

Before the
SURFACE TRANSPORTATION BOARD
Washington, D.C.

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STB Docket No. MC-F- 21114
ALLIED VAN LINES et al. – POOLING

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

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TABLE OF CONTENTS

I.	INTRODUCTION	2
II.	ARGUMENT	3
III.	NAVL AFFILIATE	8
IV.	EVIDENCE REQUIRED BY 49 C.F.R. § 1184.2	8
(a)	Proposed Parties to Pooling Agreement	8
(b)	General Description of Transaction	9
(c)	Specific Description of Proposed Parties' Operating Authorities	9
(d)	Reasons Why Proposed Agreement Involves "Genuine" Pooling	9
(e)	Description of Relevant Transportation Markets.....	10
(f)	Competitive Routing and Service Alternatives.....	11
(g)	Public Benefits.....	12
(h)	Assessment of Competitive Impacts.....	12
(i)	Compliance With Restrictions on Collective Ratemaking	13
(j)	Relative Transportation Importance of the Proposed Pooling Agreement	14
(k)	Energy and Environmental Effects	14
(l)	Certification	15
(m)	Copies of Specific Authorities	15
V.	CONCLUSION.....	15

VERIFICATION

APPENDICES

- (1) Copy of Proposed Pooling Agreement
- (2) Listing of Pooling Participants; Description of Operating Authorities
- (3) Draft *Federal Register* Notice

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Pursuant to 49 C.F.R. Part 1184, Allied Van Lines, Inc. (“ALLIED”) and twelve (12) of its household goods agents who hold interstate operating authority(ies) (“Carriers”) hereby apply to the Surface Transportation Board (“STB” or “Board”) for approval under 49 U.S.C. § 14302 of a pooling agreement (“Proposed Agreement”) between ALLIED and such Carriers for the transportation of household goods as defined at 49 U.S.C. § 14302.

The Proposed Agreement is reproduced in Appendix 1 to this Application. The Carriers joining in this Application are listed in Appendix 2 and also listed are the subsidiary motor carriers of ALLIED joining this Application. These operating authorities (collectively, the “Authorities”) have been issued by the Federal Motor Carrier Safety Administration and predecessor 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 January 26, 2024. *See* 49 U.S.C. § 14302(c)(1).

I. INTRODUCTION

Founded in 1928, ALLIED established a nationwide and global network comprising over One-Hundred Two (102) household goods agents (each an “Agent”), including but not limited to the Carriers mentioned in this Application. ALLIED actively participates in the market for household goods transportation and related relocation services, catering to major corporate employers in the United States (referred to as "National Accounts"); individuals seeking relocation services at tariff rates (referred to as "Consumer Accounts"); the transportation of household goods for military and civilian personnel undergoing relocation by the United States Department of Defense (“DoD”) (referred to as "Military Accounts"); and the transportation of household goods for federal employees undergoing relocation by the U.S. General Services Administration (“GSA”) (referred to as “Government Accounts”). Each of these categories (National Accounts, Consumer Accounts, Military Accounts, and Government Accounts) is considered an "Account" and are, collectively, referred to as "Accounts."

In the context of these Accounts, the responsible entity for arranging shipments is known as a "Shipper." A "Shipment" refers to the interstate transportation of household goods, as defined by 49 U.S.C. § 13102(10).

It is important to note that not all companies in an agency relationship with ALLIED possess their own interstate operating authorities and, consequently, not all ALLIED Agents will be participating under the Proposed Agreement. Therefore, the scope of the Proposed Agreement applies specifically to a small subgroup of ALLIED Agents referred to as “Carriers” within this Application. These Carriers will primarily, though not exclusively, (i) serve Military Accounts acting as transportation service providers qualified by the DoD and/or (ii) Government Accounts acting as transportation services providers qualified by the GSA within the Centralized Household

Goods Traffic Management Program (CHAMP) (each, a “TSP”) and/or (iii) Consumer Accounts where Shipments do not exceed a distance of seventy-five (75) miles from a Carrier’s terminal.

The objective of the Proposed Agreement is to restrict competition within the ALLIED brand while enhancing ALLIED’s ability to compete for the business and servicing of Military Accounts and Government Accounts.

Within the GSA’s CHAMP program, TSPs are required to hold their own household goods operating authority. Within the DoD’s current Defense Personal Property Program (DP3) and its successor program, the Global Household Goods Contract (GHC), the competitive market for Military Accounts is expected to expand. The new GHC program includes significant administrative burdens and requirements compared to the DoD’s existing DP3 program. ALLIED’s business model — which features access to significant systems capability, administrative support, and streamlined and consistent services — provides smaller Carriers the opportunity to participate in the GHC by offering efficient and quality moves for Military Accounts and to participate in the CHAMP by offering efficient and quality moves for Government Accounts. Thus, the Proposed Agreement will broaden the pool of eligible TSPs needed to support the increased Military Shipments expected under the GHC and to serve Government Shipments under CHAMP.

II. ARGUMENT

After ALLIED’s establishment in 1928, ALLIED applied for an application for household goods hauling authority on February 10, 1936 and granted February 5, 1946 and updated with a certificate from the Interstate Commerce Commission (ICC) on January 12, 1959, that granted it the authority to transport household goods across the United States. ALLIED operated using a “carrier agent” model, where it held nationwide Authorities as a national household goods motor carrier; and it formed agency relationships with local and regional household goods carriers. Under

these arrangements, the carrier agents provided origin and destination services for shipments moving under ALLIED's Authorities, while ALLIED offered marketing support, linehaul transportation, pricing services, billing, collection, claims handling, and other management functions. However, some carrier agents also continued to handle shipments under their own Authorities without ALLIED's involvement.

These agency agreements between ALLIED and carrier agents were documented and specified procedures for shipment booking, agent compensation, operational responsibilities, and the allocation of shipments in cases where their Authorities overlapped. Recognizing that such allocation processes inherently limited competition, the ICC determined early on that these arrangements required approval and antitrust protection as "pooling" agreements under the Interstate Commerce Act's § 5(1). ALLIED obtained ICC pooling approval for its carrier agent arrangements in a case known as *Allied Van Lines, Inc. – Investigation of Control* MC-F1775 (1943) ("*ALLIED Pooling*") where ICC approved the proposed plan where carrier agents would pool their entire interstate and foreign intercity household goods carrier business and appoint ALLIED as their sole agent and attorney in fact to manage the pooled business, to transport pooled traffic, and to establish, file and publish all tariffs of rates for carriage of pooled traffic in its name. This approach effectively provided a Shipper with three primary options: 1) if a Shipper wanted to move to a point beyond the carrier agent's operating certificate, the agent would tender the Shipment to ALLIED; 2) if a Shipper wanted to move to a point within the carrier agent's operating certificate, but specified it wanted ALLIED's service, the carrier agent would tender the Shipment to ALLIED; or 3) if the Shipper wanted to move to a point within the carrier agent's operating certificate but did not specify it wanted ALLIED's service, the carrier agent could exercise discretion whether to haul it or tender it to ALLIED. The primary function of the arrangement

agreed to in *ALLIED Pooling* was to bring together under a single coordinating agency available traffic and equipment in such a manner as to provide efficient and economical utilization of the equipment in a way to minimize or elimination of empty miles.

Under the regulatory framework of the Motor Carrier Act of 1935 (MCA-35), which imposed strict geographic limitations on service territories, the carrier agent arrangements worked satisfactorily for ALLIED. At that time, ALLIED held broad nationwide Authorities, while its carrier agents generally had Authorities of much narrower scope. This limited the competition between ALLIED and specific carrier agents, not only due to the terms of the approved ALLIED pooling agreement but also because of the narrow Authorities held by the carrier agents. However, circumstances changed significantly with the passage of the Motor Carrier Act of 1980 (MCA-80). As the Board is aware, MCA-80 made broad nationwide authority readily available to almost all motor carriers, including the carrier agents used by ALLIED.

In light of these changes, ALLIED revised its agent policy, acknowledging that carrier agents with their own broad Authorities would have conflicting interests that could hinder their cooperation with ALLIED as agency partners. As a result, ALLIED made the decision to discontinue the use of carrier agents who held their own Authorities as motor carriers. This led to ALLIED's discontinuing the use of the previously approved pooling agreement in *ALLIED Pooling* with respect to Consumer Account and National Account business. During a specified transition period, ALLIED generally required its carrier agents to either relinquish their Authorities or establish a separate corporate entity to maintain the agency relationship with ALLIED for the purposes of serving Consumer Accounts and National Accounts.

However, ALLIED made an exception to its policy that otherwise prohibits Agents from having their own federal interstate hauling authority, taking into account the unique requirements

set by the Department of Defense (DoD). Specifically, DoD regulations require that service providers hold their own federal interstate operating authority as a prerequisite for qualifying as a TSP for direct awards of Shipments from Military Accounts. These Shipment awards are rotated among TSPs meeting DoD qualifications in specific traffic lanes under the DP3. GSA regulations likewise require that TSPs in the CHAMP must hold their own federal interstate operating authority as a prerequisite to receiving awards of Shipments from Government Accounts. Furthermore, qualified motor carriers have been permitted to pool their awarded shipments under ICC-approved agreements. For a major van line like ALLIED, the number of DoD-qualified agents and GSA-qualified agents in its network has played a crucial role in determining its market share in the Military Accounts and Government Accounts sector.

Instead of prohibiting the Carriers from holding Authorities, the Proposed Agreement allows the Carriers to possess the broader Authorities currently granted by the FMCSA. However, the Proposed Agreement restricts the use of those Authorities for anything other than Military Accounts, Government Accounts, or transporting Shipments for Consumer Accounts within a maximum distance of seventy-five (75) miles from a Carrier's terminal. ALLIED's practice of limiting Carriers' interstate Authorities has case law support including *Rothery Storage & Van vs. Atlas Van Lines, Inc.* 792 F.2d 210 (D.C. Cir. 1986) (Bork.J.) cert denied. 479 U.S. 1033 (1987). *See also Three-Way Corporation v. I.C.C.* 792 F.2. 231, cert denied 479 U.S. 985 (1986).

ALLIED and Carriers develop Accounts together and, thus, share a common focus on "inter-brand" competition from other major van lines. Indeed, in the forty-three years since the passage of MC-80, it can be seen that the strength of the household goods industry is derived from inter-brand competition, not intra-brand competition from within a van line agency network. The shared focus on inter-brand competition mitigates the risk of a van line's own agents hitching a

“free ride” off the van line and dissuades carriers who have their own Authorities from using the van line’s advertising and brand identification to gain competitive advantage. The van line model is premised on a common goal of maximizing resource efficiency, which likewise dissuades carriers from hauling their own shipments at unnecessary expense and operational complexity.

Eliminating intra-brand competition through the Proposed Agreement is in the best interest of the public by ensuring ALLIED and Carriers continue their common focus on inter-brand competition. The ICC and the STB have recognized, historically, the importance of inter-brand competition for the public interest and that limiting intra-brand competition does not unduly restrict competition in the household goods industry. *See Mayflower Transit LLC Pooling Agreement*, STB Docket NO. MC-F 17950 (Served December 3, 2009), *Atlas Van Lines Inc. Pooling Agreement*, STB Docket No. MC-F 21010 (Served February 23, 2005), and *Wheaton Van Lines, Inc. Pooling Agreement*, STB Docket No. MC-F 19309 (Served November 10, 2011).

ALLIED’s approach under the Proposed Agreement enables Carriers to meet the ongoing GSA and DoD requirements for household goods TSPs to hold their own Authorities in order to act as a TSP while still limiting potential conflicts of interest from intra-brand competition that led ALLIED to discontinue pooling with carrier agents in the first place. The Carriers operating under their own authorities for Consumer Accounts within the specified distance act as special cases within their agency agreement with ALLIED, primarily conducting local operations within metro areas that overlap states’ borders.

As subsequent sections of this Application will demonstrate, the practical implications of the Proposed Agreement do not impose greater restrictions on competition than those imposed by previous ICC-approved pooling arrangements. This Application includes precedent for the approval of pooling agreements that limit the use of held Authorities. Given these reasons, as well

as the fact that the Proposed Agreement affects only a small portion of ALLIED's global agent network and touches only a negligible portion of the overall household goods market, this Application requests the approval of the Proposed Agreement without the need for hearings as outlined in 49 U.S.C. § 14302(c)(2).

III. ALLIED AFFILIATE

ALLIED's corporate affiliate North American Van Lanes, Inc. ("NAVL") has separately filed a pooling application similar to this Application with the Board. The merger of NAVL and Allied was not challenged by the ICC in 1998 when notice of the transaction was made with the ICC through the ICC's Notice of Exemption process then appearing at what was previously 49 C.F.R. Part 1186. NAVL and Allied share various administrative and back-office services which are shared by all of their affiliated companies, as well; and the revenues of these entities are also consolidated with NAVL and Allied. 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 Pooling Agreement. The parties to the Proposed Agreement are ALLIED and the twelve (12) Carriers listed in Appendix 2. As required under 49 U.S.C. § 14302(c)(3), ALLIED and all of the Carriers have "assented to," i.e. executed, the Proposed Agreement set forth in Appendix 1. By executing that instrument, the Carriers have authorized representatives of ALLIED to sign and verify this Application on their behalf. *See Proposed Agreement, Section 6.*

As part of this Application, ALLIED requests the Board's authorization to add other Carriers as parties to the Proposed Agreement in the future, upon written notification to the Board specifying the names and Authorities of such additional Carriers and confirming that they have become signatories to the Proposed Agreement. Such notification concerning additional Carriers would be consistent with the procedure allowed by this Board in connection with other pooling applications See, e.g., No. MC-F-21010, *Atlas Van Lines, Inc. et al. – Pooling*.

(b) General Description of Transaction. The Proposed Agreement's primary objective is to restrict competition within the ALLIED brand (intra-brand) while enhancing ALLIED's ability to compete against other major van lines (inter-brand) and serve Military Accounts, Government Accounts, and Consumer Accounts where Shipments do not exceed a distance of seventy-five (75) miles from a Carrier's terminal. Carriers and ALLIED would pool Military Accounts and substantially all other household goods transportation services would be provided to Accounts under ALLIED's Authorities.

(c) Specific Description of Proposed Parties' Operating Authorities. ALLIED operates under MC 15735 as a motor contract carrier of household goods while the Carriers will operate under their respective Authorities listed in Appendix 2. To the extent that 49 C.F.R. § 1184.2 might be read as also requiring Appendix 2 to include actual reproductions of each Carrier's Authorities, ALLIED and the Carriers hereby request the Board to waive that requirement with regard to the post-Trucking Industry Regulatory Reform Act of 1994 ("TIRRA") authorities. Paper copies of post-TIRRA authorities are not readily available from FMCSA and would make Appendix 2 unnecessarily long.

(d) Reasons Why Proposed Agreement Involves "Genuine" Pooling. The Proposed Agreement transcends a mere interline or lease arrangement. While it encompasses the collaborative

utilization and management of equipment, employees, and facilities akin to interline partnerships or inter-carrier leases, it goes beyond that. The agreement also entails the distribution of shipments among carriers, each capable of independently handling such shipments under their respective authorities. Please refer to Section 3 of the Proposed Agreement (enclosed in Appendix 1) for further details. This Section not only outlines the circumstances in which Agents are required to submit their awarded Military Accounts, Government Accounts, or Consumer Accounts to ALLIED, even if they possess the capacity to handle them autonomously, but also imposes restrictions on Agents from utilizing their authorities for handling household goods shipments other than Military Accounts, Government Accounts, or limited Consumer Accounts. Due to these commitments regarding shipment allocation among potentially competing motor carriers, the Proposed Agreement involves a "division of traffic" necessitating approval as a pooling arrangement under 49 U.S.C. § 14302.

(e) Description of Relevant Transportation Markets. The scope of the Proposed Agreement is specific to ALLIED's household goods transportation business related to Military Accounts, Government Accounts, and narrowly limited Consumer Accounts, as defined in this Application. The Proposed Agreement focuses primarily on the Military Accounts market. The DoD is widely recognized as the largest single "customer" within the household goods transportation industry, and the DoD dictates industry-wide charges through its 400 NG Baseline Rates Tariff. Similar to the DoD, the GSA dictates industry-wide charges through its GSA-500A Tariff and is a similarly large "customer" within the household goods transportation industry. Military Accounts and Government Accounts make up approximately eight percent (8%) of total shipments across the household goods industry, and of this segment, ALLIED has less than eight percent (8%).¹

¹ *July 2023 Monthly Data Study Report*, American Truck Association, Moving and Storage Conference

(f) Competitive Routing and Service Alternatives.

The implementation of the Proposed Agreement by ALLIED and Carriers would have minimal to no impact on the competitive routing and service alternatives available to Military Accounts, Government Accounts, and certainly no impact to Consumer Accounts. As of September 29, 2023, the FMCSA indicates that there are 8,203 carriers registered with household goods motor carrier authority. The implementation of the Proposed Agreement between ALLIED and Carriers impacts a small fraction of this total (0.23%), leaving shippers with significant options for qualified household goods motor carriers.²

It is important to note that none of the Carriers is a major van line; each is an existing ALLIED Agent who has acquired an FMCSA Authority to meet the TSP prerequisites of the DoD or GSA or has retained its Authority for limited Consumer Accounts as detailed herein. While most of these Authorities align with the broad post-TIRRA model provided by the FMCSA, the new Carriers will willingly agree to limit their independent services to Military Accounts, Government Accounts, or restricted mileage for Consumer Accounts, as stipulated by the Proposed Agreement.

Therefore, it is crucial to understand that no consolidation or operational combination among major van lines is being proposed in this context. On the contrary, Accounts will continue to have access to and the ability to seek competitive services from all major van line competitors of ALLIED and their respective agency networks, as well as all other “independent” interstate household goods carriers. Furthermore, the DoD will maintain strict regulation and oversight over the Military Accounts market and the GSA will maintain strict regulation and oversight over the

² FMCSA Licensing & Insurance (L&I) Snapshot Date – September 29, 2023.

Government Accounts, ensuring that the DoD and GSA retain appropriate control and influence in the industry.

(g) Public Benefits. As described in the “Background” section of this Application, ALLIED is seeking its pooling arrangements primarily for Military Accounts in order to comply with DoD regulatory requirements and strengthen its network in that market but also for the more limited purpose of complying with the GSA’s prerequisites for serving the Government Accounts. With a more efficient Agent network focused on inter-brand competition, ALLIED believes it can provide improved relocation services for all Accounts; however, with respect to Military Accounts in particular, ALLIED believes such efficiencies provide for more competition between major van lines and will increase efficiencies throughout the household goods industry, thereby directly benefiting DoD service members and their families.

(h) Assessment of Competitive Impacts. Growth in Military Accounts and Government Accounts for ALLIED under the Proposed Pooling Agreement would impact “inter-brand” competition where each household goods motor carrier, large and small, can participate and compete for Military Accounts and Government Accounts. However, ALLIED must deal with two complicating factors: First, the DoD and GSA each have a longstanding prerequisite that household goods TSPs must hold their own Authorities before being eligible to participate in the DP3. Second, ALLIED 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 ALLIED, the use of carrier agents who also are potential rivals in a broad range of markets would create a “free ride” problem that was compellingly described in *Rothery*, 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 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.

The Proposed Agreement aims to address the DoD and GSA requirements by allowing Carriers to obtain and maintain the broad Authorities offered by the FMCSA. However, these Authorities would primarily be utilized for Military Accounts and Government Accounts as long as the Carriers choose to participate in pooling arrangements with ALLIED. The restrictions outlined in the Proposed Agreement serve the ongoing purpose of enabling ALLIED to establish a competitive network of Carriers who are in compliance with DoD and GSA requirements, while also minimizing the distortions in the marketplace caused by unauthorized utilization.

STB's approval of the Proposed Agreement will foster increased competition among major van lines for Military Accounts and Government Accounts. Specifically, the Proposed Agreement will create new business opportunities for existing ALLIED Agents, as well as for small and start-up household goods carriers, by broadening the pool of eligible service providers capable of becoming agents for ALLIED. Additionally, if the opportunity to learn the household goods business as a carrier agent for a van line is considered as a distinct market, the Proposed Agreement will enhance the dynamism of that market by expanding the options available to start-up operators seeking a van line carrier agency relationship.

(i) Compliance With Restrictions on Collective Ratemaking. The transportation rates to be utilized under the Proposed Agreement will not violate the restrictions on collective ratemaking. ALLIED and Carriers (acting in their capacity as ALLIED agents) will utilize ALLIED's tariff for

National Accounts and most Consumer Accounts in conformance with tariff statutes and regulatory structure; and, therefore, there are no violations of restrictions on collective ratemaking. Non-military rates are governed by 49 USC § 13907 which authorizes discussion of rates between ALLIED and its agents. No other certifications are required for the following reasons: (1) Carriers acting as a TSP for Government Accounts require compliance with the GSA-500A Tariff; (2) Carriers acting as a TSP for Military Accounts are required to be in compliance with the 400 NG Baseline Pricing Tariff for DP3 moves; and (3) the GHC program is a fixed price contract for which no pricing tariffs exist.

(j) Relative Transportation Importance of the Proposed Pooling Agreement. The implementation of the Proposed Agreement will not have a significant impact on the interstate transportation system.

As noted, the household goods industry primarily operates on inter-brand competition rather than intra-brand competition – e.g. ALLIED's competitors are other major van lines, not its agents. In addition, the relevant market for this Application is primarily limited to Military Accounts and to a lesser extent Government Accounts, rather than the broader household goods transportation industry.

The Proposed Agreement allows ALLIED to create more business opportunities for its Agents while also preserving competition between van lines. In summary, the Proposed Agreement holds little relative transportation significance in the broader context.

(k) Energy and Environmental Effects. It has long been understood that the van line 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. Because the Proposed Agreement is intended to optimize resource efficiency in ALLIED's carrier agent network, any anticipated environmental and energy effects of the Proposed Agreement will be positive.

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

(m) Copies of Specific Authorities. Authorities are administered by the FMCSA and governed by 49 U.S.C. § 13902. Appendix 2 is a list of the Carriers and ALLIED and ALLIED's subsidiary motor carriers that are parties to this Application, and the registration information may be found on the FMCSA website – www.fmcsa.dot.gov. Due to the volume of pages required to be attached in order to comply, ALLIED and Carriers respectfully request a waiver of the Board's requirement under 49 C.F.R. §1184.2 that "a copy of the specific operating authority of each party subject to the pooling agreement" be provided.

V. CONCLUSION

ALLIED and the Carriers respectfully request that the Board approve the Proposed Agreement without the need for hearings, applying the two-part test specified in 49 U.S.C. 14302(c)(2). This course of action is appropriate because (i) the Proposed Agreement does not hold significant importance in the transportation industry as it relates to the household goods transportation market, and (ii) there is no substantial likelihood that the Proposed Agreement will unreasonably restrict competition. Furthermore, ALLIED and the Carriers request the Board to determine that the practices outlined in the Proposed Agreement are similar to those carried out in household goods pooling agreements approved by the ICC prior to the effective date of the Interstate Commerce Commission Termination Act of 1995. Such a determination would establish a presumption, as per the statute (*see id.*), that the Proposed Agreement satisfies the pooling

approval criteria under 49 U.S.C. § 14302(c)(3). In other words, it is presumed that the pooling arrangement, the Proposed Agreement, serves the interests of providing better service to the public and promoting operational efficiency while avoiding undue restraint of competition. Therefore, it is within the Board's jurisdiction, and it is urged to make final findings that these statutory criteria are satisfied by the Proposed Agreement without requiring a hearing.

Moreover, for the reasons outlined in this Application, neither ALLIED nor any other van line is in a position to obtain or retain market power with regard to Military Accounts or Government Accounts. 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.

The Proposed Agreement, apart from its method of limiting direct competition with ALLIED by its own Agents, is essentially identical to the long line of household goods pooling agreements that have been accepted by the Board and the former ICC for many years. These agreements effectively address the household goods industry's ongoing challenges of highly seasonal and geographically dispersed traffic patterns by optimizing load factors and directional balance through integrated booking, loading, and dispatch of trucks. Therefore, the Proposed Agreement will serve the interests of better service to the public and operational efficiency, as stated in 49 U.S.C. § 14302(c)(3). Again, the primary beneficiaries of the improved service and efficiency will be our Nation’s service members and their families.

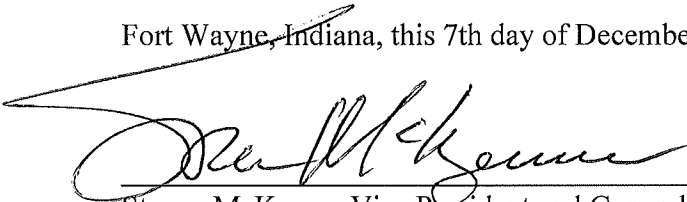
Based on the evidence presented in this Application, the Proposed Agreement will not unduly restrain competition, as defined in 49 U.S.C. § 14302(c)(3). In short, existing competition will remain unaffected. Moreover, the competition among major van lines for Military Accounts

and Government Accounts may even increase if the Proposed Agreement, as anticipated, strengthens ALLIED's competitive position in that market. While there are proposed limitations on Carriers' use of their own Authorities for non-Military Accounts or non-Government Accounts outside of short haul Consumer Accounts, the evidence demonstrates that these limitations are more likely to enhance rather than hinder the functioning of a competitive market for the movement of shipments by household goods carriers. As noted, this is because the limitations on Carriers' activities under the Proposed Agreement, similar to the limitations imposed by the other approved pooling agreements and applications within the household goods industry, serve to reduce market distortions caused by conflicts of interest and the "free ride" effect of the intra-brand competition.

Because the Proposed Agreement meets the essential approval criteria specified in 49 U.S.C. § 14302(c)(3) and taking into account the additional evidence provided in this Application, ALLIED and the Carriers respectfully request the Board approve the Proposed Agreement without requiring a hearing.

VERIFICATION

I hereby certify that I have read the foregoing Application (including Appendices 1 through 3) seeking approval of a Pooling Agreement (the "Proposed Agreement") among Allied Van Lines, Inc. ("ALLIED") and certain of its agents as listed in Appendix 2 ("Carriers"); 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 Carriers (by reason of Section 6 of the Proposed Agreement, which agreement is reproduced in Appendix 1 and has been duly executed by each of the proposed Carriers) and also on behalf of ALLIED. I make each of these certifications pursuant to 49 C.F.R. § 1104.5(b) and under penalties of perjury. Executed at Fort Wayne, Indiana, this 7th day of December 2023.



Steven McKenna, Vice President and General Manager
Allied Van Lines, Inc.

Pooling Agreement

This Pooling Agreement ("Pooling Agreement") is made and intended to be effective on this ____ day of _____, 2023 ("Effective Date") by and between Allied Van Lines, Inc., with offices located at 101 E. Washington Blvd. Suite 1100, Fort Wayne, IN 46802 ("ALLIED"), and _____ with offices located at _____, ("Carrier") (collectively, ALLIED and Carrier are the "Parties," and each a "Party"). Parties, for purposes of this Agreement, shall include the divisions, subsidiaries, and affiliates of the Parties identified herein.

A. ALLIED is a licensed household goods motor carrier and authorized by the Federal Motor Carrier Safety Administration ("FMCSA") under MC# 15735 to transport household goods by motor vehicles;

B. Carrier is a licensed household goods motor carrier and authorized by the FMCSA under MC# _____ to transport household goods by motor vehicles and is also an exclusive agent of ALLIED for the purposes of representing ALLIED in marketing interstate household goods transportation services of ALLIED and providing those transportation services to consumers and corporations pursuant to a duly executed agency agreement ("Agency Agreement"), excluding military shipments tendered to Carrier in its capacity as a carrier and transported by Carrier as set forth under this Pooling Agreement;

C. The licenses of the Parties are not subject to threatened or pending revocation or suspension, and the Parties are, and will be during the term of this Agreement, in compliance with all applicable state and federal regulations pertaining to the operation of their businesses ("Applicable Law"); and

D. The Parties intend to pool and divide traffic, services and part of their earnings as contemplated by 49 U.S.C. § 14302.

NOW, THEREFORE, in consideration of the terms, covenants and conditions herein set forth, it is agreed:

1. Authority and Compliance with Laws. Each Party represents and warrants that it is a household goods motor carrier authorized to provide transportation services, including origin, hauling, and destination services, of household goods in interstate and foreign commerce pursuant to certificates of authority issued by the U.S. Department of Transportation ("DOT") or applicable state agency; that it is a qualified Transportation Services Provider ("TSP") under the U.S. General Services Administration's ("GSA") Centralized Household Goods Traffic Management Program ("CHAMP"); and that it is a TSP under the U.S. Department of Defense's ("DoD") Global Household Goods Contract or Defense Personal Property Program as applicable. Each Party agrees to comply with all applicable requirements of the DOT, the DoD, GSA, state requirements, and Applicable Law and assumes full responsibility for its failure to do so, including payment of any fines or penalties.

2. Agency Agreement. The Parties represent and warrant that they have entered into a separate Agency Agreement governing the services and compensation for transportation performed under ALLIED's operating authority. The Parties agree that a condition of continued participation under this Pooling Agreement requires Carrier or its related entity to maintain an active Agency Agreement and, if operating as a TSP for the DoD and/or GSA, that the Carrier must remain a qualified TSP for the DoD and/or GSA.

3. Pooling Arrangements.

3.1. ALLIED is a participant in the market for household goods transportation and related relocation services under contract with major corporate employers in the United States (“National Accounts”) and for household goods transportation under tariff rates paid at destination by individuals making relocation arrangements (“Consumer Accounts”). ALLIED also participates in the market for transporting the household goods of federal employees being relocated by the U.S. General Services Administration (“Government Accounts”) and in the market for transporting the household goods of military and civilian personnel being relocated by the United States Department of Defense (“Military Accounts”). Each National Account, Consumer Account, Government Account, and Military Account are, respectively, considered an “Account” and are, collectively, “Accounts”. Within each Account, the specified entity for each Account responsible for arranging for a Shipment is each a “Shipper” where a “Shipment” means an interstate shipment of household goods (as defined by 49 U.S.C. § 13102(1)).

3.2. Carrier may book and haul Shipments under Carrier’s operating authority for Military Accounts or Government Accounts and/or, if agreed to in the Agency Agreement, Shipments for Consumer Accounts not to exceed seventy-five (75) miles from the Carrier location defined in the Agency Agreement (“Carrier’s Approved Operation”).

3.3. Where a Shipper requests and intends to secure the services of ALLIED, the Shipment will be booked with ALLIED, regardless of whether or not it moves within the scope of Carrier’s Approved Operation.

3.4. Where a Shipment is outside of the scope of Carrier’s Approved Operation, the Shipment will be booked with ALLIED.

3.5. Where a Shipment may be transported within the scope of Carrier’s Approved Operation, but, in the Carrier’s opinion and subject to ALLIED’s acceptance, such shipment may be more efficiently and economically served under ALLIED operating authority, then the Shipment will be booked and serviced under ALLIED’s operating authority. Additionally, Carrier may assign any Shipment for transportation by ALLIED on not less than seven (7) days’ notice to ALLIED prior to the pickup date subject to acceptance by ALLIED. Notwithstanding the foregoing, any Shipment hauled by ALLIED pursuant this Section 3.5. is subject to the Carrier’s compliance with the Agency Agreement and subject to advance notice being provided to the Shipper.

3.6. Any Shipment transported under the Carrier’s Approved Operation will be transported on the Carrier’s separate shipping documents and ALLIED’s name will not appear on the shipping documents as the carrier.

4. Compensation and Distribution of Revenue. The compensation for Carrier and all participants in the Shipment is set forth in the Agency Agreement and any addenda attached thereto, all of which is expressly incorporated by reference.

5. Term and Termination. This Pooling Agreement shall become effective on the Effective Date and shall continue until terminated. Either Party may terminate this Pooling Agreement by giving written notice to the other Party at least thirty (30) days prior to the effective date of the termination. This Pooling Agreement will terminate automatically in the event of the termination of the Agency Agreement provided that any Shipment in transit as of the termination date shall be subject to this Pooling Agreement until delivered.

6. **Appointment of Representative by Carrier.** Carrier authorizes and empowers ALLIED and its duly authorized representative (the "ALLIED Representative") to file on behalf of Carrier an application with the Surface Transportation Board ("STB") requesting approval of the pooling or division of traffic, services, and earnings with ALLIED by this Pooling Agreement. The ALLIED Representative is authorized to certify on Carrier's behalf, after due inquiry, the truth and completeness of the representations pertaining to or related to this Pooling Agreement.

7. **Notices.** All notices required to be given under this Pooling Agreement shall be in writing and delivered by hand or sent by registered or certified mail or courier to the Parties at the following addresses:

If to ALLIED:

Allied Van Lines, Inc.
101 E. Washington Blvd. Suite 1100
Fort Wayne, IN 46802
Attn: Kevin Murphy, General Manager

w/copy to:
Allied Van Lines, Inc.
c/o General Counsel
6200 Oak Tree Blvd. Suite 300
Independence, OH 44131

If to Carrier, all notices will be given to Carrier at Carrier's address on file with ALLIED.

8. **Entire Agreement.** This Pooling Agreement constitutes the entire agreement between the Parties with respect to pooling. This Pooling Agreement supersedes all other written pooling agreements or oral statements made on the subject of pooling by or on behalf of the Parties. This Pooling Agreement may not be changed, modified or amended, except by written agreement of the Parties. It will be effective on the date on which it is executed by Carrier and will remain in effect until terminated.

9. **Governing Law; Forum Selection.** This Pooling Agreement shall be governed in accordance with the laws of the state of Indiana. All disagreements and disputes arising out of this Agreement shall be submitted to the court in Allen County, Indiana, or the U.S. District Court for the Northern District of Indiana.

10. **Counterparts.** This Pooling Agreement may be executed in counterparts, each of which when executed by either of the parties and delivered by any means (including facsimile or email) shall be deemed to be an original and such counterparts shall together constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Pooling Agreement to be duly executed as of the date and year first written above.

Allied Van Lines, Inc.

Carrier: _____

By: _____

By: _____

Title: _____

Title: _____

Appendix 2

Allied Associated Operating Authority	DOT#	MC or FF#
Allied Alliance Forwarding, LLC	2971833	FF-910
Allied Continental Forwarding, LLC	2971834	FF-908
Allied Domestic Forwarding, LLC	2971835	FF-911
Allied Intermodal Forwarding, LLC	2971837	FF-762
Allied Freight Forwarding, LLC	2971836	FF-429
Allied Van Lines, Inc.	76235	MC-15735
A Relocation Solutions Management, LLC	688917	FF-973
Allied Transcontinental Forwarding, LLC	2971839	FF-909
Allied Transportation Forwarding, LLC	2971840	FF-912
A.V.L. Transportation, LLC	268154	MC-173281
Cartwright Van Lines, LLC	64160	MC-88368
Federal Traffic Service, LLC	951195	MC-407577
Cartwright Moving & Storage, LLC	920704	MC-152324

Allied Agent Associated Operating Authority	DOT#	MC# or FF#	Allied Agency Name
Bayshore Transportation System	540129	MC-361761	Bayshore Transportation, Inc.
Berger Transfer & Storage, Inc.	125665	MC-35358	Berger Transfer & Storage, Inc.
Blue Chip Moving & Storage, Inc	121073	MC-128699	Blue Chip Moving & Storage, Inc.
Green Chip LLC	2939950	MC-994048	Blue Chip Moving & Storage, Inc.
VBO Relo LLC	2396378	MC-822859	Blue Chip Moving & Storage, Inc.
Bonded Transportation, LLC	89774	MC-144304	Bonded Transportation, Inc.
Circle Moving & Storage, Inc.	471522	MC-555480	Circle Moving & Storage, Inc.
Jobbers Warehouse Company	188512	MC-153338	Jobbers Warehouse Company d/b/a Jobbers
Ray the Mover	2724757	MC-922878	MII Moving and Storage LLC
Prestige Moving & Storage	620780	MC-482315	Prestige Moving & Storage Co.
Security Storage and Van	121073	MC-128699	Security Storage & Van Co. of Norfolk, VA, Inc.
Simonik Transportation LLC	1643848	MC-605706	Simonik Transportation & Warehousing Group, LLC
Spaeth Transfer Inc.	864601	MC-139361	Spaeth Transfer, Inc.
Western Van Lines, Inc.	482319	MC-566533	Western Van and Storage Co.

Appendix 3

Allied Van Lines, Inc. et al. – Pooling

AGENCY: Surface Transportation Board.

ACTION: Notice of Application.

SUMMARY: Allied Van Lines, Inc. (“Allied”) and twelve (12) of its household goods agents who hold interstate operating authority(ies) (“Agents”) have filed an application (the “Application”) with the Surface Transportation Board (“STB” or “Board”) seeking approval under 49 U.S.C. § 14302 of a pooling agreement (“Proposed Agreement”) between Allied and such Agents for the transportation of household goods as defined at 49 U.S.C. § 14302.

Allied and the Agents (collectively “Applicants”) state that this course of action is appropriate because (i) the Proposed Agreement holds significant importance in the transportation industry, and (ii) there is no substantial likelihood that the Proposed Agreement will unreasonably restrict competition. Applicants assert that this course of action is a pro-competitive means to pursue its pro-competitive purpose of expanding its share of Military Accounts and Government Accounts. They note that Allied’s policy of precluding its 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.

Applicants further assert that their Proposed Agreement, apart from its method of limiting direct competition with Allied by its own Agents, is essentially identical to the long line of household goods pooling agreements that have been accepted by the Board and the ICC for many years. These agreements effectively address the household goods industry’s ongoing challenges of highly seasonal and geographically dispersed traffic patterns by optimizing load factors and directional balance through integrated booking, loading, and dispatch of trucks. Applicants argue the Proposed Agreement will serve the interests of better service to the public and operational

efficiency, as stated in 49 U.S.C. § 14302(c)(3), with the primary beneficiaries of the improved service and efficiency being America's service members and their families.

Applicants also note the Proposed Agreement will not unduly restrain competition, as defined in 49 U.S.C. § 14302(c)(3), since existing competition will remain unaffected. They point out that competition among major van lines for Military Accounts and Government Accounts may even increase since the Proposed Agreement, as anticipated, strengthens Allied's competitive position in that market. Applicants assert that while there are proposed limitations on the Agents' use of their own authorities for non-Military Accounts outside of short haul Consumer Accounts, the evidence demonstrates that these limitations are more likely to enhance rather than hinder the functioning of a competitive market for the movement of shipments by household goods carriers. Applicants note this is because of the limitations on Agents' activities under the Proposed Agreement serve to reduce market distortions caused by conflicts of interest and the "free ride" effect of the intra-band competition.

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, 395 E. Street S.W. Washington, D.C. 20423. In addition, one copy of each pleading must be served on Applicants' representatives: Eric A. Baker and Brion G. St. Amour, Frost Brown Todd, LLP, 111 Monument Circle, Suite 4500, Indianapolis, Indiana 46204, and Jeffrey H. Margolis, North American Van Lines, Inc., 101 E Washington Boulevard, Suite 1100, Fort Wayne, Indiana 46802.

FOR FURTHER INFORMATION CONTACT: Eric A. Baker, 317.237.3800.

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 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 and downloading via the Board's Website at www.stb.gov.

Decided: _____, 20__.

By the Board, _____, Director, Office of Proceedings.