numerous violations of the Household Goods Carriers Act and Commission rules and regulations.

5. In response to the CSD investigator's report the Commission issued the OII, which opened this formal investigation, ordered the respondents to show cause why their permit should not be revoked for cause and for lack of fitness, and directed that a public hearing be held before an ALJ concerning the allegations in the report.

6. Before a hearing was convened CSD filed a motion for adoption of the Settlement. The Settlement is signed by all parties to this proceeding. ABM filed a document supporting CSD's motion, which includes a supporting declaration by respondent Mattingly. The full text of the Settlement is appended to our order.

7. The Settlement is reasonable in light of the whole record, consistent with law, and in the public interest.

8. The Settlement is sponsored by all active parties; the parties fairly reflect the affected interests; no term of the Settlement contravenes statutory provisions or prior Commission decisions; and the Settlement conveys sufficient information to permit us to discharge our future regulatory obligations with respect to the parties and their interests.

Conclusions of Law

1. We should adopt the Settlement.

2. CSD should actively monitor the respondents' compliance with the Settlement and statutes, rules, regulations enforced by this Commission, and to the extent possible insure that the Settlement is effective.

O R D E R

IT IS ORDERED that:

1. The written Settlement Agreement executed by and between the Commission's Consumer Services Division, respondent A Better Moving and Storage Company, Inc., and respondent Bennet D. Mattingly, and attached as the Appendix hereto, is approved and adopted as part of this Order.

2. The Consumer Services Division shall promptly review all reports and other compliance filings required to be made by the respondents under the terms of the Settlement, and shall conduct whatever additional investigation and monitoring is necessary to insure that the respondents comply with the terms of the Settlement, and with all statutory requirements and rules, regulations, decisions, orders, and tariffs of this Commission, throughout the period in which it is in effect.

3. In the event that CSD determines that either of the respondents has materially violated any provision of the Settlement during the effective period, CSD shall so advise the Commission immediately, and shall promptly commence a formal proceeding to revoke the respondents' operating authority pursuant to paragraph 8 of the Settlement.

4. In the event that a proceeding is commenced in accordance with the preceding paragraph, CSD shall promptly cause a press release to be issued on behalf of the Commission to newspapers of general circulation in the Sacramento area, advising the public of the pendency of such proceeding. In the event that the proceeding results in revocation of the respondents' operating authority, CSD shall cause a press release to that effect similarly to be issued.

1.97-05-045 ALJ/VDR/tcg

5. 1.97-05-045 is closed.

This order is effective today.

Dated December 16, 1997, at San Francisco, California.

P. GREGORY CONLON

President

JESSIE J. KNIGHT, JR.

HENRY M. DUQUE

JOSIAH L. NEEPER

RICHARD A. BILAS

Commissioners

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Order Instituting Investigation on the Commission's own motion into the operations and practices of A Better Moving and Storage Co., Inc., and Its President Bennet D. Mattingly.

I.97-05-045
(Filed May 21, 1997)

SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is the final and complete expression of the settlement expressed in an August 27, 1997 letter from Robert Cagen to Administrative Law Judge Ryerson, as modified in a September 3, 1997 letter from Michael J. Stecher to Robert Cagen. Both are jointly attached hereto as "Attachment A."

The parties to the Agreement are the Consumer Services Division (CSD), A Better Moving and Storage Company, Inc., (Better Moving), and Better Moving's President Bennet D. Mattingly (Mattingly). Better Moving and Mattingly are collectively "Respondents." Better Moving, Mattingly, and CSD are collectively the "Parties."

The parties agree that this Agreement applies and binds the parties and each of their employees, officers, directors, agents and predecessors and successors in interest.

On May 21, 1997 the Commission issued I.97-05-045, which orders an investigation of Respondents for alleged various violations of the Household Goods Carriers Act, other statutes, and Commission rules and regulations pertaining to Household Goods Carriers. The CSD was charged with investigation of this matter.

WHEREAS, the parties each desire to resolve amicably the dispute among them and to dispose of the issues raised in I.97-05-045;

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises hereinafter made, and intending legally to be bound, the parties, by their authorized representatives, hereby agree and contract as follows:

1. Respondents agree to a suspension of operations for 30 consecutive days, to begin on December 7, 1997 and to end after January 5, 1998. During the suspension period, no transportation of used household goods involving the Respondents shall take place, in which any Respondent acts either as subhauler or prime carrier.
2. Respondents shall pay a total fine of \$15,000, in four payments of \$3750 each, over a two year period. The first payment of \$3750 shall be paid within 90 days of the effective date of this Agreement. The date of the first payment shall carry forward to establish the dates for the remaining payments. The second payment shall thus be due within 210 days of the first payment, the third payment within 390 days of the first payment, and the final payment within 570 days of the first payment. Each payment shall be made payable to the California Public Utilities Commission.
3. Respondents shall pay restitution, totaling \$6,096 to customers, as compensation for Respondents' overcharges. The restitution shall be to each customer shown on Attachment "B", in the amounts shown on the attachment. The payment shall be by check to the customer or, at the customer's sole option, to a designated agent or representative of the customer.
4. Respondents shall offer arbitration to each of the customers listed on Attachment "C". These customers have made claims totaling about \$6072 against respondents for loss and damage. The arbitration expense shall be borne entirely by Respondents. The arbitrations shall be conducted by a professional and experienced arbitration business, to be selected and arranged by Respondents with the ratification of CSD. No later than January 1, 1998 Respondents shall notify in

shall at the time of each notification provide CSD with a copy of each notice.

Respondents shall complete all arbitrations no later than March 30, 1998.

Respondents shall make any and all payments, and shall provide any and all other relief, directed in the arbitrations.

5. Mattingly shall initiate no contact with customers for two years, starting on the effective date of this Agreement. If during this period a customer initiates a communication with Mattingly, Mattingly will promptly refer the matter to another employee or agent. Communications with customers shall be conducted by other employees or agents of Better Moving during such period.

6. Mattingly shall receive medical treatment or counseling, at his expense, to address abuse of customers and threatening behavior. Mattingly shall commence such treatment or counseling no later than June 1, 1998, and shall provide certification to CSD when he has commenced and terminated such treatment or counseling.

7. Respondents agree not to abuse or threaten customers at any time after the effective date of this Agreement. Respondents agree to comply with all laws, regulations, and decisions applicable to Respondents.

8. Respondents agree to a probation period for two years commencing on the effective date of the decision adopting this Agreement. The parties agree that if CSD believes, upon information in its possession, that Respondents have violated the agreement, applicable law, regulations, or decisions, a hearing will be held promptly to ascertain whether a violation has occurred. Respondents agree that the sanction for a material violation during probation will be revocation of operating authority.

9. During the two year probation period, Respondents shall provide CSD with eight quarterly written reports. The first shall be provided no later than 90 days after the effective date of this Agreement, and thereafter each report will be provided no later than 90 days after the previous report. Each report shall contain the following information:

- a) A summary of all complaints made during the probation period against any Respondent or any of the employees.
- b) The nature of each such complaint.
- c) The date upon which the complaint was made.
- d) The person who made the complaint, and the person to whom the complaint was made.
- e) The deposition of the complaint by the Respondents.
- f) Attach copies of all correspondence between Respondents or any of their employees and all complainants.

10. CSD will place a one half page newspaper notice of this Agreement, using the form and language shown on Attachment "D". The parties agree that the notice will be published no later than January 1, 1998 for one day in the Sacramento Business Journal, at the expense of Respondents. Respondents agree to make payment immediately upon notification by CSD.

11. The Parties acknowledge and confirm that they have received sufficient consideration for the settlement set forth in this Agreement, and represent and warrant that no promise or inducement has been made or offered to them except as set forth in this Agreement; that they are executing this Agreement without reliance upon any statement or representation by any person or party released, except as set forth in this Agreement; that they are legally competent to make the settlement set forth in this Agreement and to execute this Agreement, that this Agreement sets forth the entire understanding of the Parties with respect to the terms and conditions of their Agreement; that they have not assigned, transferred or conveyed, or purported to assign, transfer or convey, voluntarily, involuntarily or by operation of law, any or all of their respective rights or claims against the other; that they fully understand their right to discuss with their respective legal counsel any and all aspects of the settlement set forth in this Agreement, that they have availed themselves of that right to the extent they deem necessary, that they and their legal counsel carefully have read and fully understand all of the provisions of the settlement set forth in this Agreement; and that this Agreement cannot be modified except in writing signed by all parties to the modification.

12. The Parties acknowledge and stipulate that this Agreement is fair and is not the result of any fraud, duress, or undue influence exercised by any Party upon another Party or by any other person or persons upon either; that the provisions herein made are adequate, reasonable, and satisfactory to each of them; that they have arrived at the compromise that forms the basis of this Agreement after thorough bargaining, negotiation, and review of the applicable factual allegations and legal authorities and their settlement represents a final and mutually agreeable compromise of the matters set forth in this Agreement. Each Party further acknowledges that, after the execution of this Agreement, he or it may discover facts in addition to or different from those that he or it now knows or believes to be true with respect to matters encompassed by the settlement set forth in this Agreement, but that it is the intention of each Party to settle, and each Party does settle, fully, finally, and forever, the matters set forth in this Agreement notwithstanding the discovery or existence of any such additional or different facts.

13. No individual terms of this Agreement is assented to by any Party except in consideration of another Party's assent to all other terms. Thus, the Agreement is indivisible, and each part is interdependent on each and all other parts. Any Party may withdraw from this Settlement Agreement if the Commission modifies, deletes from, or adds to the disposition of the matters agreed to herein.

14. This Agreement is to be governed and construed in accordance with the laws of the State of California applicable to settlement agreements either entered into or to be performed in the State of California.

15. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one single agreement.

16. The effective date of this Agreement is defined as the date when the Commission approves it by a decision.

IN WITNESS OF the settlement set forth in this Agreement, the Parties, by their authorized representatives, have signed this Settlement Agreement as of the dates below written.

By: William R. Schulte
William R. Schulte
Director

Date: 10/28/97

The Consumer Services Division
Public Utilities Commission
of the State of California

By: Robert Cagen
Robert C. Cagen
Attorney for the Consumer Services
Division Public Utilities Commission
of the State of California

Date: 10/27/97

By: Bennet D. Mattingly
Bennet D. Mattingly

Date: 10-26-97

A Better Moving and Storage Company, Inc.,
and Bennet D. Mattingly, Respondents

By: Michael J. Stecher
Michael J. Stecher
Attorney for A Better Moving and Storage
Company, Inc., and
Bennet D. Mattingly, Respondents

Date: 10/26/97

I.97-05-045 ALJ/VDR/tcg

APPENDIX
Page 7

ATTACHMENT A

PUBLIC UTILITIES COMMISSION

505 VANNESS AVENUE
SAN FRANCISCO CA 94102-3534

August 27, 1997

Honorable Victor Ryerson
Administrative Law Judge
505 Van Ness Avenue
San Francisco, CA 94102

Re: I.97-05-045, A Better Moving and Storage Inc.

Dear Judge Ryerson:

A few days before the prehearing conference scheduled for August 15, I contacted you (with the permission of Mike Stecher) and told you that CSD and a Better Moving Company and Storage (Respondent) had just reached an agreement in principle to settle this matter, subject to the Commission's approval. As I also stated to you, the parties would shortly provide you with a written summary of the agreement. That is the purpose of this letter. The major provisions of the agreement are these:

1. Respondent agrees to a suspension of operations for one month (consecutive days). The suspension will occur during the period February 1, 1998 through February 28, 1998.
2. Respondent will pay a fine of \$15,000, on a quarterly basis over a two year period.
3. Respondent will pay restitution totalling \$6,096 to certain specified customers, as compensation for overcharges.
4. Respondent agrees to offer arbitration, to be held at its costs, to specified customers who have made claims of about \$4,300 for loss and damage. Respondent agrees to make payments, in compliance with the arbitration. The arbitration will be offered by a date to be specified in the final agreement.
5. Ben Mattingly agrees to medical treatment or counseling, at his expense, to address his abuse of customers and his threats to them. During the two year probation period, Mattingly agrees to have no contact with customers. (subject to the parameters to be set forth in the final agreement).
6. Respondent agrees that its employees will not be abusive or threatening to customers, and agrees to comply with all applicable laws, regulations, and decisions.

Victor Ryerson
Administrative Law Judge
August 27, 1997
Page 2

APPENDIX
Page 9

7. Respondent agrees to probation for two years following the Commission approval of the settlement. If CSD finds that Respondent has violated this agreement, applicable law, regulations, or decisions, a hearing will be held to promptly ascertain whether a violation has occurred. Respondent agrees that the sanction for any material violation during probation will be revocation of operating authority.
8. Respondent will pay for newspaper notice, to be published in the Sacramento Business Journal, of this settlement and suspension. The Notice will be designed by CSD.
9. CSD will send a letter to Respondent's counsel confirming that it will not seek criminal sanctions against Respondent for any matters specified in this investigation. The parties understand that CSD and other staff will cooperate with any investigation or prosecution of Respondent or the personnel by another agency or law enforcement group.
10. By the end of September 1997 the parties will present a complete and executed agreement to Administrative Law Judge Ryerson.

I have provided a draft of this letter to Mr. Stecher, who agrees that it accurately states the agreement the parties have reached. We appreciate your continuance of the prehearing conference to allow the parties an opportunity to finalize an agreement.

Very truly yours,



Robert C. Cagen
Staff Counsel

RCC:afm

cc: William Waldorf
Curtis Jung
Michael Stecher

SILVER, ROSEN, FISCHER & STECHER

PROFESSIONAL CORPORATION

88 KEARNY STREET, SUITE 1500

SAN FRANCISCO, CALIFORNIA 94108

E-MAIL: srfsaw@pacbell.net

FAX: (415) 421-6919

MICHAEL J. STECHER

(415) 421-6743

September 3, 1997

Mr. Robert A. Cagen
Legal Department
California Public Utilities Commission
505 Van Ness Avenue, 5th Floor
San Francisco, CA 94102

Re: A Better Moving & Storage - OII - I-97-05-045

Dear Bob:

The following will confirm our telephone conference of today wherein we agreed to amend Paragraph 1 of your August 27, 1997 letter to Judge Victor Ryerson as follows:

1. "Respondent agrees to a suspension of operations for 30 consecutive days to begin on December 7, 1997".

If you have any questions with regard to the above, please do not hesitate to contact me.

Very truly yours,


Michael J. Stecher

MJS:pam

cc: Mr. Ben Mattingly, A Better Moving & Storage
Honorable Victor Ryerson

cagenpuc.903

I.97-05-045 ALJ/VDR/tcg

APPENDIX
Page 11

ATTACHMENT B

A Better Moving & Storage - Customer Restitution

<u>NAME</u>	<u>DOM</u>	<u>AMOUNT</u>	<u>REASON</u>
1. Toohey, Thomas	6/23/96	\$ 400	Overcharge
2. Sanders, Barbara	4/7/96	436	Overcharge
3. Peruch, John	7/2/96	389	Overcharge
4. Patrick McMenamin	4/6/96	1,103	Overcharge
5. Pamela Edwards	8/29/96	291	Overcharge
6. Szostak, Matilda	6/9/95	97	Overcharge
7. Risch, Michael	6/5/96	643	Overcharge
8. Stewart, Richard	6/27/96	72	Overcharge
9. Dudley, Iris	6/15/96	235	Overcharge
10. Dai Zovi, Cathy	10/17/96	1,065	Overcharge
11. Brown, Kim	9/2/96	538	Overcharge
12. Lund, Margaret	6/5/96	822	Overcharge
TOTAL		\$ 6,096	

ATTACHMENT C

A Better Moving & Storage - Customer Arbitration

<u>NAME</u>	<u>DOM</u>	<u>AMOUNT</u>	<u>REASON</u>
1. Trower, Thomas	7/9/96	3,560	Loss/Damage
2. Toth, Bill	8/30/96	475	Loss/Damage
3. Dal Zovi, Cathy	10/17/96	1,837.50	Loss/Damage
4. George, Virginia	12/21/95	200	Loss/Damage
TOTAL		6,072.50	

I.97-05-045 ALJ/VDR/tcg

APPENDIX
Page 15

ATTACHMENT D



PUBLIC NOTICE

The California Public Utilities Commission (CPUC) which licenses and regulates used household goods (moving) companies within California has recently concluded its investigation of a moving company by entering into a settlement agreement. The mover is Bennet Mattingly doing business as A Better Moving and Storage Company (Cal T-170,373) located at 6640 Fair Oaks Boulevard, Carmichael, California. This company was allegedly charged with violations of Commission regulations and unlawful business practices which included providing unlawful verbal estimates, failure to respond to loss and damage claims, threats to customers and CPUC staff, failure to provide consumer information to customers, charging more than the "not to exceed" price or estimate, failure to provide "Agreements For Service" prior to the commencement of moves, failure to provide qualified and experienced movers as well as equipment of adequate size, along with other violations of the Maximum Rate Tariff 4 issued by the Commission on September 1, 1992. The terms of the settlement agreement include:

1. Suspension of operating authority for thirty (30) days.
2. Payment of a fine of \$15,000.
3. Immediate cessation of any abusive language or threats to anyone in the course of business operations.
4. Restitution to specified customers.
5. A two year monitored and supervised probationary period.
6. Placement of this public notice.

The CPUC considers these measure sufficient to correct the problems noted in its investigation and in its efforts to protect California consumers. This settlement agreement does not prevent any other customers from using any appropriate means to obtain an amount of restitution that may be owing them as a result of the carrier's conduct.