

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3298



August 22, 2001

TO: PARTIES OF RECORD IN INVESTIGATION 00-09-003  
DECISION 01-08-035, Mailed 8/22/01

On July 19, 2001, a Presiding Officer's Decision in this proceeding was mailed to all parties. Public Utilities Code Section 1701.2 and Rule 8.2 of the Commission's Rules of Practice and Procedures provide that the Presiding Officer's Decision becomes the decision of the Commission 30 days after its mailing unless an appeal to the Commission or a request for review has been filed.

No timely appeals to the Commission or requests for review have been filed. Therefore, the Presiding Officer's Decision is now the decision of the Commission.

The decision number is shown above.

Lynn T. Carew, Chief  
Administrative Law Judge

LTC:k47

Attachment

Decision 01-08-035

**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 Igor Unikov  
and Isay Radomyselsky, a partnership doing  
business as Ace of Bace Moving Company,  
Respondents.

Investigation 00-09-003  
(Filed September 7, 2000)

Maksim Malmygin, Igor Unikov, and  
Isay Radomyselsky, for Ace Of Bace Moving  
Company, respondent.  
Cleveland Lee, Attorney at Law, Rail Safety and  
Carriers Division.

**O P I N I O N**

**Summary**

In this decision, pursuant to Pub. Util. Code<sup>1</sup> § 5285, we revoke Household Goods Carrier Permit T-188,990 issued to Igor Unikov and Isay Radomyselsky doing business as Ace of Bace Moving Company (Ace) for violations of the Pub. Util. Code and our regulations, impose a fine of \$40,000, as provided by § 5313, and direct Ace to make reparations to all customers from whom amounts were unlawfully obtained. Should Ace make all reparations, the fine is reduced to \$10,000.

---

<sup>1</sup> All citations are to the Public Utilities Code unless otherwise indicated.

## **Background**

In Order Instituting Investigation (I.) 00-09-003, the Commission opened an investigation into Ace's operations based on allegations by the Commission's staff that Ace had violated the Household Goods Carrier's Act, the Commission's Maximum Rate Tariff 4, and General Orders 100-M, 136-C, 139-A, and 142. The specific allegations are reprinted in Appendix A. In summary, the allegations were that Ace:

- failed to resolve loss and damage claims in a timely manner, and to maintain a claims register;
- did not provide each customer a written Agreement for Moving Services before the move began;
- did not show required information, including a Not To Exceed Price on moving documents;
- failed to provide Commission employees access to its records;
- permitted inadequately trained and supervised crews to perform moving services;
- refused to unload belongings unless customers paid amounts in excess of the estimate; and
- falsified an insurance document.

On March 9, 2001, Ace submitted a document entitled "Response to the Order Instituting Investigation." In that document, Ace admitted that it had violated several requirements in the early stages of its operations but that it had corrected those violations, and was now in compliance.

On April 13, 2001, hearings were held before the assigned Administrative Law Judge. Consumer Services Division (CSD) presented four witnesses, and Unikov testified for respondents.

CSD filed and served its post hearing brief on June 8, 2001.

## **Evidence Presented**

### **1. CSD**

CSD presented its lead investigator, Duane Filer, who testified that he sent a data request to Ace on September 30, 1999, asking Ace to produce numerous documents that Household Goods Carriers are required to maintain. On October 24, 1999, Agent Filer and Special Agent Toni Crowley met with Unikov to review the documents requested in the letter. Unikov was unable to provide any of the requested documents. He did provide copies of seven checks on which customers had stopped payment. He also had 23 copies of documents entitled Contracts or Bills of Lading, which he had apparently copied from the blank forms contained in tariffs. The agents explained that he needed to obtain proper forms to conduct business.

To follow up on the promised changes in operations, Agent Filer sent another data request to Unikov on December 21, 1999, requesting copies of documents used after the October meeting. Agents Filer and Crowley met again with Unikov on January 25, 2000, to review the requested documents. At that meeting, Unikov again was unable to produce most of the requested documents.

During the two meetings, the agents obtained 33 documents from Ace. Agent Filer conducted a detailed analysis of these documents and concluded that these documents contained 411 separate violations of the Pub. Util. Code and Commission regulations.

Agent Filer also conducted a survey of the customers listed in the documents. He sent surveys to 30 persons, and received responses from 13. None of the 13 customers were satisfied with Ace's services, most alleged loss and damage during the move, inadequately trained personnel, and that they were charged more than the telephone estimate.

Agent Filer also discovered that there was one small claims action against Ace, 5 Better Business Bureau complaints, and 8 complaints with the Commission.

Agent Filer interviewed many of the Ace customers who had filed complaints. Agent Filer concluded that Ace had shown a pattern of illegible, inaccurate, haphazard, or incomplete documents, and that Ace had a similarly consistent pattern of refusing to accept certified letters from customers or return phone calls.

Maria Montanez testified that Ace's movers were very aggressive and rude, and that they damaged her belongings. She also testified that after moving one load of belongings, Ace's movers required her to pay \$850 in cash, and after moving the second load demanded another, \$1,072, before they would unload an antique piano. Montanez paid the additional amount by check. Ace refused to unload the piano because Ace's check guarantee service would not guarantee the check. Montanez testified that Ace's workers closed the truck and drove off with her piano. She subsequently made repeated attempts to contact Ace by telephone and via certified mail, all of which were ignored.

Connie Jacobson and Lori Nemhauser testified that they, too, were victims of Ace's holding goods hostage technique. Ace quoted them a total price of \$390 for the move. When the movers had moved one truckload, they demanded \$523, which Jacobson paid. The movers then loaded the second truckload but before unloading it, demanded an additional \$953. Because Ace's movers threatened to drive off with the belongings, Jacobson paid the second amount, noting on the contract that it was under duress. She subsequently stopped payment on the check.

Jacobson also identified Unikov as being Alex Petroff.

After the hearing, CSD presented a declaration from Special Agent Supervisor Waldorf. The declaration showed that Unikov had been convicted for trespass – injury to property, a misdemeanor, on February 2, 1995; for theft of property, a misdemeanor, on February 13, 1997; and for driving under the influence of alcohol or drugs, another misdemeanor, on March 10, 2000. The first two convictions occurred prior to Unikov's sworn statement as part of his application that he had not been convicted of a felony or a crime of moral turpitude.

In its post hearing filing, CSD also presented evidence that Unikov had in fact received full payment from Montanez, contrary to Unikov's testimony. Similarly, CSD presented documents that showed that Unikov used the alias Alex Petroff. Finally, Waldorf stated that he attempted to confirm that a letter commending Ace's service from Cal Fed bank was authentic by contacting the signatory and was informed by Cal Fed that no such letter came from their office.

## **2. Respondents**

Unikov testified that his business is young, and that he has been striving to comply with all the requirements as explained to him by the Commission's agents. Unikov noted that he is a recent immigrant to this country and that he is struggling with the complicated rules that apply to the moving business. He also stated that he had joined the Moving and Storage Association to obtain assistance and guidance on proper procedures.

Unikov testified that charges assessed to Montanez were valid hourly charges. He stated that he retained the piano to secure the final payment because his check guarantee service would not guarantee Montanez's check. He repeatedly stated under oath that he had not cashed Montanez's check for \$1,072. He also stated that when she did not pay, he attempted to sell the piano but

could not find a buyer. He subsequently discarded the piano in an unknown dumpster “somewhere in the Valley.”

Unikov also testified that he used the first name “Alex” on occasion but never the last name, “Petroff.”

## **Discussion**

Pursuant to § 5285, this Commission may revoke a household goods carrier permit, after notice and opportunity to be heard, “for failure to comply with any provision of the [Household Goods Carrier Act] or with any order, rule, or regulation of the commission, or with any term, condition, or limitation of the permit.”

In the Order Instituting Investigation (OII), and reprinted in Appendix A, CSD presented the results of an investigation of Ace and formally accused Ace of 80 distinct violations of applicable laws or regulations. Ace has submitted no evidence disputing the vast majority of those accusations.

Ace submitted no specific evidence disputing Nemhauser and Jacobson’s allegations of overcharging and holding goods hostage. Nemhauser and Jacobson submitted copies of the contracts Ace provided to the check guarantee company, which they alleged Ace had altered. Ace did not explain why two contracts would be required for one move, particularly when our regulations require that customers receive a not-to-exceed price. We find that the evidence supports Nemhauser’s and Jacobson’s testimony regarding Ace’s actions.

Ace disputed Montanez’s claim that she paid \$1,072 with sworn testimony of Unikov. This alleged nonpayment forms the basis for Ace’s justification for retaining Montanez’s antique piano. CSD has presented a series of documents, including the cancelled check and a statement from Unikov’s bank that the check was deposited into his account, that convincingly demonstrates that Unikov did

in fact cash Montanez's check. We find Unikov's testimony on this point to lack credibility. Having cashed the check, Unikov had no justification for failing to return the antique piano.

In sum, the record shows that Ace has a pattern of noncompliance with applicable law and regulations, and that Ace has a practice of extracting unlawful additional amounts for a move by refusing to unload household goods, "holding goods hostage." In addition, Unikov failed to disclose his criminal history on his permit application, and has subsequently been convicted of driving under the influence.

These largely undisputed facts are more than ample to support a finding that Ace has operated in violation of applicable law and regulations. Accordingly and pursuant to § 5285, we revoke Household Goods Carrier Permit T-188,990 issued to Igor Unikov and Isay Radomyselsky doing business as Ace of Bace Moving Company (Ace) for violations of the Pub. Util. Code and our regulations.

In addition, we find that Ace's retention and disposal of Montanez's antique piano was unlawful. Ace is hereby directed to make reparations to Montanez for the reasonable value of the piano.

Similarly, Ace's attempt to collect amounts in excess of the quoted not-to-exceed price from Nemhauser and Jacobson was unlawful. Ace was not entitled to any amount over the quoted price of \$390. Ace is directed to cease all attempts to collect on the check for \$953. Ace is not entitled to those funds. Ace is also directed to refund to Jacobson and Nemhauser the difference between the \$523 that they paid and the quoted amount, \$390, or \$133.

Pursuant to § 5313, this Commission is empowered to impose a fine of up to \$500 per violation of law or regulations. Here, CSD has presented largely



undisputed evidence of 411 violations. This could support a fine of up to \$205,500.

To provide guidance in setting fines, the Commission recently distilled the principles that it has historically relied upon in assessing fines and restated them such that they may form the basis for future decisions assessing fines.

Rulemaking to Establish Rules for Enforcement of the Standards of Conduct Governing Relationships between Energy Utilities and Their Affiliates Adopted by the Commission in Decision 97-12-088, D.98-12-075, App. B. Those principles begin by distinguishing reparations from fines. The purpose of reparations is to return improperly collected amounts to customers. The purpose of fines, in contrast, is to deter further violations. In determining whether to impose a fine and, if so, at what level, the Commission will consider the severity of the offense, the utility's conduct, the financial resources of the utility, the totality of circumstances in furtherance of the public interest, and the role of precedent.

Here, reparations are known to be due to Montanez, Nemhauser, and Jacobson. CSD also presented evidence that several other persons had filed complaints alleging unlawful conduct by Ace.

Turning to the factors for deciding to whether to impose a fine and, if so, for what amount, the severity of the offense is the first factor. The severity of the offense includes consideration of the economic harm imposed as well as the economic benefit gained by the public utility. Here, Ace unlawfully obtained hundreds of dollars per move. The severity of the offense also includes consideration of the effects of disregarding a Commission order because compliance is essential to the proper functioning of the regulatory process. In this case, Ace has been shown to exhibit a pattern and practice of systematically

disregarding Commission directives. On balance, and in light of the overall circumstances of this violation, we find Ace's violations were severe.

The next factor is the utility's efforts to prevent, detect, and rectify the violation. In this case, Ace did not prevent, detect, or rectify violations and actively obfuscated Commission staff's attempts to review Ace's operations. CSD also showed that Ace made several misrepresentations of fact on the record in this proceeding. Ace has stated that it made several attempts to improve its operations after its meetings with Commission staff. While we encourage improvement, the scope and depth of Ace's violations required a far greater proactive effort to seek out, understand, and implement applicable laws and regulations. Ace made no such efforts and exhibited only minimal compliance with specific staff directions.

The next factor is the financial resources of the utility. Ace appears to be a modest operation with minimal financial resources.

The role of precedent is also important in our consideration of imposing a fine. Here, CSD has provided us no citations to previous decisions imposing a fine on a household goods carrier.

The final factor is the totality of the circumstances in furtherance of the public interest. As we noted in the OII, we place tremendous trust in household goods carriers in granting them operating authority. Our citizens tender their most personal and treasured belongings to movers. Where that trust is violated, as the record here so amply demonstrates, we must take resolute action that unmistakably conveys the message that such conduct will not be tolerated.

In sum, the factors support a substantial fine. We, therefore, find that a fine of \$500 for each offense specifically listed in the OII and reproduced in Appendix A of this decision. Those 80 offenses yield a fine of \$40,000. Prompt

and complete payment of all reparations due to former customers is a significant mitigating factor. Should Ace make all required reparations, we will consider that in mitigation of the fine and reduce it to \$10,000.

Ace shall have 45 days to make all required reparations. No later than 45 days from the effective date of this order, Ace shall submit to CSD a statement of reparations it has made. CSD shall have 15 days to file and serve a compliance filing stating whether Ace has paid all reparations. Should Ace fail to submit the required statement, CSD shall so state in a compliance filing. Unless and until a compliance filing is made stating that Ace has made all required reparations, Ace's fine shall remain at \$40,000.

### **Prospective Limitations**

Should Ace, Igor Unikov (also known as Alex Petroff), Isay Radomyselsky, or any of Ace's current or former officers, directors, management employees or contractors, or 5% or greater shareholders, seek to obtain a household goods carrier permit from this Commission, such request must be through the formal application process and the affiliation or former affiliation must be disclosed in the application, as well as by letter to the Director of the CSD. Such an application must demonstrate conclusively that ACE and its principals have cured all violations shown in this proceeding, and have put in place protocols to ensure full compliance with all applicable regulations.

### **Findings of Fact**

1. In the OII, CSD accused Ace of the 80 separate violations of law and Commission regulations set out in Appendix A.
2. Ace presented no evidence disputing the majority of the allegations set out in Appendix A.
3. Ace's testimony regarding the Montanez move is not credible.

4. Ace had no justification for retaining and disposing of Montanez's antique piano.

5. The contracts Ace submitted to the check guarantee company support Nemhauser's and Jacobson's assertions that Ace failed to abide by Ace's not-to-exceed price, and demanded additional funds when the goods were loaded.

6. Ace is not entitled to attempt to collect amounts in excess of the quoted not-to-exceed price of \$390 from Nemhauser and Jacobson.

7. Ace owes Jacobson and Nemhauser the difference between the \$523 that they paid and the quoted amount, \$390, or \$133.

8. Ace did not dispute CSD's post-hearing assertions that Igor Unikov, also known as Alex Petroff, had been convicted of two misdemeanors prior to applying for a Household Goods Carrier Permit, and had not disclosed the violations on the application.

9. Ace did not dispute CSD's allegation that Igor Unikov, also known as Alex Petroff, had been convicted of driving under the influence of alcohol or drugs.

10. Applying the factors we consider in setting a fine to Ace's conduct results in a fine of \$40,000.

11. Making all required restitution is a substantial mitigating factor that should reduce the fine to \$10,000.

### **Conclusions of Law**

1. This Commission may revoke a household goods carrier permit, after notice and opportunity to be heard, "for failure to comply with any provision of the [Household Goods Carrier Act] or with any order, rule, or regulation of the commission, or with any term, condition, or limitation of the permit."

2. CSD has presented undisputed evidence of 80 violations of applicable law and regulations.

3. Ace was accorded an opportunity to be heard on CSD's allegations.
4. Ace's retention and disposal of Montanez's antique piano was unlawful.
5. Ace should pay Montanez the reasonable value of her antique piano.
6. Ace's attempt to collect amounts in excess of the quoted not-to-exceed price from Nemhauser and Jacobson was unlawful.
7. Ace should pay Nemhauser and Jacobson \$133.
8. CSD had met its burden of proving that Ace failed to comply with the provisions of the Household Goods Carrier Act and regulations of this Commission as set out specifically in Appendix A.
9. In addition to those violations, CSD has shown that Ace failed to disclose relevant criminal history on its Household Goods Carrier Permit Application, and that Unikov was subsequently convicted of driving under the influence of drugs or alcohol.
10. Pursuant to § 5285, we should revoke Household Goods Carrier Permit T-188,990 issued to Igor Unikov and Isay Radomyselsky doing business as Ace of Bace Moving Company (Ace) for violations of the Pub. Util. Code and our regulations.
11. The public interest and our guidelines require that Ace pay a fine of \$40,000 to the Commission, for deposit in the General Fund of the State of California, within 45 days of the effective date of this decision; but should Ace make full and complete reparations to all customers who filed complaints, then Ace's fine shall be reduced to \$10,000.
12. The public interest requires that if Ace, Igor Unikov also known as Alex Petroff, Isay Radomyselsky, or any of Ace's current or former officers, directors, management employees or contractors, or 5% or greater shareholders, seek to obtain a household goods carrier permit from this Commission, such request

must be through the formal application process and the affiliation or former affiliation must be disclosed in the application, as well as by letter to the Director of the CSD.

## **O R D E R**

Therefore, **IT IS ORDERED** that:

1. Pursuant to Pub. Util. Code § 5285, we revoke Household Goods Carrier Permit T-188,990 issued to Igor Unikov and Isay Radomyselsky doing business as Ace of Bace Moving Company (Ace) for violations of the Pub. Util. Code and our regulations.
2. Ace shall perform no moving services in this state after the effective date of this order.
3. Consumer Services Division (CSD) shall monitor Ace's operations to ensure that Ace no longer provides moving services.
4. Ace shall pay Maria Montanez the reasonable value of her antique piano.
5. Ace shall pay Lori Nemhauser, and Connie Jacobson \$133 dollars, and shall cease all efforts to collect any additional amounts.
6. Ace shall make all due reparations to other customers that have complained about Ace's services.
7. Ace shall pay a fine of \$40,000 to the Commission, for deposit in the General Fund of the State of California, within 45 days of the effective date of this order, but should Ace make full and complete reparations to all customers who filed complaints, then Ace's fine shall be reduced to \$10,000.
8. Ace shall have 45 days to make all required reparations. No later than 45 days from the effective date of this order, Ace shall submit to CSD a statement of reparations it has made. CSD shall have 15 days to file and serve a compliance

filing stating whether Ace has paid all reparations. Should Ace fail to submit the required statement, CSD shall so state in a compliance filing. Unless and until a compliance filing is made stating that Ace has made all required reparations, Ace's fine shall remain at \$40,000.

9. Should Ace, Igor Unikov also known as Alex Petroff, Isay Radomyselsky, or any of Ace's current or former officers, directors, management employees or contractors, or 5% or greater shareholders, seek to obtain a household goods carrier permit from this Commission, such request must be through the formal application process and the affiliation or former affiliation must be disclosed in the application, as well as by letter to the Director of the CSD.

10. This proceeding is closed.

This order is effective today.

Dated August 21, 2001, at San Francisco, California.

Appendix A  
Page 1

CSD alleged that Ace of Base:

- a) Violated section 5139 of the public Utilities Code, and Item 92 of MAX 4, by failing to acknowledge and process loss and damage claims in a timely manner; (Counts 7; Staff Declaration Pages 14-16, 18-20, 22-25, 32, 43, Attachments K, L, M, N, O, U, Y)
  - 1) Dates: April 14 – August 13, 1999 (Attachment K  
Parties: Scott Feder and ACE
  - 2) Dates: July 30, 1999 – April 27, 2000 (Attachment L)  
Parties: Stacy Scott and ACE
  - 3) Dates: July 25, 1999 – May 8, 2000 (Attachment M)  
Parties: Michael S. Ray, D.V.M. and ACE
  - 4) Dates: August 24, 1999 – April 21, 2000 (Attachment N)  
Parties: Nancy Miramontes and ACE
  - 5) Dates: January 27, 2000 – May 3, 2000 (Attachment O)  
Parties: Maria Montanez and ACE
  - 6) Dates: February 1, 2000 – April 19, 2000 (Attachment U)  
Parties: L. Kahn (Pecone) and ACE
  - 7) Dates: November 23, 1999 (Attachment Y)  
Parties: Brandilyn Amie and ACE
- b) Violated section 5135 of the Public Utilities Code, and Item 88 of MAX 4 by failing to furnish to each prospective shipper prior to shipping a copy of the information specified in Item 470 of MAX 4; (Counts 7; Staff Declaration Pages 13, 15, 17, 23, 26, 31, 34, 35, Attachments K, L, O, Q, U, X, Z)
  - 1) Date: April 14, 1998 (Attachment K)  
Parties: Scott Feder and ACE
  - 2) Date: July 30, 1999 (Attachment L)  
Parties: Stacy Scott and ACE
  - 3) Date: January 27, 2000 (Attachment O)  
Parties: Maria Montanez and ACE
  - 4) Date: December 19, 1999 (Attachment Q)  
Parties: Ester Schirer, Marc Hernandez and ACE
  - 5) Date: February 1, 2000 (Attachment U)  
Parties: L. Kahn, R. Pecone and ACE



Appendix A

Page 2

- 6) Date: September 4, 1999 (Attachment X)  
Parties: Carmen Sanchez-Okoli and ACE
- 7) Date: August 1, 1999 (Attachment Z)  
Parties: Lori J. Nemhauser, Connie Jacobsen and ACE
- c) Violated section 5139 of the Public Utilities Code, and Item 128 of MAX 4 by failing to provide an Agreement For Moving Service to each shipper before the move begins; (Counts 13; Staff Declaration Pages 13, 17, 23, 26, Attachment H)
- d) Violated section 5139 of the Public Utilities Code, and Items 128 and 132 of MAX 4 by failing to show required information, including a Not To Exceed Price, on shipping documents; (Counts 33; Staff declaration Pages 11-12, Attachment G)
- e) Violated section 5139 of the Public Utilities Code, and Item 132 of MAX 4 by failing to issue a Shipping Order and Freight Bill to each shipper; (Count 1; Staff declaration Page 24, Attachment O)
- f) Violated section 5139 of the Public Utilities Code, and Item 92 of MAX 4 by failing to maintain a claims register; (Count 1; Staff Declaration Page 36)
- g) Violated section 5225 of the Public Utilities Code by failing to provide access to its records upon request by authorized representatives of the commission; (Count 1; Staff Declaration Pages 9-10, 36, Attachments D, E, F)
- h) Violated sections 5139, 5311 of the Public Utilities Code, and General Order 142 by permitting the use of inadequately trained or supervised crews; (Counts 8; Staff Declaration Pages 13, 15, 17-29, Attachments K, L, M, N, O, Q, R, S)
- 1) Date: April 14, 1998 (Attachment K)  
Parties: Scott Feder and ACE
- 2) Date: July 25, 1999 (Attachment M)

Appendix A

Page 3

- Parties: Michael S. Ray and ACE
- 3) Date: August 24, 1999 (Attachment N)  
Parties: Nancy Miramontes and ACE
- 4) Date: January 27, 2000 (Attachment O)  
Parties: Maria Montanez and ACE
- 5) Date: December 19, 1999 (Attachment Q)  
Parties: Ester Schrier, Marc Hernandez and ACE
- 6) Date: May 11, 1999 (Attachment R)  
Parties: Farrah Johnson and ACE
- 7) Date: November 27, 1999 (Attachment S)  
Parties: Karina Duffy and ACE
- i) Violated section 5245 of the Public Utilities 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; (Counts 4; Staff Declaration Pages 13-14, 20-21, 23-27 Attachments N, O, P, R)
- 1) Date: August 24, 1999 (Attachment N)  
Parties: Nancy Miramontes and ACE
- 2) Date: January 27, 2000 (Attachment O)  
Parties: Maria Montanez and ACE
- 3) Date: October 16, 1999 (Attachment P)  
Parties: Tina Dizon and ACE
- 4) Date: May 11, 1999 (Attachment R)  
Parties: Farrah Johnson and ACE
- j) Violated section 5245 of the Public Utilities Code, And Item 108 of MAX 4 by “holding goods Hostage” and demanding charges greater than amounts quoted to customers in telephone verbal estimates; (Counts 3; Staff Declaration Pages 13-14, 25-26, 28, 35, Attachments P, R, Z)
- 1) Date: October 16, 1999 (Attachment P)  
Parties: Tina Dizon and ACE
- 2) Date: May 11, 1999 (Attachment R)  
Parties: Farrah Johnson and ACE

Appendix A  
Page 4

3) Date: July 29 – August 1, 1999 (Attachment Z)  
Parties: Lori J. Nemhauser, Connie Jacobsen and ACE

- k) Violated section 5135 of the Public Utilities Code by committing an act constituting dishonesty or fraud, to wit: falsifying an insurance certificate document; (Count 1; Staff Declaration Page 30, Attachment T)
- l) Violated section 5132 of the Public Utilities Code by failing to display a CAL T identification number on its vehicle in accordance with Commission regulations; (Count 1; Staff Declaration Page 31, Attachment U)

(END OF APPENDIX A)