

Decision 00-06-013 June 8, 2000

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
NIR BEN-DAVID and AMIT MINES, a
Partnership Doing Business as RIGHT ON
TIME MOVING (T-177,360)

Respondents.

Investigation 99-06-038
(Filed June 24, 1999)

In the Matter of the Order Instituting
Investigation on the Commission's Own
Motion into the Operations and Practices of
MON-VAN MOVING SERVICES (T-167,489),
And Its President, GARY R. GRUBB,

Respondents.

Investigation 99-06-039
(Filed June 24, 1999)

O P I N I O N

Summary

We approve settlements in the investigations of two household goods movers. The settlements require payments of substantial penalties, restitution for loss and damage of customers' property, and continued reporting and monitoring during a period of probation.

Background

• This decision will close two proceedings to investigate similar allegations by the Commission's Consumer Services Division (CSD) concerning Los Angeles

– area household goods movers. The decision follows negotiation and proposal for adoption of settlements entered into by CSD and the respective movers prior to the conduct of a formal evidentiary hearing in each proceeding.

Investigation (I.) 99-06-038

On June 24, 1999, we issued an order instituting a formal investigation (OII) of the operations and practices of Nir Ben-David and Amit Mines, a partnership doing business as Right On Time Moving (Right on Time). Issuance of the OII was supported by a CSD declaration which set forth facts demonstrating that Right on Time may have:

- Violated § 5286 of the Pub. Util. Code by conducting operations as a household goods carrier during a period of suspension of its permit.
- Violated § 5139 of the Pub. Util. Code and General Order (G.O.) 100-M by failing to procure, and continue in effect so long as they conducted operations as a household goods carrier, adequate protection against liability imposed by law upon carriers.
- Violated § 5245 of the Pub. Util. Code by giving estimates not in writing or not based upon visual inspection of the goods to be moved, in violation of Item 108 of the Commission's Maximum Rate Tariff 4 (MAX 4).
- Violated § 5245 of the Pub. Util. Code by assessing charges in excess of the amount of the Estimate on estimated moves, in violation of Item 108 of MAX 4.
- Violated § 5245 of the Pub. Util. Code and Item 108 of MAX 4 for assessing additional charges not previously disclosed to its customers.
- Violated § 5139 of the Pub. Util. Code, Item 128(2)(q) of MAX 4 and § 17200 of the

California Business and Professions Code through use of the device of an unreasonably high preprinted Not To Exceed Price of \$20,000 which has no relevance to services actually performed.

- Violated § 5139 of the Pub. Util. Code and G.O. 142 by permitting the use of inadequately trained or supervised crews and by failing to make a reasonable effort to determine the size of motor vehicle equipment appropriate for moving services requested.
- Violated § 5139 of the Pub. Util. Code and Item 92 of MAX 4 by failing to acknowledge and process loss and damage claims in a timely manner.
- Violated § 5139 of the Pub. Util. Code and Item 128 of MAX 4 by failing to execute and provide an Agreement For Service to each shipper prior to commencement of any service.
- Violated § 5139 of the Pub. Util. Code and Item 88 of MAX 4 by misleading advertising about the scope of services offered to the public.
- Violated § 5139 of the Pub. Util. Code and Item 120 of MAX 4 by failing to include required information on a Change Order For Services.
- Violated § 5139 of the Pub. Util. Code and Item 88(8)(e) of MAX 4 by quoting or estimating a lower rate or charge knowing that the actual rate or charge will be more than the quote or estimate.
- Violated § 5139 of the Pub. Util. Code and Item 88 of MAX 4 by failing to furnish to each prospective shipper a copy of the information specified in Item 470 of MAX 4.
- Violated § 5139 of the Pub. Util. Code and Items 128 and 132 of MAX 4 by failing to show required information on shipping documents, including points of origin and destination,

loading, unloading, driving times, signatures, dates, names of shippers, consignees and a Not To Exceed Price.

The Administrative Law Judge (ALJ) held a prehearing conference (PHC) in Los Angeles on July 27, 1999, which the assigned Commissioner attended. An evidentiary hearing (EH) was set for October 18, 1999. However, CSD filed its motion for adoption of the parties' joint settlement agreement on October 12, and the EH was taken off calendar. Consequently, there is no evidence of record concerning the allegations in the OII.

The settlement agreement is signed by both partners of the business, and by the CSD's director. Summarized in material part, the parties agree to several remedies under the terms of the settlement:

- Right on Time will be subject to a two-year probationary period, during which the company will be subject to special compliance requirements, noncompliance with which will subject the company to immediate suspension of its operating rights for 20 days.
- Right on Time will pay a fine totaling \$10,000, payable in 20 monthly installment of \$500 apiece unless accelerated by reason of compliance with other settlement terms.
- Right on Time will pay restitution to each customer (all of whom are listed on an attachment to the settlement) who has filed a claim for overcharges, losses, and damages against Right on Time. Payments must be made within one year, and will be sent to CSD for recordation and disbursement. Any claims which have not been liquidated will be submitted to arbitration or mediation (as agreed between the respective claimant and the company), and thereafter paid by the company.

- In contemplation that Right on Time will reorganize as a corporation, the company will take the necessary steps to transfer its operating authority (and all of its liabilities) to the new entity.
- Right on Time will file semi-annual reports containing specified compliance information during the two-year probationary period.

A copy of the written settlement agreement is attached as Appendix A to this decision.

I.99-06-039

On June 24, 1999, we issued an OII regarding the operations and practices of Mon-Van Moving Services, Inc., and its President, Gary R. Grubb (Mon-Van). Issuance of the OII was supported by a CSD declaration which set forth facts demonstrating that Mon-Van may have:

- Violated § 5286 of the Pub. Util. Code by conducting operations as a household goods carrier during a period when its permit was suspended.
- Violated § 5135 of the Pub. Util. Code by failing to notify the Commission in writing within 30 days that the individual qualified by examination ceased to be connected with the permit holder.
- Violated § 5225 of the Pub. Util. Code by failing to provide timely access to its records upon request of authorized representatives of the Commission.
- Violated § 5139 of the Pub. Util. Code, and Item 92 of MAX 4 by failing to acknowledge and process loss and damage claims in a timely manner.
- Violated § 5139 of the Pub. Util. Code and Item 88 of MAX 4 by failing to furnish to each prospective

shipper a copy of the information specified in Item 470 of MAX 4.

- Violated § 5139 of the Pub. Util. Code, and Item 128 of MAX 4 by failing to provide an Agreement For Moving Services prior to commencement of any service.
- Violated § 5139 of the Pub. Util. Code, and Item 132 of MAX 4 by failing to issue a Shipping Order and Freight Bill to each shipper.
- Violated § 5139 of the Pub. Util. Code, and Items 128 and 132 of MAX 4 by failing to show required information on shipping documents, including points of origin and destination, insurance valuation declarations, times, signatures, dates, and a Not To Exceed Price.
- Violated § 5139 of the Pub. Util. Code and G.O. 142 by permitting the use of inadequately trained or supervised crews and by failing to make a reasonable effort to determine the size of motor vehicle equipment appropriate for moving services requested.
- Violated § 5245 of the Pub. Util. Code and Item 108 of MAX 4 by giving estimates not in writing or not based upon visual inspection of the goods to be moved.

The ALJ held a PHC in Los Angeles on July 27, 1999, which the assigned Commissioner attended. An EH was set for October 20, but on October 18 was continued to a date to be set at CSD's request in contemplation of the pending settlement. On November 5, CSD filed its Motion to Adopt the settlement and to cancel Mon-Van's current operating permit. There is no evidentiary record concerning the allegations set forth in the OIL.

On April 13, 1999, Mon-Van had filed a petition in the Los Angeles County Superior Court for court supervision of its corporate wind up and

dissolution pursuant to Corporations Code Section 1904(a). (Los Angeles Superior Court Case No. GS005003.) This did not come to the attention of CSD, and therefore the Commission, until sometime after the OII was issued.

Consequently, one feature of the settlement requires Mon-Van to surrender and agree to cancellation of its operating permit, T-167,489. The Motion states that Mon-Van wishes to operate under permit T-178,958 of Premier Van Lines, Inc., (Premier), which is also a signatory of the written settlement agreement. Respondent Gary R. Grubb is the president and sole shareholder of both corporations. Premier and Mon-Van agree to assume joint and several responsibility for payment of the stipulated fine and restitution of customers' funds.

The settlement agreement is signed by Grubb on behalf of himself and as president of Mon-Van and Premier, and by CSD's director. In material part it provides as follows:

- Mon-Van's current operating permit will be surrendered and cancelled.
- Mon-Van/Premier will pay a fine of \$10,000 in 20 consecutive monthly payments of \$500 apiece, unless accelerated for failure to comply with other terms of the agreement.
- Mon-Van/Premier will pay restitution to each customer (as listed in an attachment to the settlement) who has filed a claim with the Commission for overcharges, losses, and damages, within 180 days after adoption of the settlement, and within 720 days will resolve by arbitration or mediation (as agreed between the respective claimants and the company) any as yet unliquidated claims.

- Mon-Van/Premier will file semi-annual reports containing specified compliance information for two years after adoption of the settlement.

A copy of the written settlement agreement is attached as Appendix B to this discussion.

Discussion

Both settlements are all-party settlements, because they have been signed by all active parties in each respective proceeding. Although there are others, i.e., aggrieved customers, who have a stake in the outcome of each proceeding, they are accounted for in the attachments to the written settlement agreements. The issue before us is whether the settlement in each instance satisfies our criteria for adoption as part of a Commission order.

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, such as the two settlements here, 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 each of the settlements satisfies the requirements of both the general rule and the specific criteria for adoption of all-party settlements.

In each instance, all affected interests (i.e., those of the sponsors of the settlement, aggrieved customers, and the public generally) are reflected. No term of either settlement contravenes statutory requirements or prior Commission decisions. The two-year periodic compliance reporting requirement

will provide the additional information we will need to monitor each respondent's future conduct until the end of the probationary period. The requirements for approval of an all-party settlement are consequently satisfied.

The public interest is well-served by these two documents. Aggrieved customers will receive restitution for their losses, whenever demonstrated. Each company is penalized for reprehensible behavior which might have been proven to have occurred by paying a substantial penalty. Deterrence is afforded by the imposition of probationary reporting requirements. The consequences are within the realm of what could be achieved through litigation and are therefore reasonable. (See Malacha Hydro Partnership v. Pacific Gas and Electric Company, 41 CPUC2d 66, 72 (1991).) Consistency with the law is demonstrated by the nature of the allegations in the OII and the scope of the remedies afforded by the settlements. Our criteria for adoption are satisfied.

Conclusion

We will approve the proposed settlements in I.99-06-038 and I.99-06-039, and grant CSD's motion to cancel permit T-167,489.

Public Utilities Code Section 311 (g)

The draft decision of ALJ Ryerson grants the relief requested in these all-party settlements. Consequently, under Pub. Util. Code § 311(g)(2), the draft decision was not subject to a public comment period.

Findings of Fact

1. The OIIs in I.99-06-038 and I.99-06-039 were issued June 24, 1999. Both OIIs allege various violations by the respective respondents of the Household Goods Carriers Act (Pub. Util. Code § 5101 et seq.), the Commission's Maximum

Rate Tariff 4, and Commission General Orders pertaining to household goods carriers.

2. The parties in I.99-06-038 and I.99-06-039 have respectively negotiated settlements in each proceeding, and have requested that the Commission adopt each settlement as part of its order herein. The proposed settlement in I.99-09-038 is attached as Appendix A, and the proposed settlement in I.99-06-039 is attached as Appendix B.

3. The settlement proposed for adoption in each of these proceedings addresses the allegations contained in the OII, and includes remedies therefor.

4. Each of the settlements is reasonable in light of the whole record, consistent with law, and in the public interest.

5. Each of the settlements is sponsored by all active parties; the parties fairly reflect the affected interests in each instance; no term of either settlement contravenes statutory provisions or prior Commission decisions; and each 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. The Commission should adopt each of the settlements herein.
2. CSD's motion to cancel permit T-167,489 should be granted.
3. This order should be made effective immediately so as to promptly carry out the remedial measures in the adopted settlements.

O R D E R

IT IS ORDERED that:

1. The written settlement agreement executed by and among the Commission's Consumer Services Division (CSD), and Nir Ben-David and

I.99-06-038, I.99-06-039 ALJ/VDR/avs

Amit Mines, doing business as Right on Time Moving (T-177-360), in Investigation (I.) 99-06-038, attached as Appendix A hereto, is approved and adopted as part of this Order.

2. The written settlement agreement executed by and among CSD, Gary R. Grubb, Mon-Van Moving Services, Inc. (T-167,489) and Premier Van Lines, Inc. (T-178,958), in I.99-06-039, attached as Appendix B hereto, is approved and adopted as part of this Order.

3. Household goods carrier permit T-167-489, is hereby cancelled.

4. I.99-06-038 and I.99-06-039 are closed.

This order is effective today.

Dated June 8, 2000, at San Francisco, California.

LORETTA M. LYNCH
President
HENRY M. DUQUE
JOSIAH L. NEEPER
RICHARD A. BILAS
CARL W. WOOD
Commissioners

I.99-06-038, I.99-06-039 ALJ/VDR/avs

APPENDIX A

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 |) | I. 99-06-038 |
| Practices Of NIR BEN-DAVID And AMIT |) | (Issued June 24, 1999) |
| MINES. A Partnership Doing Business As |) | |
| RIGHT ON TIME MOVING (T-177.360). |) | |
| |) | |
| Respondents. |) | |
| _____ |) | |

SETTLEMENT AGREEMENT

The Parties to this Settlement Agreement (Agreement) are as follows:

- CONSUMER SERVICES DIVISION (CSD) of the CALIFORNIA PUBLIC UTILITIES COMMISSION (Commission);
- NIR BEN-DAVID and AMIT MINES. organized as a partnership and doing business in California as a household goods carrier. RIGHT ON TIME MOVING (ROTM). pursuant to Commission permit T-177.360 (Respondents); and.
- any legal successors, assigns, partners, members, agents, parent or subsidiary companies, affiliates, divisions, units, officers, directors, shareholders, and/or employees of such individuals, NIR BEN-DAVID or AMIT MINES, or of ROTM.

On June 24, 1999, the Commission issued I. 99-06-038, an order instituting an investigation of Respondents for alleged violations of the California Household Goods Carriers Act. CSD, which is responsible for enforcing compliance with the Commission's rules and regulations, investigated the operations and practices of Respondents.

Nir Ben-David and Amit Mines
Right on Time/1.99-06-038
Settlement Agreement

On or about December 1998, the assigned CSD Special Agent Hossein Salaami (Badge No. 2018) completed his investigation and subsequently presented his findings in a Declaration with attachments thereto (CSD Declaration).

On June 24, 1999, the Commission issued its Order Instituting Investigation (OI) in this matter. On July 2, 1999, CSD Special Agent James H. Badgett, personally served Respondents with a copy of that OI and the CSD Declaration.

On July 27, 1999, a Prehearing Conference was held in Los Angeles, California, at which Ben-David appeared alone. The assigned Administrative Law Judge Victor Ryerson at that time scheduled an evidentiary hearing for Monday at 9:30 a.m., October 18, 1999, in Los Angeles, California.

WHEREAS, the Parties seek to avoid the expense, inconvenience, and uncertainty of the administrative hearing scheduled for October 18, 1999:

WHEREAS, the Parties wish to resolve amicably and expeditiously this proceeding, 1.98-06-038:

WHEREAS, Respondents hereby stipulate to the facts set forth in the CSD Declaration, which has or will be entered into evidence in this proceeding:

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter made, and intending legally to be bound by this Agreement, the Parties hereby agree to settle this controversy as follows:

1. A suspension of Respondents household goods carrier operations shall be imposed for TWENTY (20) consecutive calendar days; however, CSD will request the Commission to stay such suspension during Respondents' Probation Period, as defined herein. The Probation Period shall begin on the date when the Commission finally adopts this Agreement and end SEVEN HUNDRED TWENTY (720) consecutive calendar days later. During all such Probation Period, Respondents shall comply with all terms and conditions of this Agreement and any material breach thereof shall constitute grounds

for CSD initiating a compliance hearing or other appropriate proceeding as described below, which may include lifting the stay and re-imposing the suspension.

2. Respondents shall pay a total fine of TEN THOUSAND DOLLARS (\$10,000.00), payable in TWENTY (20) consecutive monthly payments of FIVE HUNDRED DOLLARS (\$ 500.00) each. The first payment of FIVE HUNDRED DOLLARS (\$ 500.00) shall be due and payable within THIRTY (30) consecutive calendar days following the date when the Commission finally adopts this Agreement. Each subsequent consecutive monthly payment of FIVE HUNDRED DOLLARS (\$ 500.00) shall be due and payable within THIRTY (30) days following the date when Respondents' previous payment became due and payable. Each such payment shall be in the form of a company or cashier check, made payable to the California Public Utilities Commission, and sent to the Commission in care of William G. Waldorf, CPUC, Supervisor, Consumer Services Division, 505 Van Ness Ave, San Francisco CA 94102, or such other person as the Commission may designate.
3. Respondents shall pay restitution in an amount and to each customer, as set forth in Attachment "A" hereof, which lists customer claims for overcharges, losses, and damages filed against Respondents with the Commission. Each such payment shall be in the form of a company check made payable to the customer. The payment should first be sent to William G. Waldorf of CSD for recordation, who will then forward it to the customer in question. All customer restitution described in this paragraph must be made within THREE HUNDRED SIXTY (360) consecutive calendar days following the date when the Commission finally adopts this Agreement. Respondents' failure to pay any customer within such time and in the amount set forth in Attachment A, shall constitute a material breach of this Agreement.
4. Respondents shall submit for alternative dispute resolution (e.g., arbitration or mediation) as mutually agreed upon by Respondents and the customers, the customer claims listed on Attachment "B" hereof and any other customer claims not so

mentioned. Respondents shall comply with the resulting decision. Such alternative dispute resolution shall begin prior to or by the date when the Commission finally adopts this Agreement and comply with Section 92 of the Maximum Rate Tariff No. 4 (MAX 4). Within SEVEN HUNDRED TWENTY (720) consecutive calendar days following the date when the Commission finally adopts this Agreement, all customer claims listed in Attachment "B" must be resolved. Failure to do so shall constitute a material breach of this Agreement.

5. Respondents shall provide adequate equipment and ensure proper supervision and training of its employees in accordance with General Order 142.
6. Respondents shall immediately comply with all pertinent Commission rules and regulations and other State statutes.
7. By the date when the Commission finally approves this Agreement, Respondents shall have applied for a transfer of its household goods carrier permit T-177.360 to the California corporation formed by Respondents to replace their partnership. See California Public Utilities Code (PUC) Sections 5133 and 5284. Failure to file such application by that time shall constitute a material breach of this Agreement.
8. In accordance with PUC Section 5135, Nir Ben-David will sponsor the corporation referenced above and take the requisite examinations to establish his knowledge and ability to engage in business as a household goods carrier.
9. Respondents shall provide all customers with job estimates only in writing and not verbally, as required by PUC Section 5245 and MAX 4, Section 108.
10. Respondents shall charge customers only those amounts disclosed and described specifically in writing, including charges for any services unrelated to the specific service agreed to by the customer in writing (e.g., Respondent agrees not to use such provisions as "Not To Exceed Price of \$20,000").
11. Respondents shall properly complete and provide shipping documents and/or

information booklets to its customers in accordance with pertinent provisions of MAX 4.

12. Respondents shall timely acknowledge and process all claims for lost or damaged items as required by MAX 4, Section 92.

13. Respondents acknowledge and agree that if during the Probation Period, Respondents violate any terms and conditions of this Agreement, Commission rules and regulations, applicable law, or any PUC or judicial decision, CSD may initiate an compliance hearing or other Commission proceeding for purposes of, but not limited to, compelling Respondents' immediate payment of any and all of the TEN THOUSAND DOLLARS (\$10,000.00) fine that remains unpaid as of the date such action begins. This may also include any restitution or other monies declared as owing but not paid to any customer by Respondents. Respondents agree not to contest such proceedings.

14. During Respondents' Probation Period, Respondents shall file with CSD four semi-annual written reports. The first shall be provided no later than ONE HUNDRED EIGHTY (180) consecutive calendar days after the date when the Commission finally adopts this Agreement, and thereafter each subsequent report shall be provided no later than ONE HUNDRED EIGHTY (180) consecutive calendar days following the due date of the prior report. Each report shall be filed with William. G. Waldorf, CPUC, CSD Supervisor, California Public Utilities Commission, 505 Van Ness Avenue, San Francisco, CA 94102-3298, and contain the following data:

- a. A summary of Respondents' compliance with numbered paragraphs 3 through 5 of this Agreement as stated above;
- b. A summary of all consumer complaints made against Respondents or any of its employees during the Probation Period;
- c. The nature and date of each such complaint;
- d. The name, address, and telephone number of the complainant, and to

whom such complaint was made:

- e. The disposition of the complaint by the Respondents; and
- f. A copy of all correspondence or other written communication between Respondents or any of its employees and the complainant.

15. The Parties agree that the Commission has primary jurisdiction over any interpretation, enforcement, or remedies pertaining to this Agreement. No Party may bring an action pertaining to this Agreement in any local, state, or federal court or administrative agency without first having exhausted its administrative remedies at the Commission.
16. The Parties acknowledge that this Agreement is subject to approval by the Commission. As soon as practicable after all the Parties have signed this Agreement, the Parties shall jointly file a Motion for Commission approval hereof. The Parties shall furnish such additional information, documents, and or testimony as may be required by the Commission in granting said Motion and adopting this Agreement.
17. Respondents 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.
18. The provisions of this Agreement are not severable. If any Party fails to perform its respective obligations under this Agreement, the Agreement may be regarded as rescinded. Further, if the Commission or any court of competent jurisdiction overrules or modifies any material provision of this Agreement as legally invalid, this Agreement shall be deemed rescinded as of the date such ruling or modification becomes final.
19. The Parties acknowledge and stipulate that they are agreeing to this Agreement freely, voluntarily, and without any fraud, duress, or undue influence by any other Party. Each Party hereby states that it has read and fully understands its rights, privileges, and duties under this Agreement. Respondents further acknowledge full understanding of their right to discuss this Agreement with their respective legal counsel (if any), and have

availed themselves of that right to the extent they deem necessary. In executing this Agreement, each Party declares that the provisions herein are fair, adequate, reasonable, and mutually agreeable. Respondents further acknowledge that as set forth in this Agreement, no promise or inducement has been made or offered them.

20. Each Party further acknowledges that after the execution of this Agreement, discovery may continue of facts that are in addition to or different from those known or believed to be true by any of the Parties. However, 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 such discovery.
21. This Agreement constitutes the Parties' entire Agreement, which cannot be amended or modified without the express written and signed consent of all Parties hereto.
22. No Party has relied or presently relies upon any statement, promise or representation by any other Party, whether oral or written, except as specifically set forth in this Agreement. Each Party expressly assumes the risk of any mistake of law or fact made by such Party or its authorized representative.
23. This Agreement may be executed in any number of separate counterparts by the different Parties hereto with the same effect as if all Parties had signed one and the same document. All such counterparts shall be deemed to be an original and shall together constitute one and the same Agreement.
24. This Agreement shall be binding upon the respective Parties hereto, their legal successors, assigns, partners, members, agents, parent or subsidiary companies, affiliates, divisions, units, officers, directors, and/or shareholders.
25. This Agreement shall become effective and binding on the Parties as of the date it is fully executed herein.

IN WITNESS WHEREOF, the Parties, hereto have set their hands on the day and in the year indicated below.

Nir Ben-David and Amit Mines
Right on Time/I.99-06-038
Settlement Agreement

By: William R. Schulte
WILLIAM R. SCHULTE
Director
Consumer Services Division
California Public Utilities Commission

Date: 10/8/99

By: Cleveland W. Lee
CLEVELAND W. LEE
Attorney for
Consumer Services Division
California Public Utilities Commission

Date: 10/13/99

By: _____
NIR BEN-DAVID
Partner - Right On Time Moving. Respondents

Date: _____

By: _____
AMIT MINES
Partner - Right On Time Moving. Respondents

Date: _____

Nir Ben-David and Amit Mines
Right on Time/I.99-06-038
Settlement Agreement

ATTACHMENT A

RIGHT ON TIME MOVING - CUSTOMER RESTITUTION

| <u>NAME</u> | <u>AMOUNT</u> | <u>REASON</u> |
|---|---------------|--|
| 1. Sherry Starks 5046 Toyon Way Antioch, CA 94509 | \$2,317.89 | Overcharge, BBB Arbitration Ruling |
| 2. David Sontag 14005 Palawan Way Marina del Rey, CA 90292 | \$ 538 | Loss/Damage, Shipper Booklet (MAX 4, Item 88) |
| 3. Lorna D'Onofrio 3925 Casanova Avenue San Mateo, CA 94403 | \$ 100 | Loss Damage |
| 4. Joetta Forsyth 11666 Montana Ave. #205 Los Angeles, CA 90049 | \$ 642 | Overcharge |
| 5. Mark E. Brown 3227 Herman Avenue San Diego, CA 92104 | \$2,992.62 | Overcharge (Also ARBITRATION #5-Loss/Damage) |
| 6. Yvonne Moultrie 13880 Sayre St. Sylmar, CA 91342 | \$ 100 | Overcharge |
| 7. Hiro Martin Los Angeles, CA | \$ 80 | Loss-Damage |

Nir Ben-David and Amit Mines
Right on Time/I.99-06-038
Settlement Agreement

ATTACHMENT A

| | | |
|---|----------|--|
| 8. Kimberly Howell 6451 Kanan Dume Road Malibu, CA 90265 | \$ 100 | Shipper Booklet MAX 4. Item 88 |
| 9. Humphrey Lu 3470 Gamet St. #150 Torrance, CA 90503 | \$ 100 | Shipper Booklet MAX 4. Item 88 |
| 10. Patrick Gromnor 301 E. Ocean #1200 Long Beach, CA 90802 | \$ 100 | Shipper Booklet MAX 4. Item 88 |
| 11. H. McCorkindale 132 S. Sweetzer Ave. #4 Los Angeles, CA 90048 | \$ 100 | Shipper Booklet (Also ARBITRATION #11) MAX 4. Item 88 |
| 12. Jan T. Plischke Conservator 4928 Conejo Road Fallbrook, CA 92028 | \$ 1,066 | Judgment. Small Claims Court Penal Code Section 166 |

TOTAL RESTITUTION: \$ 8,236.51

Nir Ben-David and Amit Mines
Right on Time/L99-06-038
Settlement Agreement

ATTACHMENT B

RIGHT ON TIME MOVING - CUSTOMER ARBITRATION

| <u>NAME</u> | <u>AMOUNT</u> | <u>REASON</u> |
|---|--|--|
| 1. Keith Knudsen 980 Rachael Road Sonoma, CA 95476 | \$ 3,771 | Overcharge |
| 2. Stephanie Arland 5860 Riverton Avenue North Hollywood, CA 91601 | \$ 3,000 | Loss Damage, Failure To Deliver Items |
| 3. Michael Vallino 401 Avenue G, #22 Redondo beach, CA 90277 | \$ _____ | Overcharge |
| 4. Joanna Lee 1551 Greenfield Ave. #304 Los Angeles, CA 90025 | \$ 7,300 | Loss Damage |
| 5. Mark E. Brown 3227 Herman Ave. San Diego, CA 92104 | \$ 700 \$ 2,992.62 (RESTITUTION #5) | Loss Damage |
| 6. Joe Davis 28302 Camino La Ronda San Juan Capistrano, CA 92627 | \$ 7,500 | Loss Damage |
| 7. Ross Hashemi 24355 Dry Canyon Cold Creek Rd. Calabasas, CA 91302 | \$ 8,500 | Loss Damage |

Nir Ben-David and Amit Mines
Right on Time/L99-06-038
Settlement Agreement

ARBITRATION PAGE TWO

- | | | |
|--|------------------------------------|-------------|
| 8. Sandra Potop 4949 Genesta Avenue Encino, CA 91316 | \$ _____ | Loss/Damage |
| 9. Judith Kobayashi 6226 Halbrent Avenue Van Nuys, CA 91411 | \$ 1,000 | Loss/Damage |
| 10. Farhad Songhorian 117 N. Gale Drive #305 Beverly Hills, CA 90211 | \$ 1,000 | Loss Damage |
| 11. Heather Mccorkindale 132 S. Sweetzer Ave. #4 Los Angeles, CA 90048 | \$ 400 \$ 100 (RESTITUTION #11) | Loss Damage |
| 12. Lisa Kalin 2049 Camden Avenue Los Angeles, CA 90025 | \$ _____ | Overcharge |
| 13. A. Graham Low 407 Timberhead Lane Foster City, CA 94404 | \$ _____ | Loss/Damage |
| 14. Afsaneh Maghsoudy 111 Corwin St. #2 San Francisco, CA 94114 | \$ _____ | Loss Damage |

APPENDIX B

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 MON-VAN MOVING
SERVICES, INC. (T-167,489),
And Its President, GARY R. GRUBB,

I.99-06-039

Respondents.

SETTLEMENT AGREEMENT

The Parties to this Settlement Agreement (Agreement) are as follows:

- CONSUMER SERVICES DIVISION (CSD) of the CALIFORNIA PUBLIC UTILITIES COMMISSION (COMMISSION);
- GARY R. GRUBB (GRUBB), an individual doing business in California as the sole officer and shareholder of the following incorporated household goods carriers;
- MON-VAN MOVING SERVICES, INC. (MON-VAN), a California corporation operating pursuant to Commission household goods carrier permit T-167,489;
- PREMIER VAN LINES, INC. (PREMIER) a California corporation operating pursuant to Commission household goods carrier permit T-178,958; and
- any legal successors, assigns, partners, members, agents, corporations (e.g., parent, subsidiaries, affiliates), divisions, units, officers, directors, and/or shareholders of GARY R. GRUBB, MON-VAN, and/or PREMIER.

For purposes of this Agreement, GARY R. GRUBB, MON-VAN, and PREMIER are hereinafter collectively referred to as "Respondents." Further, CSD and Respondents constitute the "Parties" herein.

CSD, which is responsible for enforcing compliance with Commission rules and regulations, assigned CSD Special Agent Nicholas Castro to investigate the operations and practices of Respondents. On March 5, 1999, CSD completed its investigation and subsequently presented the Commission its findings in a Declaration (CSD Declaration).

On April 13, 1999, Mon-Van filed for voluntary dissolution in a Los Angeles County superior court. Subsequently on or about July 14, 1999, Mon-Van's attorney, Evan L. Smith (Smith), informed CSD of this filing, which is attached hereto as Exhibit 1.

On June 24, 1999, in I.99-06-039 the Commission ordered an investigation of the practices and operations of Mon-Van. Grubb was included as a Respondent. On or about July 12, 1999, CSD Special Agent Toni Crowley personally served Respondents with a copy of that OII and the CSD Declaration.

On or about July 27, 1999, a Prehearing Conference (PHC) was held in Los Angeles, California. The assigned Administrative Law Judge Victor Ryerson (ALJ) scheduled an evidentiary hearing for Wednesday, at 10:00 a.m., October 20, 1999, in Los Angeles, California.

On or about October 14, 1999, Smith told CSD that the Mon-Van was still awaiting a court appearance in its voluntary dissolution proceeding. He was uncertain when the court would issue an order of dissolution.

WHEREAS, the Parties seek to avoid the expense, inconvenience, and uncertainty of the administrative hearing scheduled for October 20, 1999;

WHEREAS, the Parties wish to resolve amicably and expeditiously this proceeding, I.99-06-039; .

WHEREAS, the Respondents acknowledge that pursuant to California Constitution, Article XII, section 8, no city, county, or other public body may encumber, revoke, or otherwise regulate Respondents' household goods carrier permits, over which the California Legislature has granted regulatory power to the Commission. *See e.g.*,

California Public Utilities Code (CPUC) sections 5140 & 5284;

WHEREAS, Respondents agree to be jointly and severally responsible for implementing the provisions of this Agreement, including but not limited to paying the fines and/or customer restitution as described below;

WHEREAS, Respondents hereby stipulate to the facts set forth in the CSD Declaration and entered into evidence in this proceeding;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter made, and intending legally to be bound by this Agreement, the Parties hereby agree to settle this controversy as follows:

1. Pursuant to California Public Utilities Code (CPUC) section 5285(b), Respondents voluntarily surrender Mon-Van's operating permit T- 167,489, and hereby join CSD in requesting that the Commission cancel operating permit T- 167,489, effective on the date of the Commission order adopting this Agreement.
2. Pursuant to CPUC section 5313, Respondents agree to jointly and/or severally pay a fine of TEN THOUSAND DOLLARS (\$10,000.00), payable in TWENTY (20) consecutive monthly payments of FIVE HUNDRED DOLLARS (\$ 500.00) each. Each payment of FIVE HUNDRED DOLLARS (\$ 500.00) shall be due, payable and received by CSD on the first of each month, beginning with the month following the date of the Commission order adopting this Agreement. If such check is not received by CSD by the FIFTEENTH (15th) day of the month, such payment will be regarded as unpaid, and Respondents shall consequently have materially breached this Agreement. Further, each payment shall be in the form of a company check made payable to the California Public Utilities Commission and mailed in care of William G. Waldorf, CPUC, Supervisor, Consumer Services Division, 505 Van Ness Ave, San Francisco CA 94102, or such other person as the Commission may designate. If any such company check is returned to the Commission for insufficient funds, Respondents must within FIVE-(5) calendar days deliver a cashier check to replace the company check. Failure to deliver this cashier check shall be regarded as Respondents' material breach of this Agreement.

3. Respondents agree to jointly or severally pay restitution in an amount and to each customer, as set forth in Attachment "A"¹ hereof. Respondents may submit data to CSD within TEN (10) calendar days after the effective date of this Agreement, that Respondents have complied with this provision and Attachment A regarding certain complainants. CSD will review such data and within a reasonable amount of time, either accept or reject such data as proof that Respondents' have made restitution to the complainants in question. If CSD disagrees with Respondents, Respondents will pay the restitution amount, as directed by CSD.

Pursuant to the provision stated above, each restitution payment shall be in the form of a company check made payable to the customer. The payment should first be sent to William G. Waldorf of CSD (as indicated above) for recordation, who will then forward it to the customer. All customer restitution described herein must be made within ONE HUNDRED EIGHTY (180) consecutive calendar days following the date when the Commission orders adoption of this Agreement. Respondents' failure to pay any customer restitution listed in Attachment "A" within the time and in the amount stated above or as CSD directs, shall constitute a material breach of this Agreement.

4. Respondents shall expeditiously resolve informally or by an alternative dispute resolution method (e.g., arbitration or mediation) as mutually agreed upon by Respondents and the customer, the customer claims listed in Attachment "B" hereto. Within SEVEN HUNDRED TWENTY (720) consecutive calendar days following the date when the Commission orders this Agreement adopted, all customer claims listed in Attachment "B" must be informally resolved, mediated, or arbitrated, and the outcome thereof must be implemented. Failure to do so shall constitute a material breach of this Agreement.
5. Any customer claims not listed in Attachments "A" or "B," shall be resolved in accordance with Item 92 of Maximum Rate Tariff 4 (MAX 4).
6. Respondents shall provide adequate equipment and ensure proper supervision and training of its employees in accordance with General Order 142.

¹. Attachment A lists customer claims for overcharges, losses, and damages filed against

7. Respondents shall provide all customers with job estimates only in writing and not verbally, as required by PUC section 5245 and Item 108 of MAX 4.
8. Respondents shall charge customers only those amounts disclosed and described specifically in writing, including charges for any services unrelated to the specific service agreed to by the customer in writing (e.g., Respondent agrees not to use such provisions as "Not To Exceed Price of \$20,000").
9. Respondents shall properly complete and provide shipping documents and/or information booklets to its customers in accordance with Item 88 of MAX 4, as amended by Commission Resolution TL-18878, dated January 20, 1999 (mimeo).
10. Respondents shall timely acknowledge and process all claims for lost or damaged items in accordance with Item 92 of MAX 4.
11. Respondents hereby acknowledge their understanding that upon a material breach of this Agreement, or any Commission order, rule, or regulation, and pursuant to CPUC section 5285(b), the Commission may on its own initiative, after notice and opportunity to be heard, suspend or revoke any of Respondents' household goods carrier permits. Such Commission action may also include but not be limited to, compelling Respondents' immediate payment, either jointly and/or severally, of any and all of the TEN THOUSAND DOLLARS (\$10,000.00) fine that remains unpaid as when such proceeding is initiated; and of any and all customer restitution adjudged as owed to customers but yet unpaid by Respondents.
12. Pursuant to CPUC section 5221, Respondents shall periodically file with CSD four semi-annual written reports during a two year period of time, beginning on the date when the Commission orders approval of this Agreement and ending SEVEN HUNDRED TWENTY (720) consecutive calendar days thereafter. The first report shall be provided no later than ONE HUNDRED EIGHTY (180) consecutive calendar days after the beginning date. Thereafter, each subsequent report shall be provided no later than ONE HUNDRED EIGHTY (180) consecutive calendar days following the

Respondents with the Commission.

due date of the prior report. Each report shall be under oath; signed by GARY R. GRUBB, filed with William. G. Waldorf, CPUC, CSD Supervisor, California Public Utilities Commission, 505 Van Ness Avenue, San Francisco, CA 94102-3298, and contain the following data:

- a. A summary of Respondents' compliance with numbered paragraphs 2 through 5 of this Agreement as stated above;
- b. A summary of all consumer complaints made against Respondents or any of its employees during the Probation Period;
- c. The nature and date of each such complaint;
- d. The name, address, and telephone number of the complainant, and to whom such complaint was made;
- e. The disposition of the complaint by the Respondents; and
- f. A copy of all correspondence or other written communication between Respondents or any of its employees, and the complainant.

Failure to make the reports described above shall constitute a material breach of this Agreement.

13. The Parties agree that the Commission has primary jurisdiction over any interpretation, enforcement, or remedies pertaining to this Agreement, as indicated by California Constitution, Article XII, section 8. No Party may bring an action pertaining to this Agreement in any local, state, or federal court or administrative agency without first having exhausted its administrative remedies at the Commission. If appropriate within their discretion, Respondents will file a copy of this Agreement as executed by all the Parties, with the Los Angeles County superior court reviewing Mon-Van's petition for voluntary dissolution.
14. The Parties acknowledge that this Agreement is subject to approval by the Commission. As soon as practicable after all the Parties have signed this Agreement, CSD shall file a Motion requesting Commission adoption. The Parties shall furnish such additional information, documents, and/or testimony as the Commission may require in granting said Motion and adopting this Agreement.

15. The provisions of this Agreement are not severable. If any Party fails to perform its respective obligations under this Agreement, the Agreement may be regarded as rescinded. Further, if the Commission or any court of competent jurisdiction overrules or modifies any material provision of this Agreement as legally invalid, this Agreement shall be deemed rescinded as of the date such ruling or modification becomes final.
16. The Parties acknowledge and stipulate that they are agreeing to this Agreement freely, voluntarily, and without any fraud, duress, or undue influence by any Party. Each Party hereby states that it has read and fully understands its rights, privileges, and duties under this Agreement. Respondents further acknowledge full understanding of their right to discuss this Agreement with their respective legal counsel, and have availed themselves of that right to the extent they deem necessary. In executing this Agreement, each Party declares that the provisions herein are fair, adequate, reasonable, and mutually agreeable. Respondents further acknowledge that as set forth in this Agreement, no promise or inducement has been made or offered them.
17. Each Party further acknowledges that after the execution of this Agreement, discovery may continue of facts that are in addition to or different from those known or believed to be true by any of the Parties. Respondents agree to co-operate fully with such inquiries. However, 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 such discovery.
18. This Agreement constitutes the Parties' entire Agreement, which cannot be amended or modified without the express written and signed consent of all the Parties hereto.
19. No Party has relied or presently relies upon any statement, promise or representation by any other Party, whether oral or written, except as specifically set forth in this Agreement. Each Party expressly assumes the risk of any mistake of law or fact made by such Party or its authorized representative.
20. This Agreement may be executed in any number of separate counterparts by the different Parties hereto with the same effect as if all Parties had signed one and the same document. All such counterparts shall be deemed to be an original and shall

together constitute one and the same Agreement.

21. This Agreement shall be binding upon the respective Parties hereto, their legal successors, assigns, partners, members, agents, corporations (e.g., parent, subsidiaries, affiliates), divisions, units, officers, directors, and/or shareholders.

22. This Agreement shall become effective and binding on the Parties as of the date it is fully executed.

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IN WITNESS WHEREOF, the Parties, hereto have set their hands on the day and in the year indicated below.

CONSUMER SERVICES DIVISION

By: William R. Schulte
 WILLIAM R. SCHULTE
 Director

Date: 11/3/99

By: Cleveland W. Lee
 CLEVELAND W. LEE
 Staff Counsel
 Attorney for Consumer Services Division

Date: 10/23/99

By: Gary R. Grubb
 GARY R. GRUBB

Date: 10-28-99

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OCT-25-1999 15:44

P. 11/13

MON-VAN MOVING SERVICES, INC.,

By: [Signature]
President

Date: 10-28-99

By: EVAN L. SMITH

EVAN L. SMITH

Attorney for Mon-Van Moving Services, Inc.

Date: 11-3-99

PREMIER VAN LINES, INC.

By: [Signature]
President

Date: 10-28-99

ATTACHMENT A

CUSTOMER RESTITUTION

| <u>NAME</u> | <u>AMOUNT</u> | <u>REASON</u> |
|---|---------------|---|
| 1. MRS. VIONE COX 15834 ESQUILINE DRIVE CHINO HILLS, CA 91709 | \$ 619.00 | OVERCHARGE LOSS/DAMAGE |
| 2. MS. GLORIA MCGUIRE 620 S. PRAIRE PLACE ANAHIEM HILLS, CA 92807 | 5,046.00 | SMALL CLAIMS COURT JUDGEMENT-PENAL CODE (PC) SEC. 166 |
| 3. MS. JOAN TRACEY 37 MIDWAY ST. #1 SAN FRANCISCO, CA 94133 | 357.00 | LOSS/DAMAGE |
| 4. MS. STACEY BERKOWITZ 2258 WOODISDE LANE #3 SACRAMENTO, CA 95825 | 1,926.00 | SMALL CLAIMS COURT JUDGEMENT SEC. 166 PC |
| 5. MS. HEIDI BARRON 405 MARIN OAKS DR. NOVATO, CA 94949 | 769.00 | LOSS/DAMAGE |
| 6. RICHARD AULT, Ph.D. 2511 MOUNTAIN AVENUE CLAREMONT, CA 91711 | 3,328.00 | SMALL CLAIMS COURT JUDGEMENT SEC. 166 PC |
| 7. MS. PATRICIA GUY 2121 ONEIDA CIRCLE DANVILLE, CA 94526 | 54.00 | SERVICE WARDROBE BOXES |
| 8. MR. BRUNO MARCHINI 9000 HOWARD RD. STOCKTON, CA 95206-9675 | 3,100.00 | LOSS/DAMAGE |
| 9. MICHAEL RUPPRECHT ATTORNEY AT LAW 18 CROW CANYON COURT, STE 160 SAN RAMON, CA 94583 | 600.00 | LOSS/DAMAGE FAILURE TO DELIVER REFRIGERATOR |

TOTAL CUSTOMER RESTITUTION: \$ 15,799.00

ATTACHMENT B

CUSTOMER ARBITRATION

| <u>NAME</u> | <u>AMOUNT</u> | <u>REASON</u> |
|--|------------------|----------------------------------|
| 1. MRS. MARILYN HEINTZ 2000 CAMANCHE RD. #240 IONE, CA 95640 | \$ _____ | LOSS/DAMAGE |
| 2. CARL STEPHENSON 191 HIDDEN LANE VALLEY SPRINGS, CA 95252 | \$ _____ | LOSS/DAMAGE |
| 3. MS. CHARLENE WALTON 22 OCEAN CREST COURT RANCHO PALOS VERDES, CA 90275-5462 | \$ _____ | LOSS/DAMAGE |
| 4. THERESA WARFIELD 4161 GEORGE AVE. #4 SAN MATEO, CA 94403 | \$ <u>10,000</u> | LOSS/DAMAGE |
| 5. VEERAPPAN NACHIAPPAN 20297 ARGONAUT DRIVE SARATOGA, CA 95070 | \$ _____ | SERVICE-FTA FAILURE TO APPEAR |
| 6. ROBERT B. GARRETT 1800 PACIFIC AVENUE #804 SAN FRANCISCO, CA 94109 | \$ _____ | LOSS/DAMAGE SERVICE |
| 7. S. SCHUTERMAN-KASDAS HERENSINGEL 102 1382 VS WEESP HOLLAND | \$ _____ | LOSS/DAMAGE |
| 8. MS. ROSE MARIE NELSON 27150 SHADEL SP. #106 | \$ _____ | LOSS/DAMAGE |

EXHIBIT 1

1 EVAN L. SMITH/BAR NO. 101369
2 LAW OFFICES OF EVAN L. SMITH
3 8A Village Loop Road-Suite 339
4 Pomona, California 91766
5 Telephone: (909) 865-0724
6 Fax: (909) 865-4486

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Attorneys for Petitioner,
Mon-Van Moving Services, Inc.

FILED

APR 13 1999

CLERK
DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

MON-VAN MOVING SERVICES, INC., a)
California corporation in)
Voluntary Dissolution,)
Petitioner.)

CASE NO. **CS005003**
PETITION FOR COURT
SUPERVISION OF VOLUNTARY
CORPORATE WIND UP
[Corp. Code § 1904(a)]

DATE:
TIME:
PLACE:

Petitioner alleges:

1. Petitioner Mon-Van Moving Services, Inc., a
California corporation, ("Mon-Van") is, and at all times herein
mentioned was, a corporation duly organized and existing under and
by virtue of the laws of the State of California, with its
principal office in the City of Monrovia, Los Angeles County,
California.

2. Mon-Van is in the process of winding up and
dissolving by virtue of the adoption, on March 1, 1999, of
resolutions by the shareholder and directors of the corporation
electing to wind up and dissolve pursuant to the provisions of

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1 Corporations Code § 1904(a).

2 3. Supervision by the court over all matters concerning
3 the voluntary winding up of the affairs of the corporation is
4 necessary for the protection of the Petitioner and all parties in
5 interest in that Mon-Van is in the process of liquidating, and
6 needs an orderly claims mechanism with assurance to creditors of
7 independent oversight to protect the rights of all creditors
8 equally, rather than having to deal with a myriad of claims and
9 lawsuits from aggressive creditors in different venues that
10 increase administrative costs and raise the possibility of unequal
11 treatment.

12 WHEREFORE, Petitioner prays as follows:

13 1. That the court decree a winding up and dissolution
14 of the corporation and make such orders as to any and all matters
15 concerning the winding up of the affairs of the corporation and
16 for the protection of creditors and shareholders as justice and
17 equity may require;

18 2. That the court give and make its order prescribing
19 what notice shall be given to persons interested in the
20 corporation including creditors and shareholders;

21 3. That on its hearing of this Petition this court give
22 and make its order and decree assuming jurisdiction over the
23 winding up of the affairs of the corporation, including all
24 matters contained in §§ 1802-1808, inclusive, of the Corporations
25 Code; and

26 ///

27 PETITION FOR COURT SUPERVISION OF VOLUNTARY CORPORATE WIND UP

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- 2 -

1 4. For such other and further relief as the court deems
2 proper.

3 Dated: April 12, 1999

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LAW OFFICES OF EVAN L. SMITH

6

7

By Evan L. Smith
EVAN L. SMITH

8

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Attorneys for PETITIONER
MON-VAN MOVING SERVICES, INC.

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PETITION FOR COURT SUPERVISION OF VOLUNTARY CORPORATE WIND UP

- 3 -

Evan L. Smith
3998A0LS.PLO

NICK CASTRO

PAGE 04

FILED

APR 13 1999

JUDICIAL CLERK

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

CASE NUMBER

GS005003

VS.

Plaintiff(s)

Defendant(s)

**NOTICE OF STATUS
CONFERENCE**

TO PLAINTIFF(S) AND THE ATTORNEY OF RECORD:

YOU ARE HEREBY NOTIFIED THAT THE ABOVE MATTER HAS BEEN SET FOR STATUS CONFERENCE
ON OCT 14 1999 AT 8:30 A.M. IN DEPARTMENT NE-4 OF THE NORTHEAST DISTRICT, 300 EAST WALNUT
ST., PASADENA, CALIFORNIA 91101.

**COUNSEL SHOULD BE FAMILIAR WITH LOS ANGELES COUNTY
SUPERIOR COURT RULES, LOCAL RULES, RULE 1300, ET SEQ.**

In accordance with *LASC Rules*, Rule Ch. 7, *et seq.*, a status conference has been set at this date, time and place set forth above. All attorneys
of record and all parties appearing *in propria persona* are ordered to attend. At this conference the court may:

1. Order the case to arbitration or mediation. If the case is ordered to arbitration or mediation an arbitrator or mediator and two
alternates will be selected by all counsel at this hearing.
2. Order the case transferred to Municipal Court.
3. Dismiss unserved named parties.
4. Impose sanctions for failure to comply with Chapter seven (7) time standards.
5. Set the matter for trial.

If you failed to appear at the conference, the case will be dismissed.

YOU ARE ORDERED:

To give written notice of this hearing to, and serve a copy of this notice, together with a copy of the enclosed policy memorandum, on
all parties to the action with service of the summons and complaint.

No notice of this conference will be given by this court to any party or attorney other than plaintiff. The plaintiff (or Cross-
complainant) is responsible for service of this notice.

Proof of Service of this notice should be included on the Proof of Service of the Summons and Complaint.

APR 13 1999

ate:

Thomas W. Stover

THOMAS W. STOVER, Supervising Judge

CERTIFICATE OF SERVICE

- [] I am not a party to the within action and I certify that I personally served a true copy of the above notice to the plaintiff or his attorney of record by delivering the copy to the designated representative/attorney service at the time of filing of the original complaint.
- [] I am not a party to the within action, and I certify that I personally served a true copy of the above notice to the plaintiff or his attorney of record by delivering the copy to counsel for plaintiff in propria persona in person this date.
- [] I am not a party to the within action and I certify that I personally served a true copy of the above notice to the plaintiff or his attorney of record addressed as listed by placing the copy in a sealed envelope with postage prepaid and depositing in the United States Post Office at Los Angeles County.

Date: APR 13 1999

John A. Clarke, Executive Officer/Clerk of the
Superior Court of the State of California,
County of Los Angeles

By: [Signature] Deputy



THE DOCUMENT TO WHICH THIS CERTIFICATE IS
ATTACHED IS A FULL, TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE AND OF RECORD IN
MY OFFICE

ATTEST JUL 21 1999

JOHN A. CLARKE, EXECUTIVE OFFICER/CLERK
OF THE SUPERIOR COURT OF CALIFORNIA,
COUNTY OF LOS ANGELES

[Signature] DEPUTY
GEORGINA MORENO

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

SHORT CASE TITLE

CASE NUMBER

In re: MON-VAN MOVING SERVICES, INC., a
California corporation in Voluntary Dissolution,

CERTIFICATE OF ASSIGNMENT

Peritioner.

File this certificate with all cases presented for filing in all districts of the Los Angeles Superior Court.

☐ JURY TRIAL

☐ NON-JURY TRIAL

☐ TIME ESTIMATED FOR TRIAL N/A ☐ HOURS, ☐ DAYS

Northeast

The undersigned declares that the above entitled matter is filed for proceedings in the _____ District of the Los Angeles Superior Court under Section 392 et seq., Code of Civil Procedure and Rule 2 (b), (c) and (d) of this court for the reasons checked below. The address of the accident, performance, party detention, place of business, or other factor which qualifies this case for filing in the above designated district is as follows:

NAME INDICATE TITLE OR OTHER QUALIFYING FACTOR:

Party and Place of Business

ADDRESS

1705 South Mountain Avenue, Monrovia, CA 91016

City
Monrovia

State
CA

Zip Code
91016

CHECK ONLY ONE NATURE OF ACTION.

| NATURE OF ACTION | GROUND | NATURE OF ACTION | GROUND |
|---|--|--|--|
| <input type="checkbox"/> A7100 Vehicle Accident | Local Rule 2 sets forth the provisions for mandatory filings in the Central District and optional filings in the Central District or District other than the Central District in "Los Angeles County." | <input type="checkbox"/> No. of Minors Involved: _____ | One or more of the parties (plaintiff, defendant, or child) resides within the district.** |
| <input type="checkbox"/> A7210 Med Malpractice | | <input type="checkbox"/> A5520 Regular Dissolution | |
| <input type="checkbox"/> A7200 Other Personal Inj. | | <input type="checkbox"/> A5525 Summary Dissolution | |
| <input type="checkbox"/> A7220 Product Liability | | <input type="checkbox"/> A5530 Nullity | |
| <input type="checkbox"/> A6050 Other Malpractice | | <input type="checkbox"/> A5510 Legal Separation | |
| <input type="checkbox"/> A6012 Collection/Note | | <input type="checkbox"/> A6135 Foreign Support | |
| <input type="checkbox"/> A6040 Injunct. Relief | | <input type="checkbox"/> A6136 Foreign Custody | |
| <input type="checkbox"/> A6030 Declar. Relief | | <input type="checkbox"/> A6122 Domestic Violence | |
| <input type="checkbox"/> A6170 Late Claim Relief | | <input type="checkbox"/> A6130 Family Law Complaint-Other | |
| <input type="checkbox"/> A6000 Other Complaint (Specify): _____ | If this is a Class Action, mark this box: <input type="checkbox"/> Class Action | <input type="checkbox"/> No. of Minors Involved: _____ | Child resides or deceased father's probate would be filed in the district.** |
| <input type="checkbox"/> A6011 Contract/Commercial | Performance in the district is expressly provided for.** | <input type="checkbox"/> A6080 Paternity | |
| <input type="checkbox"/> A7300 Eminent Domain/Inverse Condemnation | The property is located within the district.** | <input type="checkbox"/> A6131 DA Paternity (DA use only) | |
| <input type="checkbox"/> No. of Parcels: _____ | | <input type="checkbox"/> A6133 DA Agreement (DA use only) | |
| <input type="checkbox"/> A6020 Landlord/Tenant (UD) | | <input type="checkbox"/> A6000 Habeas Corpus Family Law | Child is held within the district.** |
| <input type="checkbox"/> A6060 Real Property Rights | | <input type="checkbox"/> A6101 Agency Adoption | Petitioner resides within the district.** |
| <input type="checkbox"/> A6140 Admin Award | The administrative tribunal is located within the district.** | <input type="checkbox"/> A6102 Independent Adoption | |
| <input type="checkbox"/> A6150 Abstract | The judgment debtor holds property within the district.** | <input type="checkbox"/> A6104 Stepparent Adoption | or |
| <input type="checkbox"/> A6141 Sister State Judgment | | <input type="checkbox"/> A6103 Adult Adoption | Consent to out-of-state adoption. |
| <input type="checkbox"/> A6107 Confession of Judgment | | <input type="checkbox"/> A6106 Sole Custody Petition | consentor resides within the district.** |
| <input type="checkbox"/> A7221 Asbestos Pers. Inj. | Must be filed in the Central District. | <input type="checkbox"/> A6105 Abandonment | |
| <input type="checkbox"/> A6070 Asbestos Prop. Dam. | | <input type="checkbox"/> A6210 Probate with Letters Testamentary | Decedent resided within the district.** |
| <input type="checkbox"/> A6137 RESL Initiating Petition | | <input type="checkbox"/> A6211 Probate with Letters Administration | or |
| <input type="checkbox"/> A6138 RESL Responding Petition | | <input type="checkbox"/> A6212 Letters of Administration | Decedent resided out of the district. |
| <input type="checkbox"/> A6139 RESL Reg of Foreign Support | | <input type="checkbox"/> A6213 Letters of Special Administration | but held property within the district.** |
| <input type="checkbox"/> A6111 Minor's Contract | | <input type="checkbox"/> A6214 Set Aside Sm. Estate (6602 PC) | or |
| <input type="checkbox"/> A6190 Election Contest | | <input type="checkbox"/> A6215 Spousal Property | Petitioner, conservatee or ward resides within this district.** |
| <input type="checkbox"/> A6110 Name Change | One or more of the parties (plaintiff, defendant, or child) resides within the district.** | <input type="checkbox"/> A6216 Succession to Real Property | |
| <input checked="" type="checkbox"/> A6121 Civil Harassment | | <input type="checkbox"/> A6217 Summary Probate (7660 PC) | |
| <input type="checkbox"/> A6100 Other Petition (Specify): <u>Corp. Code Sec. 1904(a)</u> | | <input type="checkbox"/> A6218 Real Prop. Sm. Value (13200 PC) | |
| <input type="checkbox"/> A6151 Mandamus | The defendant functions wholly within the district.** | <input type="checkbox"/> A6230 Conservatorship P & E | |
| <input type="checkbox"/> A6152 Prohibition | | <input type="checkbox"/> A6231 Conservatorship Person | |
| <input type="checkbox"/> A6150 Other Writ (Specify): _____ | | <input type="checkbox"/> A6232 Conservatorship Estate | |
| | | <input type="checkbox"/> A6233 Medical Treatment without Consent | |
| | | <input type="checkbox"/> A6240 Guardianship P & E | |
| | | <input type="checkbox"/> A6241 Guardianship Person | |
| | | <input type="checkbox"/> A6242 Guardianship Estate | |
| | | <input type="checkbox"/> A6243 Spouse Lacks Capacity | |
| | | <input type="checkbox"/> A6254 Trust Proceedings | |
| | | <input type="checkbox"/> A6260 Comp. Minor's Claim | |
| | | <input type="checkbox"/> A6180 Petition to Establish Fact of Birth, Death or Marriage. | |
| | | <input type="checkbox"/> A6200 Probate Other | |
| | | (Specify): _____ | |

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and this declaration was executed on April 13, 1999 at Monrovia California

[Signature]

(SIGNATURE OF ATTORNEY/FILING PARTY)

*Perogative writs concerning a Court of interior jurisdiction shall be filed in Central District
**Rule 2 allows optional filing in Central District

THE COURT MAY IMPOSE SANCTIONS AND OTHER PENALTIES FOR FAILING TO FILE IN THE PROPER DISTRICT

New Civil Case Filing Instructions

Effective July 1, 1995, all persons filing new civil actions with the Los Angeles County Superior Court will be required to comply with the following procedures.

Pursuant to Superior Court Local Rules, Rule 2 (d), this "Certificate of Assignment" must be completed and filed with the Court along with the original Complaint or Petition in ALL cases filed in any district (including the Central District) of the Los Angeles County Superior Court.

PLEASE HAVE THE FOLLOWING DOCUMENTS COMPLETED AND READY TO BE FILED ALONG WITH YOUR ORIGINAL CIVIL COMPLAINT OR PETITION:

1. Original Complaint or Petition.
 2. One copy of the *caption or front page (or as many pages as necessary) of the Complaint or Petition* to show the names of ALL the parties involved in the case.
 3. This "Certificate of Assignment" form, completely filled out. * (Superior Court Form Number 4, revised 4/97)
 4. Civil Case Cover Sheet required by California Rule of Court 982.2(b)(1).
 5. Payment in full of the filing fee or an Order of the Court waiving payment of filing fees.
 6. Additional copies of documents presented for endorsement.
- * With the exception of personal injury cases, and those types of actions required to be filed in the Central District by Local Court Rule 2, all civil actions may be optionally filed either in the Central District, or in whichever other district the rule would allow them to be filed. When a party elects to file an action in the Central District which would also be eligible for filing in one or more of the other districts, this form shall be submitted with location information completed on the reverse.

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document entitled
“**MOTION TO HAVE THE COMMISSION ADOPT THE ALL PARTIES’ JOINT
SETTLEMENT AGREEMENT AND TO CANCEL RESPONDENTS’ PERMIT
T-167,489**” upon all known parties of record in this proceeding by mailing by first-class
mail a copy thereof properly addressed to each party.

Dated at San Francisco, California, this 5th day of November, 1999.

/s/ NELLY SARMIENTO

NELLY SARMIENTO

(END OF APPENDIX B)