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717/774-7838
FAX # 717/774-0774

GEO. W. WEAVER & SON, INC.
165 Lamont Street
NEW CUMBERLAND, PA 17070

June 15, 2005

DOCUMENT
FOLDER

WPA

MAIL

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, Pa 17105-3265

DOCKETED
JUN 23 2005

RE: docket # A-0013647C0501

A-00113647C0501

Dear Mr. McNulty:

Thank you for the opportunity to respond to the above referenced complaint from Steve and Tessa Ebersole. There are quite a few discrepancies which I am compelled to address. I will address each discrepancy as they are listed numerically on your complaint.

Number 3 – details from bill of lading. We charged the rate of \$163.00 per hour because we dispatched 2 trucks and 4 men to the job as required per the estimate. All four men were on the job, nobody left. I have checked all the time cards and dispatch book. Mrs. Ebersole called my office the morning of her move when our crew was late. She absolutely was offered an explanation of why my crew was late that day. If you note the address of my business, I am located off the Limekiln Road exit. My crew was heading up Route 83 to their home. Also on this date was the occurrence of the overturned tanker truck that shut down Route 83 for the day, which caused their delay. That obviously was beyond our control and unavoidable. She was charged only for time that we had crew and vehicles there. We were only 45 minutes late, see bill of lading. Mrs. Ebersole immediately began to insult the crew as soon as they arrived. She told them they didn't know what they were doing.

Please note at the top section of the bill of lading, two vehicle numbers are listed 160 and 141. The second vehicle was on that job and remained there, but was not utilized due to the lewd and vicious actions of Mrs. Ebersole. If she had acted in a civil, adult manner through the day, my men would have completed that job without a hitch and the entire contents of the home would have been transported. The reason we did not go back was the decision of the Ebersole's, I am the one who offered her that option on the phone. Mr. Ebersole noted in a letter to me dated February 2, 2005 that it was "unacceptable by

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anybody's standards to send another crew out on the evening before Thanksgiving in the pouring rain." I absolutely disagree with that statement, if I didn't move in the rain, I wouldn't be able to maintain a business, we also move in the snow. The fact that it was a holiday the day after didn't seem to affect their decision when they hired us, so I don't know why it became a factor at that point. We had personnel ready to go back to her house; they refused due to "rain and traffic". So, the fact that they incurred extra expenses due to not vacating their townhouse is not our responsibility. Obviously, we made every attempt possible to complete that job.

It is the responsibility of the shipper to unload their refrigerator and transport that food. We do not haul perishables and we do not pack/unpack items in refrigerator or freezers. We have no accountability for their food spoiling. I don't quite understand how they had food spoil if, as stated in this paragraph as well, they were charged for not vacating the townhouse, which means they were still there and the refrigerator was too, so how or why did the food spoil? There seems to be some conflict there.

Mrs. Ebersole would not enable my crew to finish their job. She continually interfered with the crew, shouting at them, swearing, and displaying violent temper tantrums. For one example, she refused to allow one man to shrink wrap the bedding where he would have the room to do so. She wanted her bedding wrapped before it was loaded, when he attempted to take the mattress downstairs to do it, instead of in the hallway, she proceeded to yell at him and refuse to let him take it down the steps and demanded he do it in the hallway where he was. At that point, he tried to explain to her that he was wrapping it, but downstairs. The argument continued and she said to the laborer and I quote, "My asshole's dirty too, why don't you shrink-wrap that!" This is typical of the fits of rage that she displayed through the entire day while my men were trying to complete this job. In fact, the driver went to Mr. Ebersole and told him that they would leave under these conditions; he said he understood and stated that he thought the crew was doing a good job. This is also typical of how she spoke on the phone to me. I had to speak with Mr. Ebersole and we came to an agreement that if we didn't have any further contact with his wife, we would send the crew back immediately and finish. My salesperson Tony also tried to call her during the day when he heard of problems at the residence and she yelled at him and hung up on him. I would also like to add that the Ebersoles were to be packed and ready to go when my crew arrived. She claimed to be so upset because we were delayed, and yet their packing was not completed and they were not ready to move when my crew did arrive.

Number 4 – The rate charged was the correct rate for the crew and vehicles dispatched. That second vehicle was not used due to circumstances caused by the Ebersoles. We were unable to send that truck to another site due to those circumstances, but every attempt was made to complete the job and in order to do so, we would have used that second vehicle. I lost considerable revenue due to that.

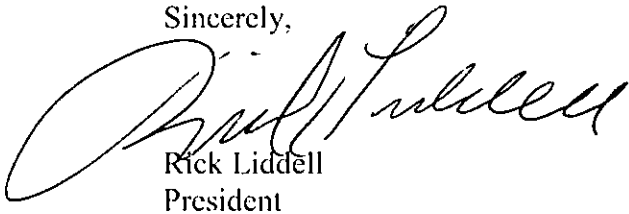
Number 5 – We believe we provided as reasonable service as humanly possible due to the course of events. The men on that job have all been with my company for many years and are professionals. Joe has been with me for 7 years, Jason 6 years, and Doug 4

years. Obviously, these men would not be on the job for this amount of time and not know their job or how to treat customers.

We are professional movers and have been in business for 107 years and take a great deal of pride in that. My crews perform 20 to 25 moves per day over 300 days a year and in 18 years of being President of this company, have never had to tell a crew to leave a job due to verbal abuse! We made every attempt possible to provide a satisfactory service to the Ebersoles. But unfortunately there were too many situations on this job for me to feel comfortable leaving my employees open to this kind of abuse. If this woman had been in a mall or department store, she would have been escorted out by security or asked to leave. I just don't believe it's acceptable for anyone to be treated in the manner that she treated my men. I thought it was in everyone's best interest to put an end to the drama.

Thank you again for allowing me to address these issues. I hope our response is satisfactory enough to close this case. I am prepared to contact my attorney and request a formal hearing on this matter. We believe this complaint was filed because we sent them an invoice and requested payment, which we will enforce in small claims court if necessary. I look forward to your response.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Liddell", written in a cursive style. The signature is positioned above the printed name and title.

Rick Liddell
President