



ORIGINAL

617798

October 12, 2004

MARK J. ANDREWS
202.756.3629
mark.andrews@strasburger.com

VIA HAND DELIVERY

Vernon A. Williams, Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20423-0001

RE: STB Docket No. MC-F- 21010
Atlas Van Lines, Inc. et al. – Pooling

FILED
OCT 12 2004
SURFACE
TRANSPORTATION BOARD

OCT 12 2004
RECEIVED
OFFICE OF PROCEEDINGS

Dear Secretary Williams:

Pursuant to 49 C.F.R. Parts 1104 and 1184, I enclose the original and ten (10) copies of an Application by Atlas Van Lines, Inc. and certain of its agents for approval of a revised and updated pooling agreement under 49 U.S.C. 14302. Also enclosed are three electronic copies of the text of the application in accordance with the current requirements of 49 C.F.R. 1104.3(b)(1), along with a check in the amount of Three Thousand Three Hundred Dollars (\$3300) to cover the applicable filing fee.

Please note that Appendix 5 to the Application is being submitted separately under 49 C.F.R. 1104.14, together with a Motion for a Protective Order to withhold that appendix from the public docket. The Motion is occasioned by the highly confidential and commercially sensitive nature of the traffic and market-share data contained in Appendix 5.

An extra copy of this transmittal letter is enclosed. We ask the appropriate Board employee to date-stamp that copy as evidence of filing, and then return it to our delivery person. Please do not hesitate to contact undersigned counsel if there should be any questions about this filing. Thank you.

Sincerely,

Mark J. Andrews
Attorney for
Atlas Van Lines, Inc. et al.

FILED

OCT 12 2004

SURFACE
TRANSPORTATION BOARD
ENTERED
Office of Proceedings

OCT 12 2004

Part of
Public Record

Enclosures

cc (w/encl.): Marian Weilert Sauvey, Esq.

Strasburger & Price, LLP

1101 Pennsylvania Avenue N.W., 7th Floor • Washington, D.C. 20004-2514 • 202.756.2260 tel • 202-756-0221 fax • www.strasburger.com
Austin • Collin County • Dallas • Houston • San Antonio • Washington D.C. • Mexico City
9379.1/SPWDC/13671/0102/100704

Before the
SURFACE TRANSPORTATION BOARD
Washington, D.C.

ORIGINAL

617798

FILED
OCT 12 2004
SURFACE
TRANSPORTATION BOARD

STB Docket No. MC-F- 21010
ATLAS VAN LINES, INC. et al. - POOLING

↑
OCT 12 2004
RECEIVED

VERIFIED APPLICATION UNDER 49 U.S.C. 14302
FOR APPROVAL OF REVISED POOLING AGREEMENT
AMONG ATLAS VAN LINES, INC.,
AND CERTAIN AGENTS

ENTERED
Office of Proceedings

Submitted by:

OCT 2004
Part of
Public Record

Mark J. Andrews, Esq.
Kenneth E. Siegel, Esq.
STRASBURGER & PRICE, LLP
1101 Pennsylvania Avenue, N.W., 7th Floor
Washington, D.C. 20004
Telephone: 202.756.3629
Telefax: 202.756.0221
E-mail: mark.andrews@strasburger.com
kenneth.siegel@strasburger.com

and

Marian Weilert Sauvey, Esq.
Atlas Van Lines, Inc.
1212 St. George Road
Evansville, Indiana 47711
Telephone: 812.424.2222
Telefax: 812.421.7125
E-mail: marsauv@atlasworldgroup.com

Attorneys for
ATLAS VAN LINES, INC.
and Pooling Agents Identified in Appendix 2

Dated: October 12, 2004

RECEIVED
OCT 12 2004
SURFACE TRANSPORTATION BOARD

TABLE OF CONTENTS

ORIGINAL

	<u>Page</u>
I. INTRODUCTION AND SUMMARY	4
II. BACKGROUND: PRIOR ATLAS POOLING AGREEMENTS, REGULATORY ACTIONS AND RELATED LITIGATION APPROVING ATLAS POLICY OF DEALING PRIMARILY WITH NON-CARRIER AGENTS	6
III. INFORMATION AND EVIDENCE REQUIRED BY 49 C.F.R. 1184.2	12
(a) Proposed Parties to Modified Pooling Agreement	12
(b) General Description of Proposed Modifications to Pooling Agreement	13
(c) Specific Description of Proposed Parties' Operating Authorities	13
(d) Reasons Why Proposed Agreement Involves "Genuine" Pooling	14
(e) Description of Relevant Transportation Markets	15
(f) Competitive Routing and Service Alternatives Remaining After Agreement Is Approved and Activated	17
(g) Public Benefits	17
(h) Assessment of Competitive Impacts	18
(i) Compliance with Restrictions on Collective Ratemaking	21
(j) Relative Transportation Importance of the Proposed Pooling Agreement	21
(k) Energy and Environmental Effects	22
(l) Certification	22
IV. ARGUMENT	23
(1) Neither the Proposed Revisions to the Current Atlas Pooling Agreement, Nor the Proposed Agreement Itself, Are of Major Transportation Importance	24
(2) There is No Substantial Likelihood that the Revised Atlas Pooling Agreement Will Unduly Restrain Competition	25

(3)	The Practices of the Parties to the Revised Atlas Pooling Agreement Would Be Similar to Prior Household Goods Pooling Practices That Were Approved by the Former Interstate Commerce Commission	26
(4)	The Revised Atlas Pooling Agreement Would Be in the Interest of Better Service to the Public and of Economy of Operation, Would Not Unduly Restrain Competition, and Therefore Should Be Approved	27
V.	CONCLUSION AND REQUEST FOR RELIEF	29

VERIFICATION

APPENDICES

- (1) Copy of Proposed Pooling Agreement (Plain Text and Blackline Against Current Agreement)
- (2) Listing of Pooling Participants; Description of Operating Authorities
- (3) Draft *Federal Register* Notice
- (4) Decision of Former Interstate Commerce Commission Approving Current Atlas Pooling Agreement, and Summarizing Regulatory Background
- (5) Market Share Data (submitted separately with Motion for Protective Order)

Before the
SURFACE TRANSPORTATION BOARD
Washington, D.C.

STB Docket No. MC-F-_____
ATLAS VAN LINES, INC. et al. – POOLING

VERIFIED APPLICATION UNDER 49 U.S.C. 14302
FOR APPROVAL OF REVISED POOLING AGREEMENT
AMONG ATLAS VAN LINES, INC.,
AND CERTAIN AGENTS

Pursuant to 49 C.F.R. Part 1184, Atlas Van Lines, Inc. (“Atlas”) and 19 of its household goods agents (“Pooling Agents”) hereby apply to the Surface Transportation Board (“STB” or “Board”) for approval under 49 U.S.C. 14302 of a modified pooling agreement (“Proposed Agreement”) between Atlas and such Pooling Agents. The Proposed Agreement is reproduced in Appendix 1 to this Application, which includes both a “plain text” version in Part A and a comparison document in Part B. The comparison document highlights the proposed modifications to the existing Atlas pooling agreement (“Current Agreement”). The Pooling Agents joining in this Application are listed in Part A of Appendix 2. Parts B and C of that appendix contain copies or descriptions of the principal interstate motor carrier registrations (operating authorities) held respectively by Atlas, and by the Pooling Agents. These operating authorities (collectively, the “Authorities”) have been issued by the Federal Motor Carrier Safety Administration and predecessor licensing agencies (“FMCSA”). The required

draft of a *Federal Register* notice (caption summary) is furnished in Appendix 3. The Proposed Agreement (if approved) would become effective by its terms on the fiftieth (50th) day following the filing date of this Application, i.e. on December 1, 2004. See 49 U.S.C. 14302(c)(1).

I. INTRODUCTION AND SUMMARY

Atlas is one of the Nation's largest motor carriers of household goods. Founded in 1948, Atlas currently utilizes a nationwide and worldwide network of approximately 400 household goods agents (including but not limited to the proposed Pooling Agents). Atlas is a major participant in the market for household goods transportation and related relocation services under contract with major corporate employers in the United States ("National Account Traffic"), and also for household goods transportation under tariff rates paid at destination by individuals making their own relocation arrangements ("C.O.D. Traffic"). To a lesser extent, Atlas also participates in the market for transporting the household goods of military and civilian personnel being relocated by the United States Department of Defense ("Military Traffic").

For reasons explained below, only Military Traffic is covered by either the Current Agreement or the Proposed Agreement presented here. Thus, only those Atlas agents who desire to be awarded Military Traffic in their own right for handling in conjunction with Atlas have been required to participate in the Current Agreement, or will be required to participate in the Proposed Agreement. It is this subgroup of Atlas agents who are referred to as Pooling Agents in this Application. The Pooling Agents under the Proposed Agreement will include 5 who have been Pooling Agents under the Current

Agreement, plus 16 additional agents who are willing to become signatories to the Proposed Agreement.

The revised pooling arrangements embodied in the Proposed Agreement have one fundamental purpose: **to improve Atlas's ability to compete for Military Traffic, by expanding Atlas's network of Pooling Agents for such traffic.** The size of the market for Military Traffic in the coming years is likely to expand, as military personnel are redeployed from Europe and East Asia to the United States or to new forward bases located closer to emerging trouble spots around the world.¹ Atlas believes that its business model can make a substantial contribution to efficient support and execution of these redeployments, and that improving its competitiveness for Military Traffic will spur upgraded service to service personnel by all participants in that market.

In furtherance of these objectives, Atlas proposes certain revisions to the Current Agreement, which was approved in 1983 by the former Interstate Commerce Commission ("ICC"). As explained under the next heading, these revisions are essentially technical in nature. They are primarily intended to do two things: (i) permit current, ICC-authorized pooling arrangements for Military Traffic to continue functioning under the changed regulatory environment that has developed since 1983, and (ii) expand the universe of transportation service providers eligible to become Pooling Agents of Atlas for Military Traffic. As such, the Proposed Agreement is competitively benign. If anything, it should enhance competition and improve service by re-invigorating Atlas's participation in the Military Traffic market, by opening up new

¹ See, e.g., "President Outlines Overseas Troop Cut: 70,000 Affected in Europe and Asia," in *The Washington Post* (August 17, 2004) at p. A1.

opportunities for current Atlas agents to participate in Military Traffic, and by expanding opportunities for smaller businesses to become Atlas agents.

II. BACKGROUND: PRIOR ATLAS POOLING AGREEMENTS, REGULATORY ACTIONS AND RELATED LITIGATION APPROVING ATLAS POLICY OF DEALING PRIMARILY WITH CARRIER AGENTS

For 35 years after its founding in 1948, Atlas conducted all facets of its household goods business in accordance with a "carrier agent" model. In other words, Atlas held nationwide Authorities and acted as a national household goods carrier, but entered into agency arrangements with a network of local and regional household goods carriers. Under these arrangements, the local and regional carrier agents provided origin and destination services on shipments moving under Atlas's Authorities, while Atlas provided marketing support, linehaul transportation, pricing services, billing, collection, claims handling and other management functions for those shipments. At the same time, however, the carrier agents continued to handle many shipments under their own Authorities without the involvement of Atlas.

As part and parcel of the above arrangements, there were written agency agreements between Atlas and the carrier agents. Those agreements specified the procedures for shipment booking and agent compensation, detailed the parties' respective operating responsibilities, and defined a process for allocating shipments between Atlas and a carrier agent in instances where their respective Authorities overlapped. Recognizing that a shipment allocation process inherently limited competition, the ICC early on determined that such arrangements required approval and antitrust immunization as agreements for "pooling" of service under what was then section 5(1) of the Interstate Commerce Act. Atlas duly obtained ICC pooling approval

for its carrier agent arrangements in *Atlas Van-Lines, Inc. – Control and Merger – Atlas Van-Service, Inc.*, 70 M.C.C. 629 (1957) (“*Atlas Pooling I*”).

From Atlas’s perspective, these carrier agent arrangements worked in a satisfactory manner as long as the ICC continued to impose strict geographic limitations on service territories under the Motor Carrier Act of 1935, 49 Stat. 543 (“MCA-35”). In the MCA-35 era, Atlas was one of the few household-goods carriers with broad nationwide Authorities, while its carrier agents generally held Authorities of much lesser scope. Thus, the opportunities for competition between Atlas and particular carrier agents were limited not only by the terms of the approved Atlas pooling agreement, but also by the narrowness of the Authorities held by the carrier agents. Circumstances changed radically, however, with passage of the Motor Carrier Act of 1980, Pub.L. No. 96-296 (“MCA-80”). As the Board is well aware, MCA-80 made broad nationwide authority readily available to almost all motor carriers, including the carrier agents utilized by Atlas.

In response to this radical change in the regulatory environment, Atlas reassessed its policy regarding agents. On a going-forward basis, Atlas anticipated that carrier agents holding broad Authorities of their own would have conflicting interests that would reduce their incentives to cooperate with Atlas in an agency relationship. Accordingly, Atlas decided to move away from utilizing agents that held their own Authorities as motor carriers, and withdrew from the pooling agreement approved in *Atlas Pooling I*. During a defined transition period, Atlas generally required its carrier agents either to surrender their Authorities or place them in a corporate entity separate and distinct from the entity having the agency relationship with Atlas. Although certain

carrier agents opposed this policy change before the ICC and the courts, the lawfulness of Atlas's new agency policy was upheld in both forums. See *Atlas Van Lines, Inc. – Pooling*, 127 M.C.C. 799 (1983) (“*Atlas Pooling II*”) (sustaining, as a regulatory matter, Atlas's right to withdraw from prior pooling agreement with carrier agents, and disclaiming regulatory jurisdiction over agency and pooling arrangements between Atlas and agents that were *not* ICC-regulated carriers); *Rothery Storage & Van Co. v. Atlas Van Lines, Inc.*, 792 F.2d 210 (D.C. Cir. 1986) (Bork, J.), cert. denied, 479 U.S. 1033 (1987) (“*Rothery*”) (holding that Atlas's refusal to engage in ongoing agency and pooling arrangements with carrier agents did not constitute a violation of the antitrust laws).

Atlas's new policy against utilizing carrier agents, however, made an important exception for Military Traffic in recognition of certain unique requirements of the Department of Defense (“DoD”). As pertinent here, DoD regulations (i) required household goods carriers to hold their own Authorities in order to qualify for awards of Military Traffic in their own right; (ii) rotated awards of available Military Traffic among carriers meeting DoD qualifications in particular traffic lanes, but also (iii) permitted such carriers to pool awarded shipments under agreements approved by the ICC. For a major van line such as Atlas, these DoD requirements caused its Military Traffic market share to become largely a function of the number of DoD-qualified carrier agents in its network.

To accommodate the unique DoD rules relating to Military Traffic, Atlas continued to utilize carrier agents holding certain narrowly-defined ICC Authorities that were limited to such traffic. Atlas also drafted a new pooling agreement, which applied only to Military Traffic and allowed joinder only by carrier agents holding these narrow

Authorities and nothing more. This narrower pooling agreement was approved by the ICC in No. MC-F-15004, *Atlas Van Lines, Inc. et al. – Pooling Application*, 1983 Fed. Car. Cas. para. 37,056 (“*Atlas Pooling III*”). Because *Atlas Pooling III* contains a useful summary of the regulatory background discussed above, that decision is reproduced for the Board’s convenience in Appendix 4 to this Application.

Generally speaking, the DoD rules discussed above remain in effect today. Likewise, the pooling agreement approved in *Atlas Pooling III* remains in effect today, and constitutes the Current Agreement referenced in this Application. Ever since *Atlas Pooling III* was decided in 1983, Atlas’s consistent policy has been to pool Military Traffic with carrier agents under the Current Agreement, while using non-carrier agents (who operate strictly under the Authorities of Atlas) for all other traffic under agency agreements that do not require approval under what is now 49 U.S.C. 14302.²

Subsequent to the 1983 ICC approval of the Current Agreement in *Atlas Pooling III*, there has been one additional regulatory change that directly impacts the eligibility of many service providers to become Pooling Agents of Atlas under the Current Agreement. This regulatory change grew out of the Trucking Industry Regulatory Reform Act of 1994 (“TIRRA”), which was enacted as Title II of Pub.L. No. 103-311. The ICC implemented TIRRA by eliminating, on a prospective basis, all geographic, commodity and other limitations on Authorities issued to motor common and contract carriers (except for the basic distinction between household goods and general commodities). See *Revision of Application Procedures and Corresponding Regulations*, 10 I.C.C.2d 386 (1994). As part and parcel of this change, the ICC

² Non-carrier agents may perform subordinate functions in connection with shipments of Military Traffic that are awarded to Atlas or its Pooling Agents, but these functions are performed entirely under the Authorities of participants in the Current Agreement.

discontinued its past practice of granting the narrowly-defined Authorities to which Atlas had tied eligibility for participation in the Current Agreement, such as the so-called "*Kingpak*," "pack-and-crate" and "MC-107" Authorities which are described in footnote 1 to the decision in *Atlas Pooling III*. The practice of granting only broad, geographically unrestricted Authorities to motor carriers has been continued by the ICC's successor agencies subsequent to passage of the ICC Termination Act of 1995, Pub.L. No. 104-88 ("ICCTA").

Although the ICC's TIRRA-related changes in application procedures did not automatically broaden the *Kingpak*, pack-and-crate, MC-107 and similar Authorities the agency had granted in the past, subsequent new entrants into the household goods transportation industry were unable to obtain those narrow types of Authorities. If new entrants instead obtained the broader Authorities that were the only ones available after TIRRA, they were – and are -- ineligible to become Pooling Agents for Atlas under the terms of the Current Agreement. The only other option for new entrants desiring to act as Atlas agents was to refrain from seeking their own Authorities, and instead operate solely under those of Atlas. Without Authorities of their own, however, these agents were – and are -- precluded by DoD regulations from transporting Military Traffic in their own right, and thus were ineligible to become Pooling Agents for Atlas. Over time, most prospective Atlas agents have opted either to obtain broad post-TIRRA/post-ICCTA Authorities or to operate solely as non-carrier Agents. The pool of service providers that hold only *Kingpak*, pack-and-crate and MC-107 authorities – and that therefore are eligible to participate in Military Traffic in their own right under the Current Agreement –

has steadily dwindled to the point where only 5 of the original Pooling Agents under the Current Agreement are still parties to it.

Recognizing that this situation has become an acute impediment to expansion of Atlas's participation in Military Traffic, Atlas seeks approval in this Application to modify the Current Agreement. **The modifications are intended to approximate, under today's regulatory conditions, the relationships and service incentives that Atlas intended to create when drafting the Current Agreement under the regulatory conditions that existed with regard to Authorities in 1983.** Instead of precluding the Pooling Agents from holding Authorities other than *Kingpak*, pack-and-crate and MC-107 grants, the Proposed Agreement would allow Pooling Agents to hold the broader Authorities that are currently the only grants available from FMCSA, but would preclude most Pooling Agents from using those Authorities for other than Military Traffic. See Appendix 1.³ In this way, the Proposed Agreement would enable Pooling Agents to satisfy the ongoing DoD requirement that household goods agents hold Authorities in their own right, but would continue to limit the potential conflicts of interest that led Atlas to minimize pooling with carrier agents in the first place.

As subsequent portions of this Application will show, the practical effects of the Proposed Agreement would not impose any greater limits on competition than have existed for 21 years under the ICC-approved Current Agreement. This Application also will show that there is ample precedent for approval of pooling agreements that limit use of Authorities held – just as *Atlas Pooling III* provides precedent for agreements that

³ An exception would be made for "military-only agents"; see sections 6 and 8 of the Proposed Agreement reproduced in Appendix 1. Military-only agents act primarily as agents for other van lines, but occasionally act as booking agents for Atlas on shipments of Military Traffic awarded to Atlas. In general, military-only agents are utilized to fill gaps in Atlas's agency network at particular DoD installations, and they handle only a small minority of Atlas's total Military Traffic.

preclude agents from *holding* certain Authorities. For these and other reasons -- including the fact that the Proposed Agreement affects only a small portion of Atlas's worldwide agent network -- this Application requests approval of the Proposed Agreement without hearings as contemplated in 49 U.S.C. 14302(c)(2).

III. INFORMATION AND EVIDENCE REQUIRED BY 49 C.F.R. 1184.2

For the Board's convenience, this section of the Application presents supporting information in a format that tracks the evidentiary requirements of 49 C.F.R. 1184.2 relating to pooling applications. Where appropriate, the following discussion provides cross-references to the appendices that accompany this Application. Appendices 1 through 3 address the informational requirements set forth in the closing paragraph of 49 C.F.R. 1184.2, while the remaining appendices present other information deemed pertinent to the issues presented here.

(a) Proposed Parties to Modified Pooling Agreement. The parties to the Proposed Agreement are Atlas and the 19 Pooling Agents listed in Part A of Appendix 2. The Pooling Agents include 5 original parties to the Current Agreement (identified with asterisks in Part A), plus 14 carriers that would become additional Pooling Agents under the Proposed Agreement. Most of these 14 carriers either hold, or intend to apply for, broad, post-TIRRA authorities that would make them ineligible to be Pooling Agents under the Current Agreement. As required under 49 U.S.C. 14302(c)(3), Atlas and all of the Pooling Agents have "assented to," i.e. executed, the Proposed Agreement set forth in Appendix 1. By executing that instrument, the Pooling Agents have authorized representatives of Atlas to sign and verify this Application on their behalf. See Proposed Agreement, section 12.

As part of this Application, Atlas requests the Board's authorization to add other Pooling Agents as parties to the Proposed Agreement in the future, upon written notification to the Board specifying the names and Authorities of such additional Pooling Agents, and confirming that they have become signatories to the Proposed Agreement. Such notification concerning additional Pooling Agents would be consistent with the procedure allowed by the ICC in connection with numerous approved pooling agreements. See, e.g., No. MC-F-15239, *A. Arnold & Son Transfer & Storage Co., Inc. et al. – Pooling Application*, 1983 Fed. Car. Cas. para. 37,058; No. MC-F-20680, *Consolidated Freightways Corp. of Delaware and Tri-State Express, Inc.*, 1995 Fed. Car. Cas. para. 38,171.

(b) General Description of Proposed Modifications to Pooling Agreement. The Proposed Agreement would delete those provisions of the Current Agreement which recite that the Pooling Agent holds only *Kingpak*, pack-and-crate, MC-107 and/or other, similarly narrow pre-TIRRA Authorities, and instead would stipulate that a Pooling Agent generally will exercise its Authorities only for the transportation of Military Traffic.⁴ Other editorial and updating changes are made with regard to notice addresses, statutory citations, tariff references and the like. All of the substantive differences between the Current Agreement and the Proposed Agreement are highlighted in the comparison document marked as Part B of Appendix 1 hereto.

(c) Specific Description of Proposed Parties' Operating Authorities. Atlas is duly registered with FMCSA as a motor common carrier of household goods, furniture and fixtures, as formerly defined by the ICC, between points in the United States pursuant to

⁴ Unless the Pooling Agent is a military-only agent; see n.3. The 3 military-only agents encompassed by this Application are identified with the symbol # in Part A of Appendix 2.

Certificate of Public Convenience and Necessity No. MC-79658 (Sub-No. 13X), and as a motor contract carrier of household goods for all shippers nationwide in Permit No. MC-79658 (Sub-No. 372). Both of these Authorities are reproduced in Part B of Appendix 2.

The Authorities of the 19 current and proposed Pooling Agents are described in Part A of Appendix 2 and documented in Part C of that appendix. Part C includes reproductions of the narrow, pre-TIRRA Authorities issued to particular Pooling Agents. With regard to broad, post-TIRRA Authorities, however, Part C simply reproduces authority descriptions downloaded for particular Pooling Agents from the on-line Licensing and Insurance ("L&I") database maintained by FMCSA. To the extent that 49 C.F.R. 1184.2 might be read as also requiring Appendix 2 to include actual reproductions of each Pooling Agent's Authorities, Atlas and the Pooling Agents hereby request the Board to waive that requirement with regard to the post-TIRRA Authorities. The extent of the geographically unrestricted post-TIRRA Authorities is fully apparent from the L&I data, and does not vary from carrier to carrier. Paper copies of post-TIRRA authorities are not readily available from FMCSA, and would make Appendix 2 unnecessarily voluminous.

(d) Reasons Why Proposed Agreement Involves "Genuine" Pooling. The Proposed Agreement, like the Current Agreement, is more than a mere interline or lease arrangement. While the arrangement between Atlas and its Pooling Agents will continue to include cooperative use and management of equipment, employees and facilities (such as might exist between interline partners or between the parties to an inter-carrier lease), it also will continue to involve allocation of shipments among carriers

that could each handle such shipments entirely under their own respective Authorities. See sections 2, 3, 4, 6 and 8 of Proposed Agreement (reproduced in Appendix 1). These sections not only specify circumstances under which Pooling Agents will tender their awarded Military Traffic to Atlas even though such agents could handle it entirely on their own, but also require Pooling Agents generally to refrain from using their Authorities to handle household goods shipments other than Military Traffic. Because of these shipment allocation commitments between potentially competing motor carriers, it is beyond question that the Proposed Agreement involves a “division of traffic” requiring approval as a pooling arrangement under 49 U.S.C. 14302. See *Atlas Pooling III*, at para. 37,056.05.

(e) Description of Relevant Transportation Markets. The Proposed Agreement, like the Current Agreement, affects only that portion of Atlas’s household goods transportation business that involves Military Traffic as defined at the beginning of this Application. Consequently, the relevant market for present purposes is limited to household goods transportation services for personnel being relocated by DoD. This is a somewhat unique market in that all transportation charges are paid by uniformed services or other units within DoD, which therefore has become widely recognized as the largest single “customer” for the household goods transportation industry. Because DoD has issued a strict and comprehensive set of regulations to control Military Traffic bidding processes, shipment allocation methods and transportation service standards, see DoD Regulation 4500-34R, Part IV, Personal Property Transportation Program, the ability of particular household goods carriers (such as Atlas or its Pooling Agents) to exercise market power over Military Traffic is virtually non-existent.

Regarding the size of the Military Traffic market and Atlas's share of that market, the best available data source is a Monthly Market Report prepared separately by the American Moving & Storage Association ("AMSA") for each of its ten major van line members in the normal course of business. With reference to each major sector of the household goods transportation market, including Military Traffic, the AMSA report received by Atlas shows its monthly and year-to-date shipment and revenue data for the current and previous year. The report also expresses each category of data, including Military Traffic, as a percentage of the total shipments and revenue received in that category by the ten van lines participating in AMSA's reporting program. Atlas believes that the percentages reported by AMSA provide a good approximation of Atlas's market share in particular household goods transportation sectors. This is because carriers not included in the AMSA report are believed to account for less than ten percent of the total market for full-service household goods transportation by for-hire carriers in the United States.

Detailed information on Atlas's traffic, revenue and market shares as reported by AMSA for the first eight months of 2004 is presented in Appendix 5 to this Application. Because of the highly sensitive and confidential nature of the data presented, Appendix 5 is being submitted separately and is the subject of a Motion for Protective Order being filed simultaneously with this Application; see 49 C.F.R. 1104.14. As particularly pertinent here, **Appendix 5 shows that Atlas's market share for Military Traffic is dramatically lower than for C.O.D. Traffic and National Account Traffic, and that Military Traffic accounted for less than two percent of Atlas's total retained systemwide revenue for that same period.**

(f) Competitive Routing and Service Alternatives Remaining After Agreement is Approved and Activated. Implementation of the Proposed Agreement by Atlas and its Pooling Agents would exert little or no impact on the other competitive routing and service alternatives available to DoD and its service personnel. None of the Pooling Agents is itself a major van line. As noted previously, 5 of the 19 Pooling Agents under the Proposed Agreement have been Pooling Agents since the inception of the Current Agreement. All of the new Pooling Agents are existing agents of Atlas which have obtained FMCSA Authorities in order to meet DoD requirements. Although most of these Authorities follow the broad post-TIRRA model (the only type of Authorities currently available from FMCSA), these new Pooling Agents will voluntarily agree to restrict their independent services to Military Traffic as required by the Proposed Agreement.

Thus, no operational or other combination between major van lines is proposed here. To the contrary, DoD would continue to have available all of Atlas's major van line competitors and their respective agency networks. Moreover, DoD will continue to "call the shots" in this market through its strict regulation of Military Traffic bidding processes and service standards.

(g) Public Benefits. As indicated in the "Background" section of this Application, Atlas is seeking to modify its current pooling arrangements for Military Traffic so as to strengthen its Pooling Agent network in that market. With a stronger network, Atlas believes it can provide improved relocation services for DoD personnel in an era when redeployments of those personnel are expected to increase; see n.1 supra. As explained next, a stronger Atlas presence in the Military Traffic market also should

provide a competitive spur for improved service by other household goods carriers serving that market.

(h) Assessment of Competitive Impacts. As shown by previous discussion of DoD's rotational system for allocating Military Traffic among household goods carriers, the market shares available to major van lines such as Atlas are largely a function of the size of those van lines' military agent networks. The more agents a van line has, the more "turns at the wheel" are received by the total network consisting of a van line and the agents with which it can pool. Therefore, Atlas must expand its network of Pooling Agents in order to strengthen its ability to compete for Military Traffic.

In seeking to expand this Pooling Agent network, however, Atlas must deal with two complicating factors. On one hand, DoD has a longstanding requirement that household goods agents must hold their own Authorities (from either FMCSA or intrastate regulatory bodies) in order to receive allocations of shipments in the rotational system.⁵ On the other hand, Atlas would undermine its own best interests if it utilized carrier agents who also have the unfettered ability to compete with it in markets of their choosing. For Atlas, the use of carrier agents who also are potential rivals in a broad range of markets would create a "free ride" problem (and competitive detriment) that was compellingly described two decades ago by Judge Bork in the *Rothery* case, *supra* (792 F.2d at 221; internal citations and quotation marks omitted):

A carrier agent can attract customers because of Atlas' national image and can use Atlas' equipment and order forms when undertaking carriage for its own account. The carrier agents benefit from use of the services of moving and storage firms affiliated with Atlas, for origin or destination work at remote locations, when operating independently of Atlas. *** To

⁵ It should be noted that pooling with carrier agents holding only intrastate operating authority is not an option for Atlas, because the Board's jurisdiction to approve and provide antitrust immunity for pooling agreements extends only to agreements among regulated interstate carriers. *See Atlas Pooling II, supra*.

the degree that a carrier agent uses Atlas' reputation, equipment, facilities, and services in conducting business for its own profit, the agent enjoys a free ride at Atlas' expense. The problem is that the ... incentive [of Atlas] to spend for reputation, equipment, facilities, and services declines as it receives less of the benefit from them. That produces a deterioration of the system's efficiency because the things consumers desire are not provided in the amounts they are willing to pay for. In the extreme case, the system as a whole could collapse.

In structuring a Pooling Agent network for Military Traffic, therefore, Atlas needs to steer between two shoals. DoD will not allow it to utilize Pooling Agents who hold no Authorities at all, but the market-distorting "free ride" problem is exacerbated if those Pooling Agents hold and exercise broad Authorities in their own right. The solution adopted by Atlas in 1983 (and approved by the ICC in *Atlas Pooling III*) was to allow its Pooling Agents to hold only the narrowly-defined *Kingpak*, pack-and-crate and MC-107 Authorities that were then available. Now that those narrow Authorities are no longer available because of TIRRA and ICCTA, Atlas must craft a new solution in order to maintain and expand its Pooling Agent base while minimizing the "free ride" problem. The solution embodied in the Proposed Agreement is to allow Pooling Agents to comply with the DoD requirement by applying for and holding the broad Authorities that are now the only ones available from FMCSA, but generally to permit the Pooling Agents to use their Authorities only for Military Traffic for as long as they desire to participate in pooling arrangements with Atlas.⁶

Insofar as Authorities are concerned, the only difference between the Current Agreement and the Proposed Agreement is that the former has precluded Pooling

⁶ Of course, these agents can still handle *non-military* traffic under Atlas's authority, which greatly reduces any apparent severity of the use-of-Authorities restriction. As shown in [Appendix 5](#), non-military traffic accounts for the great majority of all traffic handled by Atlas and its total agency network. Moreover, the restriction on use of Authorities would not apply to military-only agents, for the reasons stated in n.3, *supra*.

Agents from *holding* broad Authorities, while the latter would preclude Pooling Agents from *broadly using* such authorities. As will be demonstrated in the Argument portion of this Application, ample precedent exists for approving *both* types of authority-related restrictions as part of pooling agreements. Moreover, both types of restrictions are competitively benign where, as here, their ongoing purpose is to enable Atlas to field a competitive network of Pooling Agents who are in compliance with DoD requirements, while also minimizing the marketplace distortions of the “free ride.”

In short, approval of the Proposed Agreement would enhance competition among major van lines for Military Traffic, by facilitating the efforts of Atlas to expand its participation in that market through expansion of its Pooling Agent network. Secondly, the Proposed Agreement would offer new business opportunities to existing Atlas agents and to small and start-up household goods carriers, by expanding the pool of service providers eligible to become Pooling Agents for Atlas. Instead of drawing solely from a diminishing number of providers who hold only the narrow interstate Authorities formerly available from the ICC, Atlas also would make pooling opportunities available to providers with broad FMCSA Authorities as long as they agree to handle only Military Traffic under those Authorities. To the extent that the opportunity to learn the household goods business as an agent for a van line constitutes a market in itself, the Proposed Agreement would increase the fluidity of that market by expanding the options available to start-up operators seeking a van line agency relationship.⁷

⁷ The text of 49 C.F.R. 1184.2(h) also requires under this heading “a description of the projected volume of traffic, the revenues, and the commodities which will be subject to the pooling agreement.” *Current* information on these topics has been presented in part III, section (e) above and in [Appendix 5](#). The *projected* operations under the Proposed Agreement will involve the same commodity, i.e. household

(i) Compliance With Restrictions on Collective Ratemaking. The Verification that follows the text of this Application includes a certification by Atlas and the Pooling Agents that the transportation rates to be utilized under the Proposed Agreement will not violate the restrictions on collective ratemaking contained in subtitle IV of 49 U.S.C. and in the Board's regulations. Under current DoD regulations, DoD Regulation 4500-34R, Part IV, supra, all Military Traffic rates and service terms are independently set by household goods carriers through a bidding or "tender" process that operates under strict DoD supervision.

(j) Relative Transportation Importance of the Proposed Pooling Agreement. As already shown, the Proposed Agreement differs from the Current Agreement only on a technical level. The changes are designed to accommodate, in today's regulatory environment, Atlas's ongoing objectives of complying with DoD eligibility requirements for Pooling Agents while also avoiding the "free ride" problem.

Atlas also has shown that the relevant market for purposes of this Application is not household goods transportation generally, but instead includes only those household goods services that constitute Military Traffic. That market is characterized by a single, dominant buyer of services (DoD), which is well able to protect its own interests through comprehensive regulation of bidding practices, shipment allocations and service standards. Moreover, earlier discussion has shown that Atlas's current market share with respect to Military Traffic is much smaller than its share of any other segment of the household goods transportation market, and that less than 5 percent of

goods. If predictions of increased troop redeployments prove correct, and if the Proposed Agreement succeeds in raising Atlas's market share of Military Traffic to parity with its non-military market share, Atlas anticipates that its Military Traffic volume and revenues might increase in the next three years by 10 percent per year over current levels shown in Appendix 5. Even then, however, Atlas's position in the Military Traffic market would be far from dominant.

the approximately 400 service providers in Atlas's systemwide agent network are involved in Military Traffic as carriers in their own right.

If the Proposed Agreement enables Atlas to achieve its objective of expanding its current, limited share of the Military Traffic market, that expansion will result from growing Atlas's own agent network and increasing the business opportunities available for existing agents, rather than from collaborating with other major van lines (none of which is a party to either the Current Agreement or the Proposed Agreement). In all likelihood, the Military Traffic market will continue to be characterized by vigorous competition among all the major van lines, each of which has its own agent network. In short, the relative transportation importance of the Proposed Agreement is minuscule.

(k) Energy and Environmental Effects. It has long been understood that the agency system plays an essential role in maximizing efficient transportation of household goods, which involves the non-repetitive movement of less-than-truckload shipments between diverse points with a highly seasonal demand. The agency system helps van lines and their agents collaborate to obtain full loads and, where possible, conduct balanced two-way operations. See, e.g., *Household Goods – Agency Relationships*, 115 M.C.C. 628 (1972); *Atlas Pooling I*, supra, at pp. 631-32. Because the Proposed Agreement is intended to strengthen and expand Atlas's current Pooling Agent network for Military Traffic, it is likely that any environmental and energy effects of approving the Proposed Agreement will be positive.

(l) Certification. The Verification following the text of this Application includes the required certification by Atlas and the Agents that the representations made herein are true and complete to the best of their knowledge and belief.

IV. ARGUMENT

It is the position of Atlas and the Pooling Agents that the Board should approve the Proposed Agreement without hearings under the two-part test provided in 49 U.S.C. 14302(c)(2). Such action is appropriate because (i) neither the Proposed Agreement itself nor the changes it makes to the Current Agreement are of “major transportation importance”, and (ii) there is no “substantial likelihood” that the Proposed Agreement or its changes to the Current Agreement will “unduly restrain competition”; *see id.* Moreover, Atlas and the Pooling Agents request the Board to find that the practices contemplated under the Proposed Agreement are “similar to” practices carried out under household goods pooling agreements “approved by the Interstate Commerce Commission before the effective date of [ICCTA, *supra*]”, within the meaning of 49 U.S.C. 14302(c)(4). Such findings, in turn, would *create a presumption (see id.)* that the Proposed Agreement meets the pooling approval criteria of 49 U.S.C. 14302(c)(3), i.e. that such pooling “will be in the interest of better service to the public or of economy in operation” and “will not unduly restrain competition.” Consequently, the Board can and should make ultimate findings that these two statutory criteria are met by the Proposed Agreement.

Subsequent headings in this Argument section will summarize the evidence that supports approval of the Proposed Agreement without hearings, that shows the similarity of the Proposed Agreement to approved pre-ICCTA agreements, and that satisfies the ultimate statutory criteria for approval of pooling. These matters will be addressed in the order stated.

(1) Neither the Proposed Revisions to the Current Atlas Pooling Agreement, Nor the Proposed Agreement Itself, Are of Major Transportation Importance

As shown above and by the AMSA data in Appendix 5, National Account Traffic and C.O.D. Traffic account for the great majority of the household goods shipments handled by Atlas. Pooling arrangements are not utilized by Atlas to handle these shipments. Both the Current Agreement and the Proposed Agreement relate only to Military Traffic, which represents **less than two percent** of Atlas's processed systemwide revenue for the first eight months of 2004; see Appendix 5. Moreover, the Pooling Agents utilized by Atlas under these agreements are not major van lines in themselves. To the contrary, each of Atlas's major van line competitors will continue to have a separate agency network of its own. Thus, neither the Current Agreement nor the Proposed Agreement affects a significant portion of the market for transportation in general or for household goods transportation in particular.

Furthermore, the changes that the Proposed Agreement would make to the Current Agreement are even less significant. As shown earlier, many of the Pooling Carriers under the Proposed Agreement are already Pooling Carriers under the Current Agreement. Moreover, both the Current Agreement and the Proposed Agreement seek to address the earlier-discussed "free ride" problem by limiting the right of Pooling Carriers to operate simultaneously as competitors and agents of Atlas. The only difference is in the means adopted to achieve this ongoing objective in light of changing regulatory requirements. While the Current Agreement limits the right of Pooling Agents to *hold* broad Authorities (a limitation approved by the ICC in *Atlas Pooling III* and by the D.C. Circuit in *Rothery*), the Proposed Agreement accomplishes the same objective by limiting the Pooling Agents' *use* of broad Authorities. Thus, whether the Proposed

Agreement is considered in isolation or by reference to the Current Agreement, it simply raises no issues of "major transportation importance" that would require a hearing on this Application under the first prong of the two-part test in 49 U.S.C. 14302(c)(2).

(2) There is No Substantial Likelihood that the Revised Atlas Pooling Agreement Will Unduly Restrain Competition

As demonstrated in Appendix 5, Atlas is only a minor participant in the Military Traffic market at this time. While Atlas expects that the Proposed Agreement will help it to increase its Military Traffic market share by expanding its Pooling Agent network, the result of such expansion would only make the Military Traffic market more competitive than it currently is. A market in which Atlas's share more closely approximates that of other major van lines will be more competitive, not less so.

Moreover, Atlas has chosen a pro-competitive means to pursue its pro-competitive purpose of expanding its share of Military Traffic. As already discussed, Atlas's policy of precluding its Pooling Agents from competing with it for non-military household goods shipments is pro-competitive because it limits the market-distorting effects of the "free ride" problem. In any event, neither Atlas nor any other van line is in a position to obtain or retain market power with regard to Military Traffic; DoD sees to that and will continue doing so in its unique role as a single, dominant shipper in this market. Therefore, the Board can approve this Application without hearings under the second criterion of 49 U.S.C. 14302(c)(2) because the "likelihood" that the Proposed Agreement would "unduly restrain competition" is not only insubstantial, but virtually non-existent.

(3) The Practices of the Parties to the Revised Atlas Pooling Agreement
Would Be Similar to Prior Household Goods Pooling Practices
That Were Approved by the Interstate Commerce Commission

The structure of 49 U.S.C. 14302 suggests that the “similarity to prior agreements” test in paragraph 14302(c)(4) -- which sets up a presumption in favor of approving household goods pooling agreements resembling those that passed muster prior to ICCTA – need not be reached if the Board determines that approval without hearings is warranted under the previously discussed two-part test of paragraph 14302(c)(2). Out of an abundance of caution, however, Atlas will show under this heading that the Proposed Agreement amply satisfies the “similarity” test.

As already demonstrated, there is nothing significantly new about the Proposed Agreement. It simply adopts a new method – better adapted to the post-TIRRA/post-ICCTA regulatory environment – for limiting the conflicts of interest and market-distorting “free ride” effects that result when a van line uses agents that are potential competitors. Whereas the Current Agreement precludes Pooling Agents from *holding* Authorities allowing transportation of other than Military Traffic, the Proposed Agreement will merely limit *use* of Authorities for other than Military Traffic.

Significantly, there is pre-ICCTA precedent approving both of these remedies for the conflict-of-interest and “free ride” problems. Of course, the ICC’s approval of the Current Agreement in *Atlas Pooling III* – and the implicit endorsement of the ICC’s approach by the D.C. Circuit in *Rothery* – provides ample pre-ICCTA precedent approving a pooling agreement that precluded agents from *holding* broad Authorities. With regard to limitations on *use* of Authorities, a decision directly on point is *Three Way Corporation v. I.C.C.*, 792 F.2d 232 (D.C. Cir.) (Bork, J.), cert. denied, 476 U.S. 985

(1986) (“*Three Way*”), decided the same day as *Rothery*. In *Three Way*, Judge Bork’s opinion sustained the ICC’s approval of a pooling agreement under which agents of one of Atlas’s major competitors (United Van Lines) were allowed to hold broad Authorities, but could not utilize those Authorities on any shipments having a length of haul exceeding 1700 miles; 792 F.2d, at p. 234. The *Three Way* opinion also endorsed the ICC’s determinations that no hearings were required under what is now paragraph 14302(c)(2) of Title 49, *and* that the pooling agreement at issue was sufficiently similar to prior approved agreements in the household goods industry (including “the analogous *Atlas* proposal”) as to warrant presumptive approval under what is now paragraph 14302(c)(4); 792 F.2d, at p. 236. In effect, the D.C. Circuit concluded that any disparity between Atlas’s limitations on *holding* of Authorities (the approach used in its Current Agreement) and United’s limitations on *use* of Authorities (the approach now adopted by Atlas in the Proposed Agreement) was a distinction without a difference. Consequently, the Board should find that the Proposed Agreement satisfies the “similarity” test for presumptive approval under 49 U.S.C. 14304(c)(4).

(4) The Revised Atlas Pooling Agreement Would Be in the Interest of Better Service to the Public and of Economy in Operation, Would Not Unduly Restrain Competition, and Therefore Should Be Approved

The Proposed Agreement, in all respects other than the particular method by which it limits direct competition with Atlas by its own Pooling Agents, is indistinguishable from the long line of household goods pooling agreements that the Board and the ICC have countenanced for decades. Like all those agreements, the Proposed Agreement directly addresses the household goods industry’s chronic problem of highly seasonal and geographically dispersed traffic patterns, by enabling

van lines and agents to optimize load factors and directional balance through integrated booking, loading and dispatch of trucks. See discussion in Part II, section (k) supra, and in the ICC decisions there cited. Without question, therefore, the Proposed Agreement is “in the interest of better service to the public and of economy in operation,” within the meaning of 49 U.S.C. 14302(c)(3).

Based on the evidence presented in this Application, it is equally clear that the Proposed Agreement “will not unduly restrain competition” within the meaning of section 14302(c)(3). Existing competition for non-military household goods traffic will be entirely unaffected. Existing competition for Military Traffic among major van lines will not be reduced, and in fact will be intensified if the Proposed Agreement – as expected – enhances Atlas’s competitive posture in that market. While limitations are proposed on the ability of Pooling Agents to use their own Authorities for non-military traffic, the evidence shows that such limitations are more likely to improve than impair the workings of a competitive market for movement of Military Traffic by household goods carriers. As shown above, this is because the limitations on Pooling Agents’ *activities* under the Proposed Agreement, like the limitations on Pooling Agents’ *Authorities* under the Current Agreement, will tend to reduce market distortions caused by conflicts of interest and the “free ride” effect.

Consequently, it is apparent that the Proposed Agreement satisfies the ultimate approval criteria of 49 U.S.C. 14302(c)(3). This would be true even if hearings were required under 49 U.S.C. 14303(c)(2) (though clearly they are not), and even if presumptive approval were not required under the “similarity” test of 49 U.S.C. 14303(c)(4) (though clearly the presumption applies).

ORIGINAL

VERIFICATION

I hereby certify that I have read the foregoing Application (including Appendices 1 through 5) seeking approval of a revised Pooling Agreement (the "Proposed Agreement") among Atlas Van Lines, Inc. ("Atlas") and certain of its agents as listed in Appendix 2 ("Pooling Agents"); that I am familiar with the facts and circumstances set forth in such Application; and that the representations made in the Application with respect to those facts and circumstances are true and complete to the best of my knowledge and belief. I also certify that the rates set for traffic moving under the Proposed Agreement do not, and will not, violate the restrictions on collective ratemaking contained in 49 U.S.C. Subtitle IV and regulations of the Surface Transportation Board. I further certify that I am duly authorized to make these certifications on behalf of all of the proposed Pooling Agents (by reason of section 12 of the Proposed Agreement, which agreement is reproduced in Appendix 1 and has been duly executed by each of the proposed Pooling Agents) and also on behalf of Atlas. I make each of these certifications pursuant to 49 C.F.R. 1104.5(b) and under penalties of perjury. Executed at Evansville, Indiana, this ~~12~~¹¹th day of October, 2004.


Marian Weilert Sauvey
Vice President, General Counsel & Secretary

Appendix 1, Part A

ORIGINAL

Text of Proposed Agreement

Parties: Atlas Van Lines, Inc. (Atlas) and

(Agent).

Background: Atlas is an interstate motor carrier duly licensed by the Federal Motor Carrier Safety Administration (FMCSA) under MC-79658. Agent is an interstate motor carrier duly licensed by the FMCSA under MC- (a copy of which is attached as Exhibit 1) [omitted from this Appendix; see **Appendix 2**] and is an agent of Atlas pursuant to an Agency Agreement. Atlas and Agent intend to pool and divide traffic, services and part of their earnings as contemplated by 49 U.S.C. §14302.

Agreement:

1. A "Military Shipment" means an interstate shipment of household goods (as defined in 49 U.S.C. §13102(10)) arranged by a Military Shipper for any uniformed member of any branch of the United States military, or for any civilian employee of the United States Department of Defense (DoD). A "Military Shipper" is the specific military or DoD entity arranging for a Military Shipment.
2. If a Military Shipper, upon tender of a Military Shipment to Agent, requests and intends to secure the services of Atlas, the Military Shipment will be booked with Atlas, regardless of whether or not it moves within the territory that Agent may serve under the Agent's operating authority.
3. When a Military Shipment may be transported by the Agent under the Agent's operating authority, but, in the Agent's opinion, and subject to acceptance by Atlas, better and more efficient and economic service to the Military Shipper can be provided by Atlas, the Military Shipment will be booked for transportation by Atlas, provided that the Agent complies with Atlas' Rules relating to shipments registered with and booked in the name of Atlas. In all cases, Agent shall give reasonable notice to the Military Shipper of the Agent's election.
4. All Military Shipments handled by the Agent on Agent's own authority will be transported on the Agent's separate shipping documents and Atlas' name will not appear on them as the carrier.
5. If a Military Shipment is first booked by the Agent for transportation under the Agent's authority, the Agent may surrender the Military Shipment for transportation by Atlas on not less than seven days' notice to Atlas before the scheduled pickup date, and with reasonable notice to the Military Shipper of such action. Atlas reserves the right to reject such shipment.

6. Unless Agent is a military-only agent, all Military Shipments tendered to Agent that will move beyond the scope of the Agent's operating authority must be booked and registered for transportation by Atlas.

7. Atlas and Agent will pool traffic and services for the solicitation, booking and hauling of Military Shipments. Agent may advertise Agent's Military Shipment transportation services jointly with Atlas.

8. Unless Agent is a military-only agent, all shipments other than Military Shipments, including all shipments tendered to Agent by other than a Military Shipper, must be booked and registered for transportation by Atlas and under Atlas' authority.

9. The compensation to Agent for booking, hauling, origin and other services is as set forth in Rule 7 of the Atlas Rules, which are incorporated by this reference. The applicable tariff and government rate tenders are as set forth in Rule 7. Compensation may be varied from time to time on notice to Agent.

10. All other terms and conditions binding upon Atlas and the Agent, including but not limited to claims' handling, equipment dispatch, equipment registration and compliance with safety regulations, are governed by the then current form of Agency Agreement to which Agent is a party and by the Atlas Rules. The Atlas Agency Agreement and the Atlas Rules may be amended from time to time on notice to Agent.

11. The effectiveness of this Agreement is contingent upon Agent's continuing compliance with the exclusivity requirements, as applicable, of the Atlas Agency Agreement.

12. Agent authorizes and empowers Atlas and its duly authorized representatives, to file on behalf of Agent an application with the Surface Transportation Board (STB) requesting approval of the pooling or division of traffic, services and earnings with Atlas as represented by this Pooling Agreement. Agent specifically appoints Mark Andrews of Washington, D.C. and/or Marian Weilert Sauvey of Evansville, Indiana, or the designee of either of them, Agent's true and lawful attorney or attorneys on Agent's behalf to prepare, execute and file with the STB the application or other necessary documents for approval and authorization of pooling and the division of traffic, services and earnings with Atlas, and authorizes Marian Weilert Sauvey or an Atlas officer or employee designated by her to certify on Agent's behalf, after due inquiry, as to the truth and completeness of the representations made in such application or other documents.

13. This Agreement represents the entire pooling agreement between the parties. It supersedes all other written pooling agreements or oral statements made on the subject of pooling by or on behalf of either party. This Agreement may be changed, altered, modified or extended only in a writing signed by both parties. It will be effective on the later of December 1, 2004 (which is at least 50 days after it was filed with the STB) or the date on which it is executed by Agent. It will remain in effect as long as Agent is a

party to an Agency Agreement with Atlas unless extended as provided above or terminated as provided below.

14. This Agreement may be terminated, with or without cause, by either party on 30 days' advance written notice to the other party, and shall automatically terminate on termination of the Agency Agreement between Atlas and Agent, provided that any shipment in transit on the effective date of such termination shall, nonetheless, be subject to this Agreement until completion of its delivery.

15. All notices shall be given to Agent at Agent's address on file with Atlas and to Atlas at 1212 St. George Road, Evansville, Indiana 47711, or to such other address as may be supplied in writing.

16. This Agreement is entered into in the State of Indiana and shall be construed in accordance with the laws of that jurisdiction. A faxed copy of this Agreement shall be effective as an original.

The parties have executed this agreement to become effective as provided below.

Atlas Van Lines, Inc.

By: _____

Title: _____

Date: _____

_____ (Agent)

By: _____

Title: _____

Date: _____

ORIGINAL

APPENDIX 1, Part B

Comparison Document for Proposed Agreement (showing substantive changes from Current Agreement):

Deleted terms are underlined.

New substantive material is highlighted in bold.

Comments are in *italics*.

Parties: Atlas Van Lines, Inc. (Atlas) and

(Agent).

Background: Atlas is an interstate motor common carrier of household goods, furniture and fixtures, as defined by the Commission, between points in the United States duly licensed by the Federal Motor Carrier Safety Administration (FMCSA) under pursuant to Certificate of Public Convenience and Necessity No. MC-79658 and subs thereunder under continuing contracts and is a common carrier of general commodities for the U.S. Government pursuant to authority issued in I.C.C. Docket No. MC-107. Agent is an interstate motor common carrier duly licensed by the FMCSA under pursuant to Certificate of Public Convenience and Necessity No. MC- (a copy of which is attached as Exhibit 1) Appendix A constituting one or more of the authorities authorized in Kingpak, Inc., pack-and-crate and under authority issues in Ex Parte No. MC-107. and is an agent of Atlas pursuant to an Agency Agreement. Atlas and Agent intend to pool services, earnings and facilities as contemplated at 49 U.S.C. §11342(a) and (b) and to seek approval pursuant thereto and divide traffic, services and part of their earnings as contemplated by 49 U.S.C. §14302.

Agreement:

1. A **“Military Shipment”** means an interstate shipment of household goods (as defined in 49 U.S.C. §13102(10)) arranged by a Military Shipper for any uniformed member of any branch of the United States military or for any civilian employee of the United States Department of Defense (DoD). A **“Military Shipper”** is the specific military or DoD entity arranging for a Military Shipment. [*Replaces various definitions of Military Shipments and defines a Military Shipper for ease of reference.*]

2. If a Military Shipper, upon tender of a Military Shipment to Agent, requests and intends to secure the services of Atlas, the Military Shipment will be booked with Atlas, regardless of whether or not it moves within the territory that Agent may serve under the Agent’s operating authority. [*Prior Section 1*]

3. When a Military Shipment may be transported by the Agent under the Agent’s operating authority, but, in the Agent’s opinion, and subject to acceptance by Atlas, better and more efficient and economic service to the Military Shipper can be provided

by Atlas, the Government Shipment will be booked for transportation by Atlas, provided that the Agent complies with Atlas' Rules relating to shipments registered with and booked in the name of Atlas. In all cases, Agent shall give reasonable notice to the Military Shipper of the Agent's election. *[Prior Section 2]*

Deleted: Footnotes 1 and 2 (references to limited forms of authority granted by former ICC).

4. All Military Shipments handled by the Agent on Agent's own authority will be transported on the Agent's separate shipping documents and Atlas' name will not appear on them as the carrier. *[Prior Section 6]*

5. If a Military Shipment is first booked by the Agent for transportation under the Agent's authority, the Agent may surrender the Military Shipment for transportation by Atlas on not less than **seven five** days' notice to Atlas before the scheduled pickup date, **and with reasonable notice to the Military Shipper of such action.** Atlas reserves the right to reject such shipment. *[Prior Section 3]*

6. **Unless Agent is a military-only agent,** all Military Shipments tendered to Agent that will move beyond the scope of the Agent's operating authority must be booked and registered for transportation by Atlas. *[Prior Section 4]*

7. Atlas and Agent will pool **traffic and services** facilities, equipment and personnel for the solicitation, booking and hauling of Military Shipments. Agent may advertise Agent's Military Shipment transportation services jointly with Atlas. *[Prior Section 5]*

8. Unless Agent is a military-only agent, all shipments other than Military Shipments, including all shipments tendered to Agent by other than a Military Shipper, must be booked and registered for transportation by Atlas and under Atlas' authority.

9. The compensation to Agent for booking, hauling, origin and other services is as set forth in Rule 7 19 of the Atlas Rules, **which are incorporated by this reference.** attached as Appendix B. The applicable tariff and government rate tenders are as set forth in Rule 7. Compensation may be varied from time to time on notice to Agent. The pertinent references in Rule 19 are presently to the Household Goods Carriers' Bureau Tariff ICC HGB 400-B, 401, 402, 403, 404, 405, 411, 700, 101-4, the Household Goods Carriers' Bureau Government and Military Rate Tender 1-L, ICC No. 39 and 20-G, ICC No. 37, and relevant military or government tenders, and all future supplements and revisions thereof.

Deleted: Footnote 3 (definition of governmental traffic)

10. All other terms and conditions binding upon Atlas and the Agent, including but not limited to claims' handling, equipment dispatch, equipment registration and compliance with safety regulations, are governed by the then current form of Agency Agreement to which Agent is a party and attached as Appendix C and by the Atlas Rules. The Atlas

Agency Agreement and the Atlas Rules may be amended from time to time on notice to Agent. [*Prior Section 8*]

11. The effectiveness of this Agreement is contingent upon Agent's continuing compliance with the exclusivity requirements, as applicable, of the Atlas Agency Agreement. [*Prior Section 7*]

12. Agent authorizes and empowers Atlas and its duly authorized representatives, to prepare and file on behalf of Agent an application or other necessary documents or information with the **Surface Transportation Board (STB) Interstate Commerce Commission** requesting approval of the pooling or division of traffic, services and earnings with Atlas as represented by this Pooling Agreement. Agent specifically appoints **Michael Harvey of Evansville, Indiana Mark Andrews of Washington, D.C. and/or Marian Weilert Sauvey of Evansville, Indiana, or the designee of either of them**, Agent's true and lawful attorney or attorneys on Agent's behalf to prepare, execute and file with the **STB ICC** the application or other necessary documents for approval and authorization or pooling and the division of traffic, services and earnings with Atlas, **and authorizes Marian Weilert Sauvey or an Atlas officer or employee designated by her to certify on Agent's behalf, after due inquiry, as to the truth and completeness of the representations made in such application or other documents.** [*Prior Section 10*]

13. This Agreement represents the entire pooling agreement between the parties. It supersedes all other written pooling agreements or oral statements made on the subject of **pooling** by or on behalf of either party. This Agreement may be changed, altered, modified or extended only in a writing signed by both parties. It will be effective on the later of _____ **December 1, 2004** (which is at least 50 days after it was filed with the **STB ICC**) or the date on which it is executed by Agent. **It will remain in effect as long as Agent is a party to an Agency Agreement with Atlas unless extended as provided above or terminated as provided below.** [*Prior Section 11*]

14. This Agreement may be terminated, with or without cause, by either party on 30 days' advance written notice to the other party and shall automatically terminate on the termination of the Agency Agreement between Atlas and Agent, provided that any shipment in transit on the effective date of such termination shall be subject to this Agreement until completion of its delivery.

15. All notices shall be given to Agent at Agent's address on file with Atlas and to Atlas at 1212 St. George Road, Evansville, Indiana 47711, or to such other address as may be supplied in writing.

16. This Agreement is entered into in the State of Indiana and shall be construed in accordance with the laws of that jurisdiction. **A faxed copy of this Agreement shall be effective as an original.**

The parties have executed this agreement to become effective as provided **below**.

Atlas Van Lines, Inc.

By: _____

Title: _____

Date: _____

_____ (Agent)

By: _____

Title: _____

Date: _____

ORIGINAL

Appendix 2, Part A

POOLING AGENTS UNDER PROPOSED AGREEMENT (see Notes)

<u>Carrier</u>	<u>FMCSA Docket No.</u>	<u>Current Authority Description</u>
1. Academy Movers, Inc.	MC-129057	Pickup/delivery of containerized, used household goods ("HHG") at certain points in KS
2. Ace Relocation Systems, Inc.	MC-495480	Active common carrier
3. *Alaska Seavan, Inc. d/b/a Mitchell Moving & Storage	MC-136038	Pickup/delivery of containerized, used HHG at certain points in WA
4. #Bill's Moving & Storage, Inc.	MC-155001	Active common carrier
5. *Cardinal Van & Storage	MC-128571	Pickup/delivery of containerized, used HHG at certain points in CA
6. *Charles L. Colston d/b/a Central Valley Moving & Storage	MC-154305	General commodities for U.S. Government; DoD pack-and-crate service on used HHG
7. Certified Van Service, Inc.	MC-271784	DoD pack-and-crate service on used HHG
8. Davenport Transfer Co., Inc.	MC-143672	Active common carrier
9. #Felice Trucking Service, Inc.	MC-22944	Active common carrier
10. Glacier State Moving & Storage, Inc.	MC-118491	HHG for U.S. government between certain points in AK
11. Jordan Transfer Co., Inc.	MC-129302	Pickup/delivery of containerized, used HHG at certain points in MS (see <u>Note 1</u>)
12. Lewis & Michael, Inc.	MC-96854	DoD pack-and-crate service on used HHG

13. Locker Moving & Storage, Inc.	MC-106963	Pickup/delivery of containerized, used HHG at certain points in OH
14. *Mallory Van & Storage, Inc.	MC-142946	Currently: active common carrier; formerly: pickup/delivery of containerized, used HHG
15. #Moore Moving & Storage, Inc.	MC-165390	Active common carrier
16. Paul A. Murphy d/b/a Murphy's Movers	MC-145759	Pickup/delivery of containerized, used HHG at certain points in CA
17. Paxton Van Lines, Inc.	MC-61481	Active common carrier
18. *Southern Nevada Movers, Inc.	MC-254550	HHG under contract with DoD (see <u>Note 1</u>)
19. Thompson Moving & Storage, Inc.	MC-129283	General commodities for U.S. government; DoD pack-and-crate service on used HHG; packages weighing less than 100 pounds

* -- denotes existing Pooling Agents under Current Agreement.

-- denotes "military-only" agents.

Note 1 – This agent's Authorities went inactive on September 29, 2004 because of insurance renewal issues. Agent's participation in Proposed Agreement will be contingent on reinstatement of its Authorities.

Note 2 – This agent's Authorities went inactive on August 3, 2004 because of insurance renewal issues. Agent's participation in Current and Proposed Agreements is contingent on reinstatement of its Authorities.

APPENDIX 2, PART B

OP-AEA-26
(Rev. 10/80)

INTERSTATE COMMERCE COMMISSION
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

No. MC-79658 (Sub-No. 13)X

ATLAS VAN LINES, INC.
(Evansville, IN)

SERVICE DATE

JAN 15 1982

This Certificate of Public Convenience and Necessity is evidence of the carrier's authority to engage in transportation as a common carrier by motor vehicle.

This authority will become effective only when the carrier has met the compliance requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043), the designation of agents upon whom process may be served (49 CFR 1044), and tariffs or schedules (49 CFR 1300 through 1310, revised). The carrier shall also render reasonably continuous and adequate service to the public. Failure to meet these conditions will constitute sufficient grounds for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

For all carriers: Any duplication in this authority and rights currently held does not confer more than one operating right.

For common carriers with irregular route authority: Any irregular route authority authorized in this certificate may not be tacked or joined with your other irregular route authority unless joinder is specifically authorized.

The transportation service to be performed is described on the reverse side of this document and will be valid as long as the carrier maintains compliance with the above requirements.

By the Commission.

(SEAL)

Agatha L. Mergenovich
Secretary

Note: If there are any discrepancies regarding this document please notify the Commission within 30 days.

Supersedes: No. MC-79658 (Sub-Nos. 3, 12 and 14 (acquired in MC-F-13997)).

To operate as a common carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting household goods as defined by the Commission and furniture and fixtures,

- (1) Between points in Hawaii;
- (2) Between points in the United States (including AK and HI); and,
- (3) Between points in Alaska.

Any tacking rights of irregular route authorities granted as a result of applications filed on or before Nov. 23, 1973, are not affected by this certificate if the tacking complies with 49 CFR 1042.10(b)(3).

PM-31
(Rev. 10/84)

INTERSTATE COMMERCE COMMISSION

PERMIT

No. MC 79658 (Sub 372)

ATLAS VAN LINES, INC.
EVANSVILLE, IN

SERVICE DATE

APR 13 1987

This Permit is evidence of the carrier's authority to engage in transportation as a contract carrier by motor vehicle.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043); the designation of agents upon whom process may be served (49 CFR 1044); the execution of contracts (49 CFR 1053)*; and for passenger carriers, tariffs or schedules (49 CFR 1312).

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

The transportation service to be performed is described on the reverse side of this document.

By the Commission.

(SEAL)

NORETA R. MCGEE,
Secretary.

*While the execution of contracts must be accomplished, it is unnecessary to file them with the Commission.

NOTE: If there are discrepancies regarding this Permit, please notify the Commission within 30 days.

To operate as a contract carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting general commodities (except classes A and B explosives, household goods, and commodities in bulk), between points in the U.S. (except AK and HI), under continuing contract(s) with commercial shippers or receivers of such commodities.

APPENDIX 2, PART C

OP-AEA-26
(Rev. 10/80)

INTERSTATE COMMERCE COMMISSION
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

NO. MC-129057 Sub 6*

ACADEMY MOVERS, INC.
Junction City, KS

SERVICE DATE

OCT. 29 1981

This Certificate of Public Convenience and Necessity is evidence of the carrier's authority to engage in transportation as a common carrier by motor vehicle.

This authority will become effective only when the carrier has met the compliance requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043), the designation of agents upon whom process may be served (49 CFR 1044), and tariffs or schedules (49 CFR 1300 through 1310, revised). The carrier shall also render reasonably continuous and adequate service to the public. Failure to meet these conditions will constitute sufficient grounds for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

For all carriers: Any duplication in this authority and rights currently held does not confer more than one operating right.

For common carriers with irregular route authority: Any irregular route authority authorized in this certificate may not be tacked or joined with your other irregular route authority unless joinder is specifically authorized.

The transportation service to be performed is described on the reverse side of this document and will be valid as long as the carrier maintains compliance with the above requirements.

By the Commission.

Agatha L. Mergenovich
Secretary

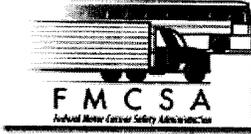
(SEAL)

Note: If there are any discrepancies regarding this document please notify the Commission within 30 days.

MC-129057 Sub 6*

To operate as a common carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting used household goods, (1) between points in Geary, Clay Dickinson, Riley, Wabaunsee, and Morris Counties, KS, and (2) between Junction City, KS, on the one hand, and, on the other, points in Cloud, Ottawa, Saline, Lincoln, Mitchell, Osborne, Republic, Washington, and Marshall Counties, KS, restricted in (1) and (2) above, to the transportation of traffic having a prior or subsequent movement, in containers, beyond the points authorized, and further restricted to the performance of pickup and delivery service in connection with packing, crating, and containerization or unpacking, uncrating, and decontainerization of such traffic.

*This certificate cancels Certificate No. MC-129057 Sub 1, issued December 9, 1969, acquired by the above-name carrier pursuant to FC-76534.



Menu Choose Menu Option



Motor Carrier Details

US DOT:	1052359	Docket Number:	MC495480	
Legal Name:	ACE RELOCATION SYSTEMS, INC.			
Doing-Business-As Name:				
Business Address	Business Telephone and Fax	Mail Address	Mail Telephone and Fax	Undeliverable Mail
5608 EASTGATE DR. SAN DIEGO CA 92121	(858) 677-5500	PO BOX 221075 SAN DIEGO CA 92192		NO
Authority Type	Authority Status	Application Pending		
Common	ACTIVE	NO		
Contract	NONE	NO		
Broker	NONE	NO		
Property	Passenger	Household Goods		
NO	NO	YES		
Insurance Type	Insurance Required	Insurance on File		
BIPD	\$750,000	\$750,000		
Cargo	YES	YES		
Bond	NO	NO		

BOC-3: YES

Blanket Company: AMERICAN MOVING AND STORAGE ASSOCIATION

| [Active/Pending Insurance](#) | [Rejected Insurance](#) | [Insurance History](#) | [Authority History](#) | [Pending Application](#) | [Revocation](#) |

Wednesday, October 06, 2004 at 18:47:43

| [FMCSA Home](#) | [DOT Home](#) | [Privacy Policy/Disclaimer](#) | [Accessibility](#) | [Related Sites](#) | [Help](#) |



United States Department of Transportation - Federal Motor Carrier Safety Administration

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY C-15.1

SERVICE DATE
MAY 4, 1973

NO. MC 136038 SUB 1*

ALASKA SEAVAN, INC.,
DOING BUSINESS AS MITCHELL MOVING & STORAGE
(18800 SOUTH CENTER PARKWAY,
SEATTLE, WASHINGTON 98168

At a Session of the INTERSTATE COMMERCE COMMISSION, Division 1,
held at its office in Washington, D. C., on the 4th day of
May, 1973.

AFTER DUE INVESTIGATION, It appearing that the above-named carrier has complied with all applicable provisions of the Interstate Commerce Act, and the requirements, rules, and regulations prescribed thereunder, and, therefore, is entitled to receive authority from this Commission to engage in transportation in interstate or foreign commerce as a motor carrier; and the Commission so finding;

IT IS ORDERED, That the said carrier be, and it is hereby, granted this Certificate of Public Convenience and Necessity as evidence of the authority of the holder to engage in transportation in interstate or foreign commerce as a common carrier by motor vehicle; subject, however, to such terms, conditions, and limitations as are now, or may hereafter be, attached to the exercise of the privileges herein granted to the said carrier.

IT IS FURTHER ORDERED, and is made a condition of this certificate that the holder thereof shall render reasonably continuous and adequate service to the public in pursuance of the authority herein granted, and that failure so to do shall constitute sufficient grounds for suspension, change, or revocation of this certificate.

AND IT IS FURTHER ORDERED, That the transportation service to be performed by the said carrier in interstate or foreign commerce shall be as specified below:

IRREGULAR ROUTES:

Used household goods,

Between points in King, Pierce, Snohomish, Skagit
and Whatcom Counties, Wash.

RECEIVED

NO. MC 136038 SUB 1*, SHEET NO. 2

RESTRICTION: The operations authorized herein are subject to the following conditions:

Said operations are restricted to the transportation of traffic having a prior or subsequent movement, in containers, beyond the points authorized.

Said operations are restricted to the performance of pickup and delivery service in connection with packing, crating, and containerization or unpacking, uncrating, and decontainerization of such traffic.

By the Commission, division 1.

ROBERT L. OSWALD,
Secretary

(SEAL)

*Application originally was filed in the name of Alaska Seavan, Inc., but pursuant to order dated November 10, 1972, carrier's corporate name was changed to Alaska Seavan, Inc., doing business as Mitchell Moving & Storage.



Menu Choose Menu Option



Motor Carrier Details

US DOT:	294077	Docket Number:	MC155001	
Legal Name:	BILLS MOVING & STORAGE, INC.			
Doing-Business-As Name:				
Business Address	Business Telephone and Fax	Mail Address	Mail Telephone and Fax	Undeliverable Mail
2640 BLACKHAWK ROAD ROCK ISLAND IL 61201	(309) 786-3316			NO
Authority Type	Authority Status	Application Pending		
Common	ACTIVE	NO		
Contract	NONE	NO		
Broker	NONE	NO		
Property	Passenger	Household Goods		
YES	NO	NO		
Insurance Type	Insurance Required	Insurance on File		
BIPD	\$750,000	\$1,000,000		
Cargo	YES	YES		
Bond	NO	NO		

BOC-3: YES

Blanket Company: AMERICAN MOVING AND STORAGE ASSOCIATION

| [Active/Pending Insurance](#) | [Rejected Insurance](#) | [Insurance History](#) | [Authority History](#) | [Pending Application](#) | [Revocation](#) |

Wednesday, October 06, 2004 at 18:50:50

| [FMCSA Home](#) | [DOT Home](#) | [Privacy Policy/Disclaimer](#) | [Accessibility](#) | [Related Sites](#) | [Help](#) |



United States Department of Transportation - **Federal Motor Carrier Safety Administration**

Cardinal 571

Rec. 2 Oct 07

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY C-15.1

SERVICE DATE
SEPTEMBER 30, 1969

NO. MC 128571 SUB 1

CARDINAL VAN & STORAGE,
A CORPORATION,
TWENTY-NINE PALMS, CALIFORNIA

At a Session of the INTERSTATE COMMERCE COMMISSION, Division 1,
held at its office in Washington, D. C., on the 30th day of
September, A. D. 1969.

AFTER DUE INVESTIGATION, It appearing that the above-named carrier has complied with all applicable provisions of the Interstate Commerce Act, and the requirements, rules, and regulations prescribed thereunder, and, therefore, is entitled to receive authority from this Commission to engage in transportation in interstate or foreign commerce as a motor carrier; and the Commission so finding;

IT IS ORDERED, That the said carrier be, and it is hereby, granted this Certificate of Public Convenience and Necessity as evidence of the authority of the holder to engage in transportation in interstate or foreign commerce as a common carrier by motor vehicle; subject, however, to such terms, conditions, and limitations as are now, or may hereafter be, attached to the exercise of the privileges herein granted to the said carrier.

IT IS FURTHER ORDERED, and is made a condition of this certificate that the holder thereof shall render reasonably continuous and adequate service to the public in pursuance of the authority herein granted, and that failure so to do shall constitute sufficient grounds for suspension, change, or revocation of this certificate.

AND IT IS FURTHER ORDERED, That the transportation service to be performed by the said carrier in interstate or foreign commerce shall be as specified below:

IRREGULAR ROUTES:

Used household goods,

Between points in San Bernardino and Riverside Counties, Calif.

NO. MC 128571 SUB 1, Serial NO. 2

RESTRICTION: The operations authorized herein are subject to the following conditions:

Said operations are restricted to the transportation of traffic having a prior or subsequent movement, in containers, beyond the points authorized.

Said operations are restricted to the performance of pickup and delivery service in connection with packing, crating, and containerization or unpacking, uncrating, and decontainerization of such traffic.

By the Commission, division 1.

(SEAL)

H. NEIL GARSON,
Secretary



U.S. Department Of Transportation
Federal Motor Carrier Safety Administration

400 Virginia Avenue, SW, Suite 600
Washington, DC 20024

SERVICE DATE

July 01, 2002

DECISION

MC-154305-C
CHARLES L. COLSTON
D/B/A CENTRAL VALLEY MOVING AND STORAGE
WINTON, CA

REINSTATEMENT OF AUTHORITY

On January 19, 2001, CHARLES L. COLSTON D/B/A CENTRAL VALLEY MOVING AND STORAGE was notified that its certificate was revoked by the Federal Motor Carrier Safety Administration.

CHARLES L. COLSTON D/B/A CENTRAL VALLEY MOVING AND STORAGE has now filed a written request for reinstatement of the authority and has submitted evidence of compliance with 49 U.S.C § 13906 and 49 CFR 387.

It is ordered:

The certificate evidenced in Docket No. MC-154305-C is reactivated. The effective date of the reinstatement of this authority is shown below.

Decided: June 26, 2002

By the Federal Motor Carrier Safety Administration.

Gladys M. Cole, Chief
Insurance Compliance Division

REI



U.S. Department of Transportation
Federal Motor Carrier Safety Administration

400 7th Street SW
Washington, DC 20590

SERVICE DATE

April 09, 2002

DECISION

MC-154305
CENTRAL VALLEY MOVING AND STORAGE
TURLOCK, CA

REENTITLED

CHARLES L. COLSTON
D/B/A CENTRAL VALLEY MOVING AND STORAGE

On April 03, 2002, applicant filed a request to have the Federal Motor Carrier Safety Administration's records changed to reflect a name change.

Presently, this applicant has no active authority on file with the Federal Motor Carrier Safety Administration. For purposes of changing the FMCSA's records, this name change will be processed.

It is ordered:

The Federal Motor Carrier Safety Administration's records are amended to reflect the carrier's name as CHARLES L. COLSTON, D/B/A CENTRAL VALLEY MOVING AND STORAGE.

The applicant must establish that it is in full compliance with the statute and the insurance regulations by having amended filings on prescribed FMCSA forms (BMC91 or 91X or 82 for bodily injury and property damage liability, BMC 34 or 83 for cargo liability, or a BMC 84 or 85 for property broker security and BOC-3 for designation of agents upon whom process may be served) submitted on its behalf. Copies of Form MCS-90 or other "certificates of insurance" are not acceptable evidence of insurance compliance. Insurance and BOC-3 filings should be sent to Federal Motor Carrier Safety Administration, 400 7th Street SW, Washington, DC 20590.

If the applicant's authority has been revoked, it may submit a written request for reinstatement to the Federal Motor Carrier Safety Administration, P.O. Box 100147, Atlanta, GA 30384-0147 accompanied by a filing fee of \$80, in addition to submitting appropriate insurance filings on the prescribed FMCSA forms. If a motor carrier has an unsatisfactory safety rating, its authority registration will not be reinstated, and it should contact the nearest FMCSA Division Office to arrange for a review of its safety compliance prior to seeking reinstatement.

Decided: April 04, 2002

By the Federal Motor Carrier Safety Administration.

Terry Shelton, Director
Office of Data Analysis & Information Systems

NCI

OP-AEA-26
(Rev. 10/80)

INTERSTATE COMMERCE COMMISSION
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

MC 154305

CENTRAL VALLEY MOVING & STORAGE
TURLOCK, CALIFORNIA

SERVICE DATE

FEB 16 1982

This Certificate of Public Convenience and Necessity is evidence of the carrier's authority to engage in transportation as a common carrier by motor vehicle.

This authority will become effective only when the carrier has met the compliance requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043), the designation of agents upon whom process may be served (49 CFR 1044), and tariffs or schedules (49 CFR 1300 through 1310, revised). The carrier shall also render reasonably continuous and adequate service to the public. Failure to meet these conditions will constitute sufficient grounds for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

For all carriers: Any duplication in this authority and rights currently held does not confer more than one operating right.

For common carriers with irregular route authority: Any irregular route authority authorized in this certificate may not be tacked or joined with your other irregular route authority unless joinder is specifically authorized.

The transportation service to be performed is described on the reverse side of this document and will be valid as long as the carrier maintains compliance with the above requirements.

By the Commission.

(SEAL)

JAMES H. BAYNE
ACTING SECRETARY

Note: If there are any discrepancies regarding this document please notify the Commission within 30 days.

MC 154305

To operate as a common carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting, for or on behalf of the United States Government, (1) general commodities (except used household goods, hazardous or secret materials, and sensitive weapons and munitions), between points in the United States; and (2) used household goods which transportation is incidental to a pack-and-crate service on behalf of the Department of Defense, between points in the United States.

INTERSTATE COMMERCE COMMISSION

CERTIFICATE

No. MC 271784

CERTIFIED VAN SERVICE, INC.
ISLANDIA, NY

SERVICE DATE

JUN 6 1994

This Certificate is evidence of the carrier's authority to engage in transportation as a common carrier by motor vehicle.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043); the designation of agents upon whom process may be served (49 CFR 1044); and tariffs or schedules (49 CFR 1312). The carrier shall also render reasonably continuous and adequate service to the public. Failure to meet these conditions will constitute sufficient grounds for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

For common carriers with irregular route authority: Any irregular route authority authorized in this Certificate may not be tacked or joined with your other irregular route authority unless joinder is specifically authorized.

The transportation service to be performed is described on the reverse side of this document.

By the Commission.

(SEAL)

SIDNEY L. STRICKLAND, JR.
Secretary

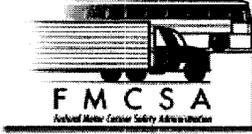
NOTE: If there are any discrepancies regarding this document, please notify the Commission within 30 days.

No. MC 271784

Page 2

To operate as a common carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting used household goods for the account of the United States Government incidental to the performance of a pack-and-crate service on behalf of the Department of Defense, between points in the U.S.

NOTE: Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a DOT safety fitness rating of "Unsatisfactory" or by other indicators, could result in a proceeding requiring the holder of this certificate or permit to show cause why this authority should not be suspended or revoked.



Menu Choose Menu Option

60

Motor Carrier Details

US DOT:	163820	Docket Number:	MC143572	
Legal Name:	DAVENPORT TRANSFER CO., INC.			
Doing-Business-As Name:				
Business Address	Business Telephone and Fax	Mail Address	Mail Telephone and Fax	Undeliverable Mail
1150 - 10TH AVE. COLUMBUS GA 31902				NO
Authority Type	Authority Status	Application Pending		
Common	ACTIVE	NO		
Contract	NONE	NO		
Broker	NONE	NO		
Property	Passenger	Household Goods		
YES	NO	NO		
Insurance Type	Insurance Required	Insurance on File		
BIPD	\$750,000	\$750,000		
Cargo	YES	YES		
Bond	NO	NO		

BOC-3: NO

Older process agent filings may not be shown in the data base. To inquire if a carrier has process agents even if they are not shown here, please call 202-385-2423 M-F 8:00 AM - 4:30 PM EST or 202-385-2400 after hours and holidays.

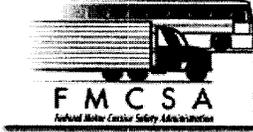
| [Active/Pending Insurance](#) | [Rejected Insurance](#) | [Insurance History](#) | [Authority History](#) | [Pending Application](#) | [Revocation](#) |

Wednesday, October 06, 2004 at 18:53:35

| [FMCSA Home](#) | [DOT Home](#) | [Privacy Policy/Disclaimer](#) | [Accessibility](#) | [Related Sites](#) | [Help](#) |



United States Department of Transportation - Federal Motor Carrier Safety Administration



Menu Choose Menu Option



Motor Carrier Details

US DOT:	55523	Docket Number:	MC022944
Legal Name:	FELICE TRUCKING SERVICE, INC.		
Doing-Business-As Name:			
Business Address	Business Telephone and Fax	Mail Address	Mail Telephone and Fax
829 ERIC BLVD. WEST ROME NY 13440	(315) 337-7000		
			Undeliverable Mail
			NO
Authority Type	Authority Status	Application Pending	
Common	ACTIVE	NO	
Contract	NONE	NO	
Broker	NONE	NO	
Property	Passenger	Household Goods	
YES	NO	YES	
Insurance Type	Insurance Required	Insurance on File	
BIPD	\$750,000	\$1,000,000	
Cargo	YES	YES	
Bond	NO	NO	

BOC-3: YES

Blanket Company: NATIONAL RESIDENT AGENT SERVICE, INC.

| [Active/Pending Insurance](#) | [Rejected Insurance](#) | [Insurance History](#) | [Authority History](#) | [Pending Application](#) | [Revocation](#) |

Wednesday, October 06, 2004 at 18:56:18

| [FMCSA Home](#) | [DOT Home](#) | [Privacy Policy/Disclaimer](#) | [Accessibility](#) | [Related Sites](#) | [Help](#) |



United States Department of Transportation - Federal Motor Carrier Safety Administration

OP-AEA-26
(Rev. 5/83)

INTERSTATE COMMERCE COMMISSION
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

No. MC-118491 Sub 3*

GLACIER STATE MOVING & STORAGE, INC
ANCHORAGE, ALASKA

SERVICE DATE
SEP 18 1984

This Certificate of Public Convenience and Necessity is evidence of the carrier's authority to engage in transportation as a common carrier by motor vehicle.

This authority will become effective only when the carrier has met the compliance requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043), the designation of agents upon whom process may be served (49 CFR 1044), and tariffs or schedules (49 CFR 1300 through 1310, revised). The carrier shall also render reasonably continuous and adequate service to the public. Failure to meet these conditions will constitute sufficient grounds for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

For common carriers with irregular route authority: Any irregular route authority authorized in this certificate may not be tacked or joined with your other irregular route authority unless joinder is specifically authorized.

The transportation service to be performed is described on the reverse side of this document and will be valid as long as the carrier maintains compliance with the above requirements.

By the Commission.

(SEAL)

James H. Bayne
Secretary

Note: If there are any discrepancies regarding this document please notify the Commission within 30 days.

No. MC-118491 Sub 3*
Sheet 2

To operate as a common carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting household goods, as defined by the Commission, restricted to the transportation of traffic handled for the United States Government or on behalf of the United States Government where the government contractor (consignee or consignor) is directly reimbursed by the government for the transportation costs, between points in Alaska, except those in the Alaska Panhandle south of Yakutat Bay.

* This Certificate cancels Certificate No. MC-118491 Sub 2, issued October 18, 1983, as acquired by the above-named carrier pursuant to the decision of the Commission in MC-FC-82252.



U.S. Department of Transportation
Federal Motor Carrier Safety Administration

400 7th Street SW
Washington, DC 20590

SERVICE DATE
May 09, 2003

CERTIFICATE

MC-129302-C

JORDAN TRANSFER COMPANY, INC
WEST POINT, MS

This Certificate is evidence of the carrier's authority to engage in transportation as a **common carrier of household goods** by motor vehicle in interstate or foreign commerce.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 387); the designation of agents upon whom process may be served (49 CFR 366); tariffs or schedules (49 CFR 1312); and arbitration of loss and damage disputes (49 U.S.C. § 14708). The carrier shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

A handwritten signature in cursive script that reads "Terry Shelton".

Terry Shelton, Director
Office of Data Analysis & Information Systems

NOTE: Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a DOT safety fitness rating of "Unsatisfactory" or by other indicators, could result in a proceeding requiring the holder of this certificate or permit to show cause why this authority should not be suspended or revoked.

CHO

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY C-15.1

NO. MC 129302

SERVICE DATE
NOVEMBER 10, 1969

WILLIAM A. JORDAN,
DOING BUSINESS AS JORDAN TRANSFER COMPANY,
WEST POINT, MISSISSIPPI

At a Session of the INTERSTATE COMMERCE COMMISSION, Division 1,
held at its office in Washington, D. C., on the 10th day of
November, A. D. 1969.

AFTER DUE INVESTIGATION, It appearing that the above-named carrier has complied with all applicable provisions of the Interstate Commerce Act, and the requirements, rules, and regulations prescribed thereunder, and, therefore, is entitled to receive authority from this Commission to engage in transportation in interstate or foreign commerce as a motor carrier; and the Commission so finding;

IT IS ORDERED, That the said carrier be, and it is hereby, granted this Certificate of Public Convenience and Necessity as evidence of the authority of the holder to engage in transportation in interstate or foreign commerce as a common carrier by motor vehicle; subject, however, to such terms, conditions, and limitations as are now, or may hereafter be, attached to the exercise of the privileges herein granted to the said carrier.

IT IS FURTHER ORDERED, and is made a condition of this certificate that the holder thereof shall render reasonably continuous and adequate service to the public in pursuance of the authority herein granted, and that failure so to do shall constitute sufficient grounds for suspension, change, or revocation of this certificate.

AND IT IS FURTHER ORDERED, That the transportation service to be performed by the said carrier in interstate or foreign commerce shall be as specified below:

IRREGULAR ROUTES:

Used household goods,

Between points in Chickasaw, Monroe, Webster,
Clay, Lowndes, Choctaw, and Oktibbeha Counties,
Miss.

INTERSTATE COMMERCE COMMISSION
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

SERVICE DATE

NO. MC 96854 SUB 2(A)

JUN 6 1983

LEWIS & MICHAEL, INC.
DAYTON, OHIO

This Certificate of Public Convenience and Necessity is evidence of the carrier's authority to engage in transportation as a common carrier by motor vehicle.

This authority will become effective only when the carrier has met the compliance requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043), the designation of agents upon whom process may be served (49 CFR 1044), and tariffs or schedules (49 CFR 1300 through 1310, revised). The carrier shall also render reasonably continuous and adequate service to the public. Failure to meet these conditions will constitute sufficient grounds for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

For common carriers with irregular route authority: Any irregular route authority authorized in this certificate may not be tacked or joined with your other irregular route authority unless joinder is specifically authorized.

The transportation service to be performed is described on the reverse side of this document and will be valid as long as the carrier maintains compliance with the above requirements.

By the Commission.

DOT: 81234

Agatha L. Mergenovich
Secretary

(SEAL)

Note: If there are any discrepancies regarding this document please notify the Commission within 30 days.

To operate as a common carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting used household goods for the account of the United States Government incident to the performance of a pack-and-crate service on behalf of the Department of Defense, between points in the United States (except Hawaii).

SERVICE DATE

SEP 26 1979

OP-CCI-23
(Rev. 12/78)

INTERSTATE COMMERCE COMMISSION
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

NO. MC 106963 SUB 1F

LOCKER MOVING AND STORAGE, INC.,
CAINTON, OH

This Certificate of Public Convenience and Necessity is evidence of the carrier's authority to engage in transportation as a common carrier by motor vehicle.

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

The carrier, as an underlying condition of this authority, shall render reasonably continuous and adequate service to the public. Failure to do so will constitute sufficient grounds for the suspension, change, or revocation of this authority.

For all carriers: Any duplication in this authority and rights currently held does not confer more than one operating right.

For common carriers with irregular route authority: Any irregular route authority authorized in this certificate may not be tacked or joined with your other irregular route authority unless joinder is specifically authorized.

For carriers with both common and contract authority: The Commission reserves the right to impose such terms, conditions, or limitations in the future as it may find necessary to assure conformance with section 10930 of the Interstate Commerce Act.

The transportation service to be performed is described on the reverse side of this document.

By the Commission.

AGATHA L. MERGENOVICH
Secretary

(SPAL)
NOTE: If there are any discrepancies regarding this Certificate, please notify the Commission within 30 days.

No. MC-109693 Sub 1F

To operate as a common carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting used household goods between points in Ashtabula, Geauga, Mahoning, Medina, Portage, Stark, Summit, Trumbull, and Wayne Counties, OH, restricted to the transportation of traffic having prior or subsequent movement in containers beyond the points authorized, and further restricted to the performance of pickup and delivery service in connection with packing, crating, and containerization, or unpacking, uncrating, and decontainerization of such traffic.



Menu Choose Menu Option



Motor Carrier Details

US DOT:	164554	Docket Number:	MC142946	
Legal Name:	MALLORY VAN & STORAGE, INC.			
Doing-Business-As Name:				
Business Address	Business Telephone and Fax	Mail Address	Mail Telephone and Fax	Undeliverable Mail
301 SOUTH AULT STREET MOBERLY MO 65270	(816) 263-5100			NO
Authority Type	Authority Status	Application Pending		
Common	ACTIVE	NO		
Contract	NONE	NO		
Broker	NONE	NO		
Property	Passenger	Household Goods		
YES	NO	NO		
Insurance Type	Insurance Required	Insurance on File		
BIPD	\$750,000	\$1,000,000		
Cargo	YES	YES		
Bond	NO	NO		

BOC-3: NO

Older process agent filings may not be shown in the data base. To inquire if a carrier has process agents even if they are not shown here, please call 202-385-2423 M-F 8:00 AM - 4:30 PM EST or 202-385-2400 after hours and holidays.

| [Active/Pending Insurance](#) | [Rejected Insurance](#) | [Insurance History](#) | [Authority History](#) | [Pending Application](#) | [Revocation](#) |

Wednesday, October 06, 2004 at 18:57:50

| [FMCSA Home](#) | [DOT Home](#) | [Privacy Policy/Disclaimer](#) | [Accessibility](#) | [Related Sites](#) | [Help](#) |



United States Department of Transportation - Federal Motor Carrier Safety Administration



Menu Choose Menu Option



Motor Carrier Details

US DOT:	262646	Docket Number:	MC165390		
Legal Name:	MOORE MOVING & STORAGE, INC.				
Doing-Business-As Name:					
Business Address	Business Telephone and Fax	Mail Address	Mail Telephone and Fax	Undeliverable Mail	
810 BLUECRAB ROAD NEWPORT NEWS VA 23606	(757) 873-2552 Fax: (757) 873-2550			NO	
Authority Type	Authority Status	Application Pending			
Common	ACTIVE	NO			
Contract	NONE	NO			
Broker	NONE	NO			
Property	Passenger	Household Goods			
YES	NO	YES			
Insurance Type	Insurance Required	Insurance on File			
BIPD	\$750,000	\$750,000			
Cargo	YES	YES			
Bond	NO	NO			

BOC-3: YES

Blanket Company: AMERICAN MOVING AND STORAGE ASSOCIATION

| [Active/Pending Insurance](#) | [Rejected Insurance](#) | [Insurance History](#) | [Authority History](#) | [Pending Application](#) | [Revocation](#) |

Wednesday, October 06, 2004 at 19:06:12

| [FMCSA Home](#) | [DOT Home](#) | [Privacy Policy/Disclaimer](#) | [Accessibility](#) | [Related Sites](#) | [Help](#) |



United States Department of Transportation - **Federal Motor Carrier Safety Administration**

*Do not
destroy*

PM-26
(Rev. 10/84)

INTERSTATE COMMERCE COMMISSION

CERTIFICATE

No. MC-145759 (Sub-No. 3)*

PAUL A. MURPHY
d/b/a MURPHY'S MOVERS
CASTROVILLE, CA

SERVICE DATE
NOV 30 1993

This Certificate is evidence of the carrier's authority to engage in transportation as a common carrier by motor vehicle.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043); the designation of agents upon whom process may be served (49 CFR 1044); and tariffs or schedules (49 CFR 1312). The carrier shall also render reasonably continuous and adequate service to the public. Failure to meet these conditions will constitute sufficient grounds for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

For common carriers with irregular route authority: Any irregular route authority authorized in this Certificate may not be tacked or joined with your other irregular route authority unless joinder is specifically authorized.

The transportation service to be performed is described on the reverse side of this document.

By the Commission.

SIDNEY L. STRICKLAND, JR.
Secretary

(SEAL)

NOTE: If there are any discrepancies regarding this document, please notify the Commission within 30 days.

No. MC-145759 (Sub-No. 3)*
Page 2

To operate as a common carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting used household goods, between points in Monterey, Santa Cruz, San Benito, and San Luis Obispo Counties, CA, restricted to the transportation of traffic having a prior or subsequent movement, in containers, beyond the points authorized, and further restricted to the performance of pickup and delivery service in connection with the packing, crating, and containerization or unpacking, uncrating, and decontainerization of such traffic.

*This certificate cancels Certificate No. MC-145759 Sub-2, issued May 15, 1990, acquired pursuant to No. MC-FC-86958.

NOTE: Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a DOT safety fitness rating of "Unsatisfactory" or by other indicators, could result in a proceeding requiring the holder of this certificate or permit to show cause why this authority should not be suspended or revoked.



Menu Choose Menu Option



Motor Carrier Details

US DOT:	7543	Docket Number:	MC061481	
Legal Name:	PAXTON VAN LINES INC			
Doing-Business-As Name:				
Business Address	Business Telephone and Fax	Mail Address	Mail Telephone and Fax	Undeliverable Mail
5300 PORT ROYAL RD SPRINGFIELD VA 22151				NO
Authority Type	Authority Status	Application Pending		
Common	ACTIVE	NO		
Contract	NONE	NO		
Broker	NONE	NO		
Property	Passenger	Household Goods		
YES	NO	YES		
Insurance Type	Insurance Required	Insurance on File		
BIPD	\$750,000	\$750,000		
Cargo	YES	YES		
Bond	NO	NO		

BOC-3: YES

Blanket Company: SERVICE OF PROCESS AGENTS, INC.

| [Active/Pending Insurance](#) | [Rejected Insurance](#) | [Insurance History](#) | [Authority History](#) | [Pending Application](#) | [Revocation](#) |

Wednesday, October 06, 2004 at 19:07:23

| [FMCSA Home](#) | [DOT Home](#) | [Privacy Policy/Disclaimer](#) | [Accessibility](#) | [Related Sites](#) | [Help](#) |



United States Department of Transportation - Federal Motor Carrier Safety Administration

Do not destroy

FM-31
(Rev. 10/84)

INTERSTATE COMMERCE COMMISSION
PERMIT

SERVICE DATE

SEP 18 1992

No. MC 254550

SOUTHERN NEVADA MOVERS, INC.
NORTH LAS VEGAS, NV

This Permit is evidence of the carrier's authority to engage in transportation as a contract carrier by motor vehicle.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043); the designation of agents upon whom process may be served (49 CFR 1044); the execution of contracts (49 CFR 1053)¹; and for passenger carriers, tariffs or schedules (49 CFR 1312).

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

The transportation service to be performed is described on the reverse side of this document.

By the Commission.

SIDNEY L. STRICKLAND, JR.
Secretary

(SEAL)

NOTE: If there are any discrepancies regarding this Permit, please notify the Commission within 30 days.

¹While the execution of contracts must be accomplished, it is unnecessary to file them with the Commission.

No. MC 254550
Page 2

To operate as a contract carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting household goods (except hazardous materials), between points in the U.S. (except AK and HI), under continuing contract(s) with the U.S. Department of Defense.

NOTE: Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a DCT safety fitness rating of "Unsatisfactory" or by other indicators, could result in a proceeding requiring the holder of this certificate or permit to show cause why this authority should not be suspended or revoked.

INTERSTATE COMMERCE COMMISSION.

DECISION

MC 129283

RAY THOMPSON MOVING & STORAGE, INC.

CLARKSVILLE, TN

SERVICE DATE

MAR 24 1992

Reentitled

THOMPSON MOVING & STORAGE, INC.

CLARKSVILLE, TN

Decided

MARCH 20, 1992

ON MARCH 16, 1992

request to have the Commission's records changed to reflect a name change. applicant filed a

It is ordered:

The Commission's records are amended to reflect the carrier's name as THOMPSON MOVING & STORAGE, INC.

If it has not already done so, the carrier must amend (1) its insurance coverage for the protection of the public, (2) its designation of agents upon whom process may be served, and (3) its tariffs of schedules to reflect the new name.

By the Commission.

(SEAL)

Sidney L. Strickland, Jr.
Secretary

1995

FEDERAL MOTOR CARRIER COMMISSION
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

MC 1292B3 Sub 1

SERVICE DATE

WILSON MOVING & STORAGE, INC.
Clarksville, TN

NOV 26 1992

This Certificate of Public Convenience and Necessity is issued pursuant to the Commission's authority to engage in transportation services by motor vehicle.

This authority will become effective only when the carrier complies with the requirements pertaining to insurance, safety, and the protection of the public (49 CFR 1043), the hours of service when process may be served (49 CFR 1000), and the rules of procedure (49 CFR 1300 through 1310). The carrier shall also render reasonably continuous service to the public. Failure to meet these requirements constitutes sufficient grounds for the suspension, modification, or revocation of this authority.

This authority is subject to any term, conditions, and restrictions that are now, or may later be, attached to this privilege.

Non-duplication: Any duplication in this authority and other authority shall not confer more than one operating right.

Authority with irregular route authority: Any authority with authority authorized in this certificate may not be used in conjunction with any other irregular route authority unless it is specifically authorized.

The transportation service to be performed is described on the reverse side of this document and will be valid as long as the carrier maintains compliance with the above requirements.

By the Commission.

Agathe L. Mergenovich
Secretary

(SEAL)

Note: If there are any discrepancies regarding this document please notify the Commission within 30 days.

MC 127103 sub 1

To operate as a common carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting (1) for or on behalf of the United States Government, general commodities (except used household goods, hazardous or secret materials, and sensitive weapons and munitions) between points in the United States (except Alaska and Hawaii), (2) shipments weighing 100 pounds or less if transported on a motor vehicle in which no one package exceeds 100 pounds, between points in the United States (except Alaska and Hawaii), (3) used household goods for the account of the United States Government incident to the performance of a pack-and-crate service on behalf of the Department of Defense, between points in the United States (except Alaska and Hawaii).

ORIGINAL

Appendix 3

[draft Federal Register notice, if required*]

SURFACE TRANSPORTATION BOARD

[STB Docket No. MC-F-_____]

Atlas Van Lines, Inc. et al. – Pooling

AGENCY: Surface Transportation Board.

ACTION: Notice of Application.

SUMMARY: Atlas Van Lines, Inc. (Atlas) of Evansville, IN and 19 of its agents (Pooling Agents) have filed an application (the Application) with the Surface Transportation Board (STB or Board) seeking approval for a revised pooling agreement (the Proposed Agreement) under 49 U.S.C. 14302. Currently, Atlas and some of the Pooling Agents are parties to a pooling agreement (the Current Agreement) that was approved by the former Interstate Commerce Commission (the ICC) in 1983. Both the Current Agreement and the Proposed Agreement relate solely to shipments of household goods for Department of Defense (DoD) personnel being relocated at DoD expense (Military Traffic).

Atlas and the Pooling Agents (collectively, Applicants) state that the principal difference between the Current Agreement and the Proposed Agreement relates to the operating authorities (registrations) issued to the Pooling Agents by the Federal Motor Carrier Safety Administration (FMCSA) as successor to the ICC. Under the Current Agreement, carriers generally are eligible to become Pooling Agents only if their operating authorities are confined to the transportation of Military Traffic or other

* [Presumably this notice would be needed only if the Board were to determine, contrary to applicants' contentions, that a hearing on this application was necessary; compare 49 U.S.C. 14303(c)(2) and (c)(3).]

government shipments. Under the Proposed Agreement, carriers holding broader authorities could become Pooling Agents if they agree to use those authorities only for Military Traffic. Applicants state that this change will provide expanded opportunities for Atlas and its agents to handle Military Traffic, because the broader authorities are the only ones now available from the FMCSA.

Applicants also note that all Atlas agents still will be able to transport non-military shipments as non-carrier subcontractors using Atlas's own authority (and still will be able to conduct completely independent operations through separate subsidiaries). Atlas's use of non-carrier agents does not require the Board's approval under section 14302 because "pooling," by definition, involves sharing of shipments between carriers that each hold authority to handle them alone. Atlas states that it prefers to utilize non-carrier agents, but DoD eligibility rules require it to place Military Traffic with agents holding their own ICC/FMCSA authorities. The Proposed Agreement is intended to accommodate DoD eligibility requirements (and thereby increase Atlas's competitiveness for Military Traffic) while limiting the opportunities for conflicts of interest between Atlas and agents holding their own authorities.

Applicants propose to admit additional Pooling Agents as parties to the Proposed Agreement in the future, under abbreviated procedures for notification to the Board. Those additional parties would be required to limit use of their operating authorities as explained above.

The Board has instituted a proceeding under 49 U.S.C. 14302(c)(3) to consider the Application. Comments on the Proposed Agreement must be filed by _____, 20____. Replies must be filed by _____, 20____.

ADDRESSES: An original and ten (10) copies of all pleadings, referring to STB Docket No. MC-F-_____, must be filed with the Surface Transportation Board, 1925 K Street, N.W., Washington, D.C. 20423-0001. In addition, one copy of each pleading must be served on Applicants' representative: Mark J. Andrews, Strasburger & Price, LLP, 1101 Pennsylvania Avenue, N.W., Seventh Floor, Washington, D.C. 20004-2414.

FOR FURTHER INFORMATION CONTACT: _____, (202) 565-_____.

SUPPLEMENTARY INFORMATION: Under 49 U.S.C. 14302(b), the Board may approve the Application if it finds that the Proposed Agreement will be in the interest of better service to the public or of economy of operation, and will not unreasonably restrain competition. Under 49 U.S.C. 14302(c)(4), the Board must presume that the above standards are met in the case of a pooling proposal (such as this one) that involves household goods transportation if (as Applicants state here) the Proposed Agreement is similar to pooling agreements previously approved by the ICC.

The Board's decisions and notices in this proceeding are available for viewing (under "E-Library/Decisions and Notices") and downloading via the Board's Web site at <http://www.stb.dot.gov>. Printed copies of Board decisions also will be available for a fee by contacting ASAP Document Solutions, 9332 Annapolis Rd., Suite 103, Lanham, MD 20706, telephone (301) 577-2600, or via asapmd@verizon.net.

Decided: _____, 20____.

By the Board, David M. Konschnik, Director, Office of Proceedings.

Vernon A. Williams, Secretary.

[FR Doc. 04-____ Filed ____-04; __: __ .m.]

BILLING CODE _____

APPENDIX 4

ORIGINAL

supported by substantial evidence of record.

The statutory provision setting out the requirements that a carrier-applicant must meet in order for its proposal to qualify as one of a motor contract carrier of property is found at 49 U.S.C. 10102(13)(B).³ The record shows that Merrill Lynch needs timed pickups and deliveries of household goods closely coordinated and integrated with its scheduling requirements, in the nature of an "in-house" carrier service. Further, Merrill Lynch has a high volume of household goods shipments, with more than 2,000 interstate household goods movements a year, involving employee relocations to and from points throughout the United States. It also states that it cannot depend fully upon the common carrier household goods industry generally during periods of peak shipping demands to have equipment or space available to meet its scheduled pickup and delivery requirements.

In numerous other cases we have found such incidents to constitute distinct needs that require the services of a contract carrier, and we agree with the review board that applicant's proposal here meets the second alternative criterion of the statutory definition. See *Bekins, supra* at 132 M.C.C. 726, 730, reversed on other grounds, in which the Commission recognized that a contract carrier, such as applicant, might be able to make a reasonable commitment to a high volume user of its service, whereas it might be

ing or unable to make guarantees general public; No. MC-74681 (Sub-No. 18); *Stevens Van Lines, Inc., Household Goods Contract* (not printed), decided May 16, 1983, and No. MC-15735 (Sub-No. 62), *Van Lines, Inc., Extension - Household Foods Contract Service* (not printed), decided May 25, 1983. See, also, *Global Van Lines, Inc. v. I.C.C.*, 722 F.2d (5th Cir. 1983) in which the court upheld the Commission's evidentiary findings regarding the distinct needs test, stating:

The distinct needs test is not historical and fixed. It must be applied to changing transportation needs.

The concepts underlying motor contract carriage - dedication of equipment, distinct needs, public interest, and service of the national transportation policy - are not defined by the statute. The Commission is given broad discretion to define these terms and "to draw its conclusions from the infinite variety of circumstances which may occur in specific instances." [Citation omitted.]

It is ordered:

The appeal is denied because the findings of Review Board Number 3, as amplified in this decision, are in accordance with the evidence and the applicable law.

Operations may begin only following the service of a permit and upon compliance with the following requirements set forth in the Code of Federal Regulations: insurance (49 CFR 1043), designation of process agent (49 CFR 1044), contracts (49 CFR 1053), and freight rate schedules (49 CFR 1307).

This decision will be effective 25 days from its date of service.

* [137,056] Atlas Van Lines, Inc., Et al.—Pooling Application, No. MC-F15004.

By the Commission; July 15, 1983.

Pooling agreement—Household goods carrier—ICC approval.—A new pooling agreement between a large household goods carrier and 30 of its carrier-agents has been approved by the Interstate Commerce Commission. The traffic that was the subject

3. A motor contract carrier means a person providing motor vehicle transportation of property for compensation under continuing agreements with one or more persons—

(i) by assigning motor vehicles for a

continuing period of time for the exclusive use of each such person; or
(ii) designed to meet the distinct needs of each such person.

of the agreement was military or government traffic which carrier agents may handle pursuant to so-called *Kingpak*, pack-and-crate, and Ex-Parte No. MC-107 authorities. *Kingpak* authority generally involves the local pickup, delivery, and transfer of used household goods moving on a through interstate bill of lading of a freight forwarder operating under the statutory exemption for forwarders of household goods. Pack-and-crate authority refers to the transportation of used household goods in connection with a pack-and-crate service for the Department of Defense or a freight forwarder acting on behalf of the Department of Defense. Ex Parte No. MC-107 authority authorizes the transportation of general commodities, with exceptions, for, or on behalf of the U.S. government. According to the Commission, there was insufficient evidence to rebut a presumption that the pooling agreement will not restrain competition unduly. The agreement, which supersedes an agreement some 25 years old, appears in some respects to be more pro-competitive. As compared to the previously approved agreement, the new agreement was more limited in scope, involved fewer carrier-agents, and involved carrier-agents holding more limited authority.

Back reference.—¶ 173.25.

01 Background.—Atlas Van Lines, Inc. (Atlas), a large household goods carrier, has for many years operated pursuant to a pooling agreement with carrier-agents. The agreement pursuant to which Atlas presently operates was first approved in *Atlas Van Lines, Inc. - Control and Merger*, 70 M.C.C. 629 (1957), *aff'd.*, 75 M.C.C. 175 (1958). The agreement provided for the pooling of traffic, service, and earnings with 35 carrier-agents. In No. MC-F-14784, *Atlas Van Lines, Inc. - Pooling* (not printed), decided February 22, 1982, Review Board Number 3 approved certain modifications to the existing pooling agreement. As pertinent, the modified agreement contained a provision to the effect that all agents of Atlas were to have the unrestricted right to obtain and extend operating authority and that the exercise of such rights would not result in the termination of agency contracts. Subsequently, by bulletins to carrier-agents dated March 19 and June 7, 1982, Atlas announced its intention to discontinue pooling with agents possessing and operating authorities other than *Kingpak*, pack-and-crate, and Ex Parte No. MC-107 operating authorities.¹ Atlas announced in its bulletins a plan where-

by carrier-agents holding authority broader than that indicated above could remain agents of Atlas by transferring or otherwise disposing of their certificates.

On June 11, 1982, certain Atlas agents filed a joint petition in No. MC-F-14784, seeking a reopening of the pooling agreement proceeding and the institution of an investigation. The filing was prompted by the agents' concern over the announced policy changes. On June 18, 1982, Atlas moved to dismiss the joint petition for the reason that the assailed policy had not yet been implemented and assertedly would not be implemented until Atlas had withdrawn from its existing pooling agreement. After evaluating the evidence presented, we concluded that the relief requested by petitioners was inappropriate, and we granted Atlas' motion to dismiss the petition. In examining the proposed policy of Atlas, we noted that an agreement between it and such of its agents as would be non-carriers would not fall within the purview of governing statutory provisions (49 U.S.C. 11342), and, therefore would not be subject to the Commission's regulatory jurisdiction. We

1. *Kingpak* authority generally involves the local pickup, delivery, and transfer of used household goods moving on a through interstate bill of lading of a freight forwarder operating under the statutory exemption for forwarders of used household goods codified at 49 U.S.C. 10562 (2)(D). See *Kingpak, Inc., Investigation of Operations*, 103 M.C.C. 318 (1966), *aff'd. sub nom. Household Goods Carriers' Bureau v. United States*, 288 F. Supp. 641 (1968).

Pack-and-crate authority refers to the transportation of used household goods in connection with a pack-and-crate service for the

Department of Defense or a freight forwarder acting on behalf of the Department of Defense. See *Used Household Goods Pack and Crate Operation*, 131 M.C.C. 20 (1978); *Rules Governing Applications for Operating Authority*, 364 I.C.C.508 (1980); and *Acceptable Forms for Requests for Operating Authority*, 364 I.C.C. 432 (1980).

Ex Parte No. MC-107 authority authorizes the transportation of general commodities (with exceptions), for, or on behalf of, the United States Government. See *Transportation of Government Traffic*, 129 M.C.C. 623 (1978); and 131 M.C.C. 845 (1979).

reserved judgment, however, on the question of whether all of the agents dealing with Atlas under its new policy would be bona fide non-carriers, and we instituted a declaratory order proceeding to examine the status of carrier-agents which would avail themselves of certain options presented to them by Atlas.

During the pendency of the declaratory order proceeding, on August 30, 1982, Atlas filed notice with the Commission, confirming that it intended to withdraw from its currently effective pooling arrangement with all carrier-agents except those holding *Kingpak*, pack-and-crate, and Ex Parte No. MC-107 authorities. Atlas subsequently filed the pooling application presently before us. Thereafter, a decision in the declaratory order proceeding was entered. We concluded therein that pooling agreements between a carrier principal and exclusively non-carrier-agents are not subject to the Commission's jurisdiction under 49 U.S.C. 11342 and that the affiliations of these agents with carriers does not make them carriers for the purposes of that section. We further found that because the involved agency relationships are outside the scope of our regulatory jurisdiction, the Commission is not the appropriate body to consider the competitive consequences of such an arrangement. *Atlas Van Lines, Inc. - Pooling*, 127 M.C.C. 799 (1983).

As noted above, Atlas now intends to pool traffic with carriers that hold certificated authority, albeit authority more limited than that held by carrier-agents with which it has pooled in the past. Inasmuch as its agents will be permitted to hold certificated authority, our prior approval and authorization of the proposed pooling agreement is required. Accordingly, following initial review, notice of this application was published in the *Federal Register* on March 21, 1983, and comments were solicited.

2. Atlas defines government traffic as "traffic transported for the U.S. Government on a bill of lading or for suppliers of U.S. Government where the U.S. Government is paying transportation charges." This definition is substantially the same as that used by the Commission in Ex Parte No. MC-107, *Transportation of Government Traffic*, 131 M.C.C.845 (1979), viz., "traffic handled for the United States Government, or on behalf of the United States Government where the Government contractor (consignee or consig-

2. The Application.—Applicants are applying for approval of a new pooling agreement under 49 U.S.C. 11342 between Atlas and the 30 carrier-agents identified in the appendix [not reproduced]. The traffic which is the subject of the proposed agreement is military or government² traffic which carrier-agents may handle pursuant to so-called *Kingpak*, pack-and-crate, and Ex Parte No. MC-107 authorities. All of the carrier-agent applicants will be parties to a revised exclusive agency agreement to be executed on or before the effective date of the proposed pooling plan. (The revised agreement is appended to and is a part of the application.³ Atlas, as pertinent, holds common carrier authority in (1) No. MC-79658 (Sub-No. 13)X, authorizing the transportation of household goods as defined by the Commission and furniture and fixtures, between points in the United States, and (2) No. GT-702-80, authorizing the transportation of general commodities (except classes A and B explosives, radioactive materials, etiologic agents, shipments of secret materials, and weapons and ammunition which are designated sensitive by the U.S. Government), between points in the United States, restricted to the transportation of traffic handled for the United States Government, or on behalf of the United States Government where the Government contractor (consignee or cosignor) is directly reimbursed by the Government for the transportation costs. Each agent applicant is a carrier of military or Government household goods traffic pursuant to one or more *Kingpak*, pack-and-crate, or Ex Parte No. MC-107 authorities. Atlas would pool with such carriers to the extent they hold authority to transport government or military household goods traffic. Some of the carrier-agents' authorities are nationwide in scope, but the territorial extent of the carrier-agents' actual operations are generally more limited.

As most pertinent, the terms of the pooling agreement are summarized as

nor) is directly reimbursed by the government for the transportation costs."

3. We note that the agreement contains an inconsistency in that it states both that the particular agent is a motor common carrier operating pursuant to *Kingpak*, pack-and-crate, and government traffic authorities and that the agent "is not a regulated common or contract carrier of household goods . . ." Atlas should modify its agreement to remove this inconsistency.

follows: (1) If the shipper (government or military) upon tender of a shipment to an agent requests and intends to secure the services of Atlas, the shipment will be booked with Atlas, regardless of whether or not it moves within the territory which the agent may also serve under its operating authority (2) When a shipment may be transported by an agent under its operating authority, but, in the agent's opinion, and subject to acceptance by Atlas, better and more efficient and economic service to the shipper can be provided by Atlas, the shipment will be booked for transportation in Atlas's service, provided the agent complies with Atlas's rules and regulations relating to shipments registered with, and booked in the name, of Atlas. In all cases, the agent must give reasonable notice to the shipper of the agent's and Atlas's election in this regard; (3) If a shipment is first booked by an agent for transportation under its authority, the agent may surrender the shipment for transportation by Atlas on not less than 5 days notice to Atlas before the scheduled pickup date, and Atlas reserves the right to reject such shipment; (4) All government or military tendered shipments which will move beyond the scope of an agent's authority must be booked and registered for transportation by Atlas; (5) Atlas and an agent will pool facilities, equipment, or personnel for the solicitation, booking, and hauling of government or military traffic. The agent may advertise its government or military transportation services jointly with Atlas; (6) All traffic handled by an agent pursuant to its authority will be transported on the agent's separate shipping documents, and the name of Atlas will not appear thereon; (7) The Atlas agency contract is exclusive; (8) All other terms and conditions binding upon Atlas and an agent, including, but not limited to, the handling of claims, the dispatch of equipment, the registration of equipment, and compliance with safety regulations, are governed by the Atlas limited agency contract and Atlas' general rules and regulations, both of which documents are to be appended to the pooling agreement; (9) The compensation to an agent for booking, hauling, origin, and other services is set forth in Rule 19 of the Atlas Rules and Regula-

tions. Compensation to Agents. Such compensation may from time to time be varied on notice to the agent. As most pertinent, Atlas' Rule 19 specifies divisions of revenue, on a percentage basis, for (A) accessorial services performed on government shipments, and (B) line-haul transportation of (1) government shipments moving more than 600 miles at full rates, (2) government shipments moving more than 600 miles on rates below full Military Rate Tender, and (3) government traffic moving less than 600 miles at full rates.

Atlas indicates that new applicants will be accorded participation in the proposed pooling plan by filing with the Commission proof of (1) their agency with Atlas and (2) a copy of their motor carrier authority. Atlas also proposes to update its pooling plan periodically by submitting to the Commission copies of agency contract amendments or amendments of its rules and regulations.⁴

Applicants believe that the relevant transportation markets affected by the proposed agreement potentially encompass all points in the United States. However, they assert that a large number of competitive routing and service alternatives would remain if the agreement were approved. Applicants contend that there would be no lessening of competitive alternatives. Applicants maintain that, *vis-a-vis* the pooling arrangement which the proposed agreement is intended to replace, there will, in fact, be increased competition for household goods traffic. Atlas believes that its revised pooling plan promotes a competitive environment that it causes carrier-agents holding operating authority other than that of the type described above to become independent and to compete with Atlas rather than share its services, facilities, and equipment. Atlas adds that, by pooling with a fewer number of carrier-agents and with carrier-agents possessing and operating more limited authorities, it is acting in such a manner as to improve the competitive environment.

The application contains the required rate certification and environmental impact statement.

.03 The Comments.—In response to the *Federal Register* publication in this

4. Applicants are advised that any action which will materially amend, or modify an

approved pooling agreement will require Commission approval.

proceeding; comments in favor of an approval of the application were filed by Atlas, and comments seeking disapproval of the application were filed by Robert J. Gallagher, an attorney representing "a score of Atlas Van Lines agents, [not otherwise identified] involved in a dispute with Atlas over the proposed termination by Atlas of these carrier agents" Atlas, in its comments, essentially reiterates statements made in its application to the effect that (1) the proposed plan will provide a broader pool of equipment and a nationwide dispatching and agency system for the provision of government and military traffic services, and (2) the proposed pooling would result in an improved competitive environment as compared with that which existed under the previously approved Atlas pooling plan. The comments in opposition argue that the proposed pooling plan is part of an Atlas program that is in overall effect anti-competitive. They contend that nothing has been presented to show why Atlas should be allowed to pool on "government" traffic and refuse to pool on "commercial" traffic. They argue, additionally, that nothing has been presented to show why carrier-agents which can serve the government under broad authorities other than the specific government-related authorities involved here should not be included in the proposed arrangement.

04 Decisional Criteria.—The statutory provisions governing pooling and division of transportation or earnings appear at 49 U.S.C. 11342, as amended by the Motor Carrier Act of 1980 (MCA) and the Household Goods Transportation Act of 1980 (HGTA). Prior to the 1980 amendments, the Commission could approve proposed pooling or division if (a) the carriers involved assented to the proposal and (b) we found that the pooling or division of traffic, services, or earnings (1) would be in the interest of better service to the public or of economy of operation and (2) would not unreasonably restrain competition.

The MCA altered the criteria by adding an initial decisional stage. Pursuant to section 11342(b)(1), a pooling agreement must now be submitted to the Commission for approval not less

than 50 days before its effective date. During this 50 day period, the Commission must initially determine whether the pooling agreement is of major transportation importance and whether there is substantial likelihood that the agreement will unduly restrain competition. If agreement is not of major significance and will not unduly restrain competition, we are required by the statute to approve the agreement without a hearing. Where either factor is found to exist, however, an evidentiary hearing must be held. In such circumstances, notice of the application will be published in the *Federal Register* and the Commission will schedule an evidentiary hearing in order to consider (1) whether the proposed agreement will be in the interest of better service to the public or of economy in operation and (2) whether it will unduly restrain competition.⁵

As particularly pertinent to this proceeding, the HGTA amended section 11342 by the addition of subparagraph (b)(2) which provides that, "In the case of an application for Commission approval of an agreement or combination between a motor common carrier providing transportation of household goods and its agents . . . such agreement or combination shall be presumed to be in the interest of better service to the public and of economy in operation and not to restrain competition unduly if the practices proposed to be carried out under such agreement or combination are the same as or similar to practices carried out under agreements and combination between motor common carriers providing transportation of household goods . . . approved by the Commission before [October 15, 1980]." (Emphasis added.)

It should be noted, further, that the also added subparagraph (b)(3) which requires that the Commission

streamline, simplify, and expedite, to the maximum extent practicable, the process (including, but not limited to, any paperwork) for submission and approval of applications under this section for agreements and combinations between motor common carriers providing transportation of household goods and their agents.

⁵ See Ex Parte No. MC-141, *Motor Carrier Pooling Application*, 127 M.C.C. 746 (1981), in which the Commission set forth its general

policy and promulgated rules implementing the amended statute.

In this proceeding, we determined that Atlas' proposal was potentially of major transportation importance and might affect competitive relationships in the household goods industry. Accordingly, notice of the proposal was published in the *Federal Register* and comments concerning these issues were solicited.

.05 Discussion.—In evaluating the proposed arrangement, we must first make a determination of whether it constitutes a pooling or division of traffic or services or any part of carrier earnings. Without question, the proposed agreement between a household goods carrier and its agents constitutes a pooling agreement. See *Practices of Motor Common Carriers of Household Goods*, 115 M.C.C. 628 (1972); *Atlas*, 70 M.C.C. 629, *supra*; and *United Van Lines, Inc., Pooling*, 70 M.C.C. 587 (1957). Additionally, we find that the involved carriers assent to the pooling agreement.

Next, we must determine whether the presumption of section 11342(b)(2), discussed above, is applicable. Section 11342(b)(3) directs us to assess whether the practices proposed to be carried out are the same as or similar to practices carried out under agreements between household goods carriers approved before October 15, 1980. As noted above, Atlas has operated pursuant to a pooling agreement for some 25 years. Applicants assert that in this proceeding, the proposed arrangement differs from the previously approved pooling arrangement only in that the type of carrier with which Atlas would pool is "more restrictive in nature." Whereas Atlas previously pooled with carriers holding authority enabling them to transport household goods for both commercial and government or military accounts, Atlas now would pool only with carriers authorized to handle government or military household goods traffic. (As indicated in *Atlas*, 127 M.C.C. 799, *supra*, to the extent Atlas might pool with agents which are not regulated carriers, such arrangements are not subject to our jurisdiction and, thus, do not require comment here.) Applicants assert that, except with respect to the type of carrier with which Atlas would pool, as specified above, the proposed pooling agreement contains general terms and

conditions virtually identical to those contained in previous pooling combinations and applications. Applicants' arguments respecting this issue stand un rebutted, and we are persuaded that the proposal is similar to existing industry agreements.⁶ We thus must find that the section 11342 presumption arises that the proposed agreement will be in the interest of better service to the public and of economy in operation and not to restrain competition unduly.

All that appears before us in the nature of rebuttal are comments presented on behalf of unidentified Atlas agents. The comments do not address the issue of whether the agreement is in the interest of better service to the public and of economy of operation. Rather, they relate solely to the issue of whether the agreement would unduly restrain competition.

The commentators argue that no evidence has been presented to show why Atlas should be allowed to pool government or military traffic and to refuse to pool shipments of commercial traffic. The statute is, of course, permissive. Atlas cannot be required to combine its services, facilities, or equipment with any competitor, and it may withdraw from any approved pooling arrangement if it chooses to do so. It is within Atlas' province to withdraw from an existing agreement and to propose a new, more limited agreement. The statute implicitly recognizes this fact. No cogent reason appears why Atlas should be precluded from entering into an agreement which is limited to the pooling of government or military traffic.

The commentators question why carrier-agents which are authorized to handle government or military household goods traffic under authorities other than those described hereinabove are not included in the proposed agreement. By the proposed agreement, Atlas admittedly seeks to separate itself from its competitors holding broad household goods authority and to require them to operate independently. Recently, in *Ex Parte No. 55 (Sub-No. 57), Exemption of Transactions under 49 U.S.C. §11343* (not printed), decided June 1, 1983, the Commission indicated that,

6. We note further that a number of existing pooling arrangements (including that earlier proposed by Atlas) provide for pooling

between household goods carriers and non-carrier agents. As noted, such agreements are not subject to our scrutiny.

The competitive atmosphere which has existed since the enactment of the [Motor Carrier Act of 1980] ensures that numerous carriers are able to compete for all traffic. [M]any carriers hold or may easily obtain nationwide authority and vigorously compete for traffic in national or regional markets. The Commission also noted in that proceeding that,

The motor carrier industry is naturally competitive. It is not a capital intensive industry, and start-up costs are quite low. Perhaps important, there also not appear to be significant economies of scale in trucking. Thus, the small compete quite effectively with the large. Atlas, too, apparently recognizes these facts and seeks to take action to preserve its competitive posture in the marketplace.

Commentors characterize the proposed pooling plan as anti-competitive and contend that the Commission should not approve arrangements having anti-competitive potential. The object of pooling arrangements, it should be recognized, is ordinarily the restraint of competition. It is the Commission's mandate, in approving a pooling agreement, to find that the restraint shall not be undue. *Red Ball Motor Frt. Pooling-Thunderbird*, 122 M.C.C. 557 (1976). In this proceeding, there is insufficient evidence to rebut the presumption that the proposed pooling agreement will not restrain competition unduly. Indeed, the proposed pooling agreement in some respects would appear to be more pro-competitive than that to which Atlas previously has been a party. As compared with the previously approved pooling agreement, the proposed agreement is more limited in scope, involves fewer carrier-agents, and involves carrier-agents holding more limited authorities. We see no reason to conclude that the proposed agreement would unduly restrain competition.

In sum, the presumption in favor of approval and authorization has not been rebutted. In these premises, the statute requires us to approve and authorize the agreement for such consideration, and upon such terms and conditions, as we find to be just and reasonable. 49 U.S.C. 11342(b)(1). The consideration, terms, and conditions outlined above are just and reasonable, and, accordingly, the agreement will be approved and au-

thorized subject to the conditions stated below. We remind applicants that any material amendment or modification of their agreement requires Commission approval. Finally, we advise applicants that, pursuant to 49 U.S.C. 11342(c) and 11145, we reserve the right to require the filing of such special reports or supplemental information as we may later deem to be required.

We find:

The considered agreement constitutes an arrangement for the pooling and division of transportation within the meaning of 49 U.S.C. 11342. The agreement or combination will be in the interest of better service to the public or of economy in operation and will not unduly restrain competition. The agreement is assented to by all the carriers involved. The provisions for consideration between the carriers, and the terms and conditions of the agreement, are just and reasonable.

This decision will not significantly affect the quality of the human environment or the conservation of energy resources.

It is ordered:

1. The pooling of service by Atlas Van Lines, Inc. and the carrier-agents listed in the appendix is approved and authorized, subject to the terms and conditions of the application and this decision.

2. The decision shall be effective on the date of service.

By the Commission, Chairman Taylor, Vice Chairman Sterrett, Commissioners Andre and Gradison. Chairman Taylor dissented with a separate expression.

06 Chairman Taylor, dissenting. My concerns with regard to this proceeding are two-fold. First, I am not persuaded that the facts of this case justify allowing Atlas the benefit of the presumption set forth in 49 U.S.C. 11342(b)(2). Secondly, absent the presumption, 49 U.S.C. 11342(b)(1) requires the Commission to hold a hearing on the possible anti-competitive effects of the new Atlas pooling agreement, and because of the skeletal

record in this case, I believe such a hearing would be worthwhile.

With respect to my first concern, section 11342(b)(2) provides that household goods pooling agreements are presumed:

to be in the interest of better service to the public and of economy in operation and not to restrain competition unduly if the practices proposed to be carried out under such agreement or combination are the same as or similar to practices carried out under agreements and combinations between motor common carriers providing transportation of household goods to pool or divide traffic or services or any part of their earnings approved by the Commission before the date of enactment of this paragraph.¹

Thus, to qualify for the presumption, we must be able to conclude that the proposed agreement and the practices it will implement are "the same or similar" to practices carried out under previously approved agreements. In this case, there is no reliable evidence to support a finding that the new agreement is the same as or similar to any earlier sanctioned pooling agreements.

All that the record does contain is a single reference by Atlas (on page 11 of the application) to the similarity between the new agreement and the old one. This reference states:

In this case, the Atlas proposal for revision of its carrier agent pooling plan differs from past practices only in that the type of carrier with which Atlas will pool is more restrictive in nature. Otherwise, the general terms and conditions are virtually identical with past practices carried out thereunder with previous pooling applications and combinations.

Therefore, apart from the Atlas assertion that the only change in the new agreement concerns the type of carriers Atlas proposes to pool with, there is no evidence to support a finding that the terms of the new and old agreements are the same or similar to each other.²

However, even assuming, for the sake of argument, that all of the provisions in

the proposed Atlas agreement are identical to those in the old Atlas agreement, save only the limitation as to participants, this restriction is sufficient, in and of itself, to render the proposed agreement dissimilar and hence undeserving of the statutory presumption. Excluding most carrier agents can only be regarded as a fundamental alteration of the business relationship between Atlas and its family of agents.

The new pooling agreement is intended to supersede the old pooling agreement initially approved by the Commission in *Atlas Van Lines, Inc. - Control and Merger*, 70 M.C.C. 629 (1957), *aff'd* 75 M.C.C. 175 (1958). This old agreement, as modified, granted all Atlas agents the right to obtain and extend operating authority without fear of their agency contracts being terminated. Under the new agreement, Atlas would not pool with certificated carriers, except those holding *Kingpak*, pack and crate, and Ex Parte No. MC-107 authorities. Thus, most Atlas carrier agents will now be forced to either give up their operating authority, or surrender their status as agent members of the Atlas family.

Subjecting most Atlas carrier agents to this choice could have significant anti-competitive effects. Congress recognized that pooling agreements carry with them the potential of being anti-competitive, and as a result, the statute was designed so that the Commission could study the ramifications of pooling agreements before sanctioning them. With this decision, the safeguards of the statute have been effectively circumvented by an unwarranted reliance upon the presumption.

The statute, absent the presumption, requires the Commission to follow the procedure outlined under section (b)(1), which provides:

... the Commission shall determine whether the agreement or combination is of major transportation importance and whether there is substantial likelihood that the agreement or combination will unduly restrain competition.

If we find that either one of these factors is present, then:

1. This paragraph was enacted on October 15, 1980.

2. The record and the majority decision are both devoid of any citation to any previously

filed agreement that is the same or similar to the one proposed here.

the Commission shall hold a hearing concerning whether the agreement or combination will be in the interest of better service to the public or of economy in operation and whether it will unduly restrain competition.

In this proceeding, the majority decision finds that the new pooling agreement is of major transportation importance. Therefore, a hearing should be convened for that reason alone. However, I believe there is also a question as to whether or not the new pooling agreement is unduly anti-competitive.

Atlas contends that the proposed agreement "improves the competitive environment by pooling with a fewer number of carrier agents and with carrier agents possessing and operating more restricted operating authorities." On the other hand, the protesting carrier agents claim that the proposed agreement is anti-competitive, presumably because it will prevent Atlas' carrier agents from

competing with Atlas for certain kinds of traffic. Ultimately, in the view of these protestants, the new agreement will reduce the number of competitors Atlas will have to face in the marketplace. Clearly, these conflicting contentions can only be properly resolved through the hearing process, so that an informed decision can be rendered based upon a full and complete record.

The (b)(1) procedure and analysis, which I believe is mandated here because of the unavailability of the (b)(2) presumption, should yield the data necessary to answer the important question of whether the new Atlas pooling agreement does or does not have anti-competitive ramifications. A summary finding to this effect, based upon an improper resort to the presumption, has produced a conclusion which may or may not be justified. To the extent such conclusion proves to be unjustified, it is household goods shippers that will suffer the consequences.

~~[¶ 37,057] Control of Duplicate Operating Rights; Ex Parte No. MC-79 (Sub 2).¹~~

~~By the Commission; August 18, 1983; 127 MCC 811.~~

~~Duplicate operating rights—Passenger motor carriers—Elimination of prohibition against duplicate authority.—The Interstate Commerce Commission decided to amend its regulations to remove the prohibition against motor carriers of passengers holding duplicate operating rights under common control. Simultaneously, the Commission issued a final policy statement that it would no longer follow its past practice of denying motor carrier passenger operating rights applications merely because they would result in commonly controlled carriers holding duplicating authority.~~

~~Back references.—¶ 203.01; 203.60.~~

~~01 Background facts.—We initiated these proceedings to reexamine our policy prohibiting the holding of duplicate operating authority by motor passenger carriers under common control in light of the regulatory changes brought about by the Bus Regulatory Reform Act of 1982 (Bus Act), Public Law 97-261 (1982). By notice of proposed rulemaking in Ex Parte No. MC-79 (Sub-No. 2), published in the Federal Register on March 30, 1983, we proposed to amend the regulations at 49 CFR 1181.3(c) and 1183.6 to remove the prohibition. In a simultaneously issued notice of proposed policy statement in Ex~~

~~Parte No. MC-152 (Sub-No.1), we proposed to change our past practice of denying motor carrier passenger operating rights applications merely because they would result in commonly controlled carriers holding duplicating authority.~~

~~We had previously examined these same policies as they affect motor property carriers in Ex Parte No. MC-79 (Sub-No. 1), *Control of Duplicate Operating Rights*, 127 M.C.C. 780 (1981).² In that proceeding, we removed the prohibitions and issued a policy statement that applications for property authority would no longer be denied merely because they would result in commonly controlled~~

~~1. This decision embraces Ex Parte No. MC-152 (Sub-No. 1), Policy Statement Regarding Duplicate Operating Rights.~~

~~2. That proceeding embraced Ex Parte No. MC-152, Policy Statement Regarding Duplicate Operating Rights.~~

ORIGINAL

**[PURSUANT TO 49 C.F.R. 1104.14,
APPENDIX 5 IS BEING SUBMITTED SEPARATELY
TOGETHER WITH A MOTION FOR A PROTECTIVE ORDER]**