

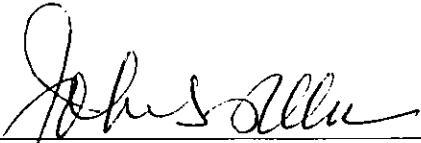
Before the
PENNSYLVANIA PUBLIC UTILITY COMMISSION

SCOTT LUELLEN,)
Complainant,)
)
v.) Docket C-2016-2539599
)
MAROADI TRANSFER &)
STORAGE, INC.,)
Respondent.)

NOTICE TO PLEAD

Pursuant to 52 Pa. Code § 5.101 and 5.62(c), you are hereby notified that, if you do not file a written response denying or correcting the enclosed Preliminary Objections of Maroadi Transfer & Storage, Inc. within ten (10) days from the date of service of the within Preliminary Objections, pursuant to 52 Pa. Code § 5.101(f)(1), the facts set forth by Maroadi Transfer & Storage, Inc. in the Preliminary Objections may be deemed to be true, thereby requiring no other proof. All pleadings, such as a response to the enclosed Preliminary Objections, must be filed with the Secretary of the Pennsylvania Public Utility Commission with copies served on all other parties to this proceeding. Failure to respond to the Preliminary Objections could result in the dismissal of your case.

Dated this 24th day of May, 2016.



JOHN A. PILLAR
Attorney for MAROADI TRANSFER &
STORAGE, INC., Respondent

John A. Pillar
Attorney at Law
150 Green Commons Drive
Pittsburgh, PA 15243
412-343-0970
e-mail: pillarlaw@verizon.net

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2016 MAY 26 AM 10:46
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Before the
PENNSYLVANIA PUBLIC UTILITY COMMISSION

PA P.U.C.
SECRETARY'S BUREAU

2016 MAY 26 AM 10:46

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SCOTT LUELLEN,)	
Complainant,)	
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v.)	Docket C-2016-2539599
)	
MAROADI TRANSFER &)	
STORAGE, INC.,)	
Respondent.)	

PRELIMINARY OBJECTIONS OF RESPONDENT,
MAROADI TRANSFER & STORAGE, INC.
TO COMPLAINANT'S AMENDED FORMAL COMPLAINT

Respondent, Maroadi Transfer & Storage, Inc., (hereinafter Maroadi or Respondent), pursuant to 52 Pa. Code § 5.101(a)(1) and (5), respectfully petitions this Honorable Commission (hereinafter Commission) to dismiss the Complainant's Amended Formal Complaint (hereinafter AFC) based on (1) lack of Commission jurisdiction, over the subject matter of the Complaint and (2) the lack of standing of the Complainant to seek relief from this Commission. In support hereof, Respondent states as follows.

1. On May 4, 2016, the Commission mailed a copy of the AFC to Respondent which was received by Respondent on May 6, 2016, and which was filed by Scott Luellen (who is hereinafter referred to as Complainant). A copy of the AFC is attached hereto as Appendix "A".

2. The basis for the AFC is that Complainant was allegedly injured during the loading of a vehicle at 7105 Schoyer Avenue, Pittsburgh, Pennsylvania, on December 13, 2014, when household goods were being loaded under a contract with Katherine Drago, the shipper, for transportation from Pittsburgh, Pennsylvania to Belmont, Massachusetts.

3. The AFC alleges that the Respondent was hired by the Complainant and Katherine Drago to pack and transfer household goods. No document is attached to the AFC showing the Complainant was a party to any contract with Respondent.

4. Although the Complainant identifies himself as a party who hired the Respondent to transport the household goods, the documentation attached to the AFC indicates that the actual shipper or contracting party was Katherine Drago and that Respondent was not the carrier who loaded and transported the household goods but merely the booking agent.

5. The relief requested in the AFC is as follows:

Complainant moves this Commission (a) conduct a punitive, comprehensive audit of the Respondent; (b) suspend its certificate of operating authority, including any certificate of public convenience; (c) compel it to produce any and all insurance records, policies and binders, including any and all communications regarding the claims herein, for the period, December 2014 through present; (d) sanction the Respondent and its counsel, and (e) provide any and all other relief that it deems fair and just.

6. Pursuant to 52 Pa. Code §5.101, preliminary objections may be filed to the complaint seeking dismissal for lack of jurisdiction over the subject matter of the complaint and lack of capacity of the complainant to file the complaint. 52 Pa. Code §5.101(a)(1) and (5).

7. In deciding preliminary objections, the Commission must determine, based on the factual pleadings of the complainant, if relief or recovery is possible. Roc v. Flaherty, 527 A.2d 211 (Pa.Comm. 1985).

8. A complaint must allege facts sufficient for the Commission to grant relief under the law to survive preliminary objections. Milliner v. Enck, 709 A.2d 417, 418 (Pa.Super.Ct. 1998).

9. In deciding preliminary objections, the Commission does not need to accept "unwarranted inferences from facts, argumentative allegations, or expressions of opinions". Finegold v. McNulty, 2009 Phila.Ct.Com., PL Lexis 167, *3.

10. Section 703 of the Public Utility Code, 66 Pa. C.S.A. §703(b) provides that the Commission may dismiss any complaint without a hearing if, in its opinion, a hearing is not necessary to the public interest.

11. Respondent submits that as a matter of law it is entitled to dismissal of the AFC with respect to all of the prayers for relief requested by the Complainant, even accepting the facts as pleaded.

12. The Commission has no jurisdiction over the requests for relief contained in the AFC for the reasons that: (a) the Complainant was not the party to any transportation contract and lacks standing to complain to this Commission on the basis of a contract between Katherine Drago and the moving company; (b) the AFC shows that Respondent was merely a booking agent and was not involved in the loading or transporting of the shipment; (c) Complainant filed no claim with the Respondent; and (d) the only allegation by the Complainant that could constitute a possible claim, if one had been filed, is an alleged personal injury to the Complainant, the recovery for which would be beyond the scope of the jurisdiction of this Commission.

13. Each of the allegations in the AFC dealing with violations of 52 Pa. Code §32.16 which are contained in paragraphs 23 through 40 of the AFC pertains solely to common or contract carriers "who are responsible to the public" for bodily injury, property damage or cargo damage claims. In this case, no claim has been filed by the Complainant for damage or injury. Moreover, Respondent was not involved in either loading or transporting the shipment. The Complainant was not a party to the transportation contract and, inexplicably, was allegedly present or near the trailer of the mover when the shipment was being loaded. As the Respondent did not load or transport the shipment, no allegation in the AFC supports any basis for Complainant to have access to Respondent's insurance records, policies and binders since they

would have no bearing on the allegations of the AFC as to the Complainant's alleged injuries. The AFC does not present any fact showing that the Complainant filed an actual claim with the Respondent and, therefore, all the communications Complainant seeks between the Complainant and the Respondent are irrelevant to any alleged cause of action the Complainant may have against the actual moving company that loaded and transported the household goods


14. The AFC fails to include any basis for the Complainant's standing to seek Commission jurisdiction over the Complainant's alleged injuries.

15. For the reasons set forth above, the AFC should be dismissed as a matter of law.

REQUEST FOR RELIEF

WHEREFORE, for the reasons set forth above, Maroadi Transfer & Storage, Inc. respectfully requests that your Honorable Commission summarily dismiss the Complaint.

Respectfully submitted,



JOHN A. PILLAR
Attorney for MAROADI TRANSFER &
STORAGE, INC., Respondent

John A. Pillar
Attorney at Law
150 Green Commons Drive
Pittsburgh, PA 15243
412-343-0970
e-mail: pillarlaw@verizon.net

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

PA P.U.C.
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2016 MAY 26 AM 10:46

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SCOTT LUELLEN,
Complainant,

v.

Docket C-2016-2539599

MAROADI TRANSFER & STORAGE, INC.
1801 Lincoln Hwy, North Versailles, PA 15137

Respondent

AMENDED FORMAL COMPLAINT

NOW COMES Complainant and amends his formal complaint in the above-captioned manner, originally filed on April 12, 2016, as follows:

Relief Sought

Complainant moves this Commission (a) conduct a punitive comprehensive audit of the respondent; (b) suspend its certificate of operating authority, including any certificate of public convenience; (c) compel it to produce any and all insurance records, policies, and binders, including any and all communications regarding the claims herein, for the period, December 2014 through present; (d) sanction the Respondent and its counsel, and (e) provide any and all other relief that it deems fair and just.

Appendix "A"

Jurisdiction

1. Respondent is a motor carrier operating in the Commonwealth of Pennsylvania and licensed by this Commission (Carrier Identification Number A-00097588) making it subject to its jurisdiction.
2. Pennsylvania Code Title 52, Part 1, Subpart A, Chapter 1, Subsection A, § 1.2(a) states that any and all complaints are to be construed liberally wherein the "Commission or presiding officer, at any stage of an action or proceeding, may disregard an error or defect of procedure which does not affect the substantive rights of the parties." Moreover, under § 1.2(d), "[t]hese liberal construction provisions apply with particularity in proceedings involving *pro se* litigants," both of which applies to the instant case.

Parties

3. Complainant, SCOTT LUELLEN, is a citizen and resident of the Commonwealth of Massachusetts and the United States of America; however, at the time of the accident, was a citizen of the Commonwealth of Pennsylvania.
4. Respondent MAROADI TRANSFER & STORAGE, INC. at all times relevant hereto, was a Pennsylvania Corporation, organized, incorporated, and operates as a regulated motor carrier transporting property in the Commonwealth of Pennsylvania.

Pertinent Facts

5. Complainant repeats and re-alleges and incorporates by reference the allegations contained in above paragraphs with the same force and effect as if herein set forth.
6. In or about November 2014, Mr. Luellen and his domestic partner, Katherine Drago, hired MAROADI MOVING & STORAGE, to pack and transfer their household goods from

Pittsburgh, Pennsylvania (Respondent MAROADI has repeatedly acknowledged in writing that they were hired for the moving job, conducted the job, received payment for the job and provided a receipt; see Exhibits).

7. At or about 2100 hours on December 13, 2014, the Complainant, SCOTT LUELLEN, was standing on a six-foot step ladder at the rear entrance to a moving truck at 7105 Schoyer Avenue in Pittsburgh, Pennsylvania holding a flashlight for an agent of Respondent.
8. At this time and place, it became and was the duty of the Respondent and their workers, to exercise due care, safety, and caution in the operation of its equipment having due regard for bystanders and pedestrians.
9. At this time and place, Mr. Luellen and Ms. Drago were exercising due care and caution, as aforesaid.
10. At this time and place, Respondent's agents negligently failed to attach a safety tether, or rear-door hold back, to the rear driver's side door of a moving truck, allowing it to be closed by wind gust or other conditions, thereby striking and injuring Complainant.
11. Therein Respondents agents were then and there guilty of one or more of the following negligent acts or omissions:
 - a. Negligently and/or carelessly operating its truck and/or equipment without due regard for others rightfully and lawfully nearby;
 - b. Negligently and/or carelessly operating its truck and/or equipment without sufficient control or use of safety features for conditions prevailing along said street at said time and place (e.g., high winds, etc.);

- c. Operating its truck and/or equipment in such a manner that operation became dangerous, for the prevailing weather and environmental conditions;
- d. Operating its truck and/or equipment in disregard of the prevailing weather, pedestrian, and traffic conditions, so as to constitute a hazard;
- e. Negligently deviating from safety procedures in the operation of its equipment; and,
- f. Failing to keep a proper lookout for pedestrians, or other vehicles along the roadway, and/or safety conditions that could cause harm to others.

12. As a direct and proximate result of one or more of these aforesaid negligent acts or omissions, the truck and/or equipment of Respondent's agent violently collided with the body of Complainant causing the Complainant to be thrown over a six-foot step ladder whereby the Complainant sustained great and severe personal injuries. These injuries caused the Complainant to experience great pain and suffering and caused the Complainant to become partially disabled. The Complainant was caused to expend considerable sums of money for necessary medical care and attention, delay medical care and attention because of costs unreimbursed by Defendants and Defendant's dilatory responses, and is likely to be liable for future medical expense for these injuries. These injuries rendered the Complainant partially disabled and unable to fully perform his daily work and affairs whereby the Complainant sustained the loss of great gains, profits, and life enjoyment. The Complainant also sustained the loss of his enjoyment of a normal life. Complainant's injuries are of a long-term, possibly permanent nature, and may worsen over time.

13. Complainant and Ms. Drago immediately notified MAROADI of the injury and insurance claim, which the General Manager of MAROADI acknowledged in writing and forwarded a claim form for Vanliner Insurance Company (See Exhibit A attached and included by reference here).
14. Complainant was contacted by two insurance companies thereafter, Patrick Cowden of Vanliner Insurance Company, and Greg Greening of York Management Services representing First Granite Insurance Company, a division of AIG.
15. Complainant had to repeatedly wait for many months for answers via electronic mail from the alleged insurance companies to which MAROADI directed us to investigate and adjust the claim (See Exhibits C and D attached and included by reference here).
16. Complainant eventually learned, nearly 12 months after the liability and injury, that neither Vanliner nor AIG insured respondent MAROADI preventing either company from fulfilling MAROADI's duty to timely investigate the claim and liabilities (See Exhibits E and F attached and included by reference).
17. Between December 2014 through the date of filing, Complainant has written Respondent MAROADI nine (9) times, often copying Respondent owner Mary Maroadi, and moreover, Ms. Drago has spoken with General Manager Jim Messmer repeatedly with witnesses (See for example Exhibit G attached and included by reference, detailing the injury and MAROADI's false insurance information and refusal to investigate and adjust or settle the liabilities and claims).
18. On November 15, 2015, the General Manager of MAROADI wrote Complainant and his partner that it knew of the bodily injury complaint from the move and again

referred Complainant to Vanliner Insurance Company as its insured (See Exhibit H attached and included by reference here).

19. On April 14, 2016, Complainant filed a complaint against Respondent MAROADI with the Pittsburgh Better Business Bureau which, during its investigation, contacted MAROADI about the accident and its intransigent refusal to investigate and address the liability and claims (See Exhibit I attached and included by reference here).
20. On April 12, 2016 the original formal complaint in this matter was filed, and on April 27, 2016, via Counsel John A. Pillar, Respondent MAROADI entered its appearance here and filed Preliminary Objections and a motion to dismiss the complaint.
21. Therein, Respondent MAROADI, and its counsel Pillar, swore under oath to this Commission that it knew of no contract or services performed by MAROADI involving Complainant (See Respondent's Preliminary Objections at ¶ 3).
22. Therein Respondent MAROADI, and its counsel Pillar, swore under oath to this Commission that "Respondent has no knowledge of Complainant." This Amended Complaint followed.

COUNT 1 - VIOLATIONS OF TITLE 52, PART 1, SUBPART A, CHAPTER 1, SUBSECTION A, § 1.36(E) FOR FALSELY SWEARING AND FILING A PLEADING WITH THIS COMMISSION

23. Complainant repeats and re-alleges and incorporates by reference the allegations contained in above paragraphs with the same force and effect as if herein set forth in their entirety.

24. At paragraph 3 of Respondent MAROADI's Preliminary Objections and motion to dismiss, it falsely swore twice, that: (a) it knew of no contract or services for Complainant notwithstanding the fact it had repeatedly acknowledged in the writing providing said services; and, (b) Respondent had no knowledge of Complainant notwithstanding the fact it had repeatedly acknowledged in writing he was injured during a move for which they were contract, apologized for his injuries, and referred them to their alleged insurance carrier (See Exhibits A and H). Moreover, Complainant expressly wrote MAROADI regarding the incident copying the Owner (See Exhibit G).

COUNT 2 – VIOLATIONS TITLE 52, PART 1, SUBPART B, CHAPTER 32, SUBCHAPTER B, § 32.16¹ (1) ENTITLED “STANDARDS FOR THE ADJUSTMENT AND PAYMENT OF CLAIMS: MISREPRESENTING PERTINENT FACTS RELATING TO CLAIMS AT ISSUE”

25. Complainant repeats and re-alleges and incorporates by reference the allegations contained in above paragraphs with the same force and effect as if herein set forth in their entirety.

26. Respondent MAROADI repeatedly misrepresented that either Vanliner Insurance Company or AIG was its insurance carrier to Complainant when, in truth and fact, neither was. To this day, nearly 17 months after the accident, MAROADI has refused to disclose its actual and truthful insurance carrier relating to the claims at issue here.

COUNT 3 – VIOLATIONS TITLE 52, PART 1, SUBPART B, CHAPTER 32, SUBCHAPTER B, § 32.16² (2) ENTITLED “STANDARDS FOR THE ADJUSTMENT AND PAYMENT OF CLAIMS: FAILING TO ACKNOWLEDGE AND ACT PROMPTLY UPON WRITTEN OR ORAL COMMUNICATIONS WITH RESPECT TO INSURANCE CLAIMS”

27. Complainant repeats and re-alleges and incorporates by reference the allegations contained in above paragraphs with the same force and effect as if herein set forth in their entirety.

28. Respondent MAROADI repeatedly failed to act promptly with respect to the insurance claims referenced herein. Complainant repeatedly notified MAROADI that neither insurance company was timely investigating the claim in good faith and MAROADI took no action whatsoever. Moreover, even knowing said insurance companies were not acting promptly or in good faith, MAROADI refused to refer to its real and actual insurance carrier from December 14, 2014 through the date of filing, nearly 17 months, knowingly and willfully impeding the investigation and resolution of these claims.

¹ Issued under the Public Utility Code, 66 Pa.C.S. § § 501, 512 and 1103(d).

² Issued under the Public Utility Code, 66 Pa.C.S. § § 501, 512 and 1103(d).

COUNT 4 – VIOLATIONS TITLE 52, PART 1, SUBPART B, CHAPTER 32, SUBCHAPTER B, § 32.16³ (3) ENTITLED “STANDARDS FOR THE ADJUSTMENT AND PAYMENT OF CLAIMS: FAILING TO ADOPT AND IMPLEMENT REASONABLE STANDARDS FOR THE PROMPT INVESTIGATION OF CLAIMS.”

29. Complainant repeats and re-alleges and incorporates by reference the allegations contained in above paragraphs with the same force and effect as if herein set forth in their entirety.

30. Respondent MAROADI repeatedly failed adopt or implement reasonable standards for the prompt investigation with respect to the insurance claims referenced herein.

Complainant repeatedly notified MAROADI that neither insurance company was timely investigating the claim in good faith and MAROADI took no action whatsoever. Moreover, even knowing said insurance companies were not acting promptly or in good faith, MAROADI refused to refer to its real and actual insurance carrier from December 14, 2014 through the date of filing, nearly 17 months, knowingly and willfully impeding the investigation and resolution of these claims.

³ Issued under the Public Utility Code, 66 Pa.C.S. § § 501, 512 and 1103(d).

COUNT 5 – VIOLATIONS TITLE 52, PART 1, SUBPART B, CHAPTER 32, SUBCHAPTER B, § 32.16⁴ (4) ENTITLED “STANDARDS FOR THE ADJUSTMENT AND PAYMENT OF CLAIMS: REFUSING TO PAY CLAIMS WITHOUT CONDUCTING A REASONABLE INVESTIGATION BASED UPON AVAILABLE INFORMATION.”

31. Complainant repeats and re-alleges and incorporates by reference the allegations contained in above paragraphs with the same force and effect as if herein set forth in their entirety.
32. Respondent MAROADI repeatedly refused to pay claims without conducting any investigation, much less the statutory “reasonable investigation” regarding the claims referenced herein. Complainant repeatedly notified MAROADI that neither insurance company was timely investigating the claim in good faith and MAROADI took no action whatsoever. Moreover, even knowing said insurance companies were not acting promptly or in good faith, MAROADI refused to refer to its real and actual insurance carrier from December 14, 2014 through the date of filing, nearly 17 months, knowingly and willfully impeding the investigation and resolution of these claims.

⁴ Issued under the Public Utility Code, 66 Pa.C.S. § § 501, 512 and 1103(d).

COUNT 6 – VIOLATIONS TITLE 52, PART 1, SUBPART B, CHAPTER 32, SUBCHAPTER B, § 32.16⁵ (5) ENTITLED “STANDARDS FOR THE ADJUSTMENT AND PAYMENT OF CLAIMS: FAILING TO AFFIRM OR DENY RESPONSIBILITY FOR CLAIMS WITHIN A REASONABLE TIME AFTER PROOF OF LOSS STATEMENTS HAVE BEEN COMPLETED AND COMMUNICATED TO THE CARRIER OR ITS REPRESENTATIVE.”

33. Complainant repeats and re-alleges and incorporates by reference the allegations contained in above paragraphs with the same force and effect as if herein set forth in their entirety.

34. Respondent MAROADI repeatedly refused, or otherwise failed, to affirm or deny responsibility for claims within any period of time, much less the statutory “reasonable” period of time, many months after Complainant has provided MAROADI, and its designated (now known to be false) insurance carriers with medical records and expenses regarding the claims referenced herein. Complainant repeatedly notified MAROADI that neither insurance company was timely investigating the claim in good faith and MAROADI took no action whatsoever. Moreover, even knowing said insurance companies were not acting promptly or in good faith, MAROADI refused to refer to its real and actual insurance carrier from December 14, 2014 through the date of filing, nearly 17 months, knowingly and willfully impeding the investigation and resolution of these claims.

⁵ Issued under the Public Utility Code, 66 Pa.C.S. § § 501, 512 and 1103(d).

COUNT 7 – VIOLATIONS TITLE 52, PART 1, SUBPART B, CHAPTER 32, SUBCHAPTER B, § 32.16⁶ (6) ENTITLED “STANDARDS FOR THE ADJUSTMENT AND PAYMENT OF CLAIMS: NOT ATTEMPTING IN GOOD FAITH TO EFFECTUATE PROMPT, FAIR AND EQUITABLE SETTLEMENTS OF CLAIMS IN WHICH THE CARRIER’S LIABILITY HAS BECOME REASONABLY CLEAR.”

35. Complainant repeats and re-alleges and incorporates by reference the allegations contained in above paragraphs with the same force and effect as if herein set forth in their entirety.

36. Respondent MAROADI’s General Manager, James Messmer, has repeatedly told Ms. Drago orally with witnesses that MAROADI is responsible for the claims referenced herein, demonstrating clear liability; however, notwithstanding repeated and intensive efforts by Complainant and his partner, MAROADI has made no attempt whatsoever, let alone the statutory “good faith” requirement to effectuate a prompt, fair, and equitable settlement of claims. Complainant repeatedly notified MAROADI that neither insurance company was timely investigating the claim in good faith and MAROADI took no action whatsoever. Moreover, even knowing said insurance companies were not acting promptly or in good faith, MAROADI refused to refer to its real and actual insurance carrier from December 14, 2014 through the date of filing, nearly 17 months or make any effort at resolution or settlement. Moreover, MAROADI has knowingly and willfully refused to disclose its true and actual insurance carrier for these claims impeding the investigation and resolution of these claims.

⁶ Issued under the Public Utility Code, 66 Pa.C.S. § § 501, 512 and 1103(d).

COUNT 8 – VIOLATIONS TITLE 52, PART 1, SUBPART B, CHAPTER 32, SUBCHAPTER B, § 32.16⁷ (7) ENTITLED “STANDARDS FOR THE ADJUSTMENT AND PAYMENT OF CLAIMS: COMPELLING PERSONS TO INSTITUTE LITIGATION TO RECOVER AMOUNTS DUE BY OFFERING SUBSTANTIALLY LESS THAN THE AMOUNTS DUE AND ULTIMATELY RECOVERED IN ACTIONS BROUGHT BY THOSE PERSONS.”

37. Complainant repeats and re-alleges and incorporates by reference the allegations contained in above paragraphs with the same force and effect as if herein set forth in their entirety.

38. Complainant repeatedly notified MAROADI that neither insurance company was timely investigating the claim in good faith and that, failing their immediate and good-faith involvement to investigate and settle the claim, it would force Complainant to sue them in the law courts to recover amounts due. Even knowing this, MAROADI took no action whatsoever. They failed to reply, investigate, resolve, or even direct Complainant to its real insurance carrier for nearly 17 months. (See Exhibit J attached and included by reference wherein Complainant communicated in writing to MAROADI that they would be served a lawsuit absent immediate resolution; MAROADI took no more action than it has the last 17 months, which is to say, they did absolutely nothing).

⁷ Issued under the Public Utility Code, 66 Pa.C.S. § § 501, 512 and 1103(d).

COUNT 9 – VIOLATIONS TITLE 52, PART 1, SUBPART B, CHAPTER 32, SUBCHAPTER B, § 32.16⁸ (11) ENTITLED “STANDARDS FOR THE ADJUSTMENT AND PAYMENT OF CLAIMS: FAILING TO PROMPTLY PROVIDE A REASONABLE EXPLANATION IN RELATION TO THE FACTS OR APPLICABLE LAW FOR DENIAL OF A CLAIM OR FOR THE OFFER OF A COMPROMISE SETTLEMENT.”

39. Complainant repeats and re-alleges and incorporates by reference the allegations contained in above paragraphs with the same force and effect as if herein set forth in their entirety.

40. Despite repeated written notices and requests from Complainant, and numerous telephone calls from his partner, Ms. Drago, MAROADI absolutely refuses to provide any explanation, much less the statutory “reasonable” one, in relation to the facts and applicable law as to why they deny to make any effort to compromise settlement of the real and serious injuries caused by its agent after they were contracted and paid in regard to the claims referenced herein. Moreover, by its refusal to communicate at all, and provide its truthful and actual insurance carrier related to these claims, MAROADI has acted in bad faith and actively impeded the investigation and resolution of these claims.

⁸ Issued under the Public Utility Code, 66 Pa.C.S. § § 501, 512 and 1103(d).

VERIFICATION

I, Scott Luellen, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904.

/s/ _____
Scott Luellen
14 Marlboro Street
Belmont, MA 02478
Tel. 412-915-7468
E-mail: SEricLuellen@gmail.com

Tuesday, May 3, 2016
Date:

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CERTIFICATE OF SERVICE

I, Scott Luellen, hereby certify that a true and correct copy of the foregoing Amended Complaint was sent via pre-paid, first-class US Postal Service to John A. Pillar, Esq., Counsel for Respondent MAROADI, 150 Green Commons Drive, Pittsburgh, PA 15243 on or before Wednesday, the 4th day of May.⁹

/s/ _____
Scott Luellen
14 Marlboro Street
Belmont, MA 02478
Tel. 412-915-7468
E-mail: SEricLuellen@gmail.com

Tuesday, May 3, 2016
Date:

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⁹ A courtesy copy was also sent to Mr. Pillar via his electronic mail address found on the pleadings (pillarlaw@verizon.net) and to the General Manager (JMessmer@maroadi.com) and owner (Mary@Maroadi.com) of MAROADI MOVING & STORAGE, Inc.

EXHIBIT A

From: "Jim Messmer" <jmessmer@maroadi.com>
Date: December 23, 2014 at 4:34:55 PM EST
To: <katherinedrago@gmail.com>
Subject: **Online Claim Filing Process.doc**

Katherine,

Please see the attached online claim filing instructions. I am familiar with some of the circumstances regarding your move. Please don't hesitate to reach out to me if you need assistance.

I apologize for any inconvenience this has caused.

Respectfully,

Jim Messmer
General Manager
Maroadi Transfer and Storage Inc./M0222
Mayflower Transit Inc.
800-569-9433-ext 209
jmessmer@maroadi.com

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MAY 26 2016

EXHIBIT B

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Katherine,

I was asked to send you this information. You should know that there is an online claim form which you can access on the internet. I would like to give you instructions for accessing the claim form online. Your order for service number is M0222-10242-4.

Please access the "Mayflower" site.

INSTRUCTIONS TO THE UNITED and MAYFLOWER SHIPPING CUSTOMER:

Type www.unitedvanlines.com OR www.mayflower.com in the address box of the internet screen. From the website screen, click on **CLAIMS AT THE BOTTOM OF THE PAGE**. Then click on **FULL SERVICE**. When the next page appears, type in the order for service number and at least the first five letters of your (the shipper's) last name. Click **Continue** and the next page will be **General Instructions**. Please read them very carefully! There is important information there that will make the claim settlement process go smoothly.

INSTRUCTIONS TO BOTH UNITED AND MAYFLOWER CUSTOMERS FOR COMPLETING THE CLAIM FORM:

Fill in all of the information, especially in the **required fields**, which are **indicated with an asterisk**. Click the box to "**SAVE**" after you have completed all available information for the first item claimed. When an item is completed, click onto "**SAVE**" for additional items or click **NEXT** to complete claim form. You will be able to access the claim form and add more items at a later time until you complete the final step, which is **SUBMIT**.

After clicking on **NEXT**, you will have some options:

- Enter or update your contact information.
- Enter your e-mail address
- Select "**YES**" for "I have read and agree to the following terms:"
- Select "**YES**" for "Is the following contact information correct and up-to-date?"

Press **NEXT** button and review the claimed items and contact information. From this page you can

- Press the Edit button to go to the Contact Information Page.
- Press the Add button to add another claimed item.
- Link on the Claimed Item number to edit or delete that claimed item.
-

Click **NEXT** once or twice to return to the Review page and enter any items about the entire claim. Press the **SUBMIT** button to file your claim.

When you click onto "Submit" to finalize the claim filing process, you will not be able to add more items online. But be sure to click on "Submit" or your claim will not be filed!

Should you have any questions, please do not hesitate to contact me. I can be reached at 412-824-4420 extension 209.

Thank you,
Jim Messmer
General Manager
Maroadi Transfer & Storage, Inc.

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EXHIBIT C

----- Forwarded message -----

From: **Greening, Greg** <Greg.Greening@yorkrsg.com>
Date: Tue, Jul 14, 2015 at 4:45 PM
Subject: LXMS-9974A1
To: katherinedrago@gmail.com

Ms. Drago.

York Risk Services Group, Inc. is the claim administrator for Granite State Insurance Company which insures Shamrock Moving & Storage. It is our understanding that your boyfriend was injured during the move, on 12/15/2014. Please contact me at your convenience to discuss this matter. Thanks.

Greg

Gregory Greening
Senior Claim Adjuster
Liability Department

916.746.8863 office
866.221.2402 toll free
800.921.7683 fax
greg.greening@yorkrsg.com email

York Risk Services Group
PO Box 619079
Roseville, CA 95661

From: Eric Luellen [<mailto:sericluellen@gmail.com>]
Sent: Tuesday, July 14, 2015 4:49 PM
To: Greening, Greg
Cc: Katherine Drago
Subject: Fwd: LXMS-9974A1

Mr. Greening:

Kate forwarded your note to me. I was injured by the door of the company's truck being unsecured and swinging into my back. I did seek medical attention and was hopeful that the pain and discomfort would go away; however, it has been regrettably largely remained 8 months later. I would be happy to speak with you at a mutually convenient time.

From: **Greening, Greg** <Greg.Greening@yorkrsg.com>
Date: Wed, Oct 14, 2015 at 3:54 PM
Subject: RE: LXMS-9974A1
To: Eric Luellen <sericluellen@gmail.com>

Eric,

Sorry for the delay. It appears our insured is out of business. Please give me a call when you can. Thanks,

Greg

Gregory Greening
Senior Claim Adjuster
Liability Department

916.746.8863 office
866.221.2402 toll free
800.921.7683 fax
greg.greening@yorkrsg.com email

York Risk Services Group
PO Box 619079
Roseville, CA 95661

EXHIBIT D

From: Patrick R. Cowden <Pat.Cowden@vanliner.com>
Date: Tue, Nov 24, 2015 at 1:09 PM
Subject: My Claim #: 142160
To: "sericluellen@gmail.com" <sericluellen@gmail.com>

It is my understanding you are the Scott that allegedly got hit in the back by a door of a Shamrock Moving truck that was moving your lady friend. Please let me know what happened that day and what treatment you have had and who witnessed this event. All my information is listed below.

Patrick R Cowden S.C.L.A
Senior Claims Examiner
Vanliner Insurance Company
One Premier Drive
Fenton, MO 63026
Tele #: 636-660-9395
Tele #: 1-800-325-3619, Ext. 9395
FAX #: 1-855-472-1292
E mail address: pat.cowden@vanliner.com

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2016 MAY 26 AM 10:47

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EXHIBIT E

From: Greening, Greg <Greg.Greening@yorkrsg.com>
Date: Mon, Nov 23, 2015 at 5:15 PM
Subject: RE: LXMS-9974A1
To: Eric Luellen <sericluellen@gmail.com>

Eric,

Please call me when you can. There may be serious coverage problems. Thanks,

Greg

Gregory Greening
Senior Claim Adjuster
Liability Department

916.746.8863 office
866.221.2402 toll free
800.921.7683 fax
greg.greening@yorkrsg.com email

York Risk Services Group

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EXHIBIT F

From: **Patrick R. Cowden** <Pat.Cowden@vanliner.com>
Date: Wed, Feb 3, 2016 at 2:39 PM
Subject: RE: My claim #: 142160 My Insured: Shamrock Moving D/A: 12/15/14
To: Eric Luellen <sericluellen@gmail.com>
Cc: "Jim Messmer (jmessmer@maroadi.com)" <jmessmer@maroadi.com>, "katherinedrago@gmail.com" <katherinedrago@gmail.com>

- 1) Nobody including yourself have given us any information as far as witnesses go even though you indicated you have witnesses.
- 2) You have never given Vanliner any information regarding your injuries.
- 3) It was revealed to you we do not have any coverage to pay medical bills as you go but all medical because of the accident would be considered if a settlement was made.
- 4) **we insured the hauler and not Maroadi the booking agent of the move.**
- 5) We have nothing to do with York Management so whatever they told you, I cannot respond for them.

Bottom line is you have to prove negligence and damages whether to me or in court. Anything you cannot prove to the detriment of any company could open you up to legal action if they show damages.

If you sent all this stuff before instead of continuing to say you sent it send it again. Send it certified mail, return receipt requested. I cannot do anything for you on just your statements. I need documentation!

Patrick R Cowden S.C.L.A
Vanliner Insurance Company
One Premier Drive
Fenton, Mo 63026
Phone number: 636-660-9395
pat.cowden@vanliner.com
Fax #: 855-472-1292

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EXHIBIT G

From: Eric Luellen <sericluellen@gmail.com>
Date: Tue, Feb 2, 2016 at 5:17 PM
Subject: Fwd: Hello from Boston!
To: patrick@maroadi.com, Mary@maroadi.com
Cc: Katherine Drago <katherinedrago@gmail.com>

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Mary & Patrick:

We have not had the pleasure of formally meeting. I am Katie Drago's fiancée (all men marry up, I'm marrying way up). Your company moved us from 7105 Schoyer Avenue in Pittsburgh to Boston on December 14, 2014. We hired you because Katie was senior management at CMU, where you are a preferred vendor.

The reason Katie was asking for this documentation is because, as I understand you now know, an accident occurred during the move. Simply put, the crew that was hired failed to attach a safety tether to the rear door of the truck on the driver's side (the passenger's side was attached) and a wind-gust caught the door, swung it hard and fast to the closed position, striking me in the back because I was standing at the rear of the truck.

Today, 13-months later, I have been diagnosed by three physicians (one a Harvard fellow, one a spine specialist, and one a Harvard neurologist) with a combination of long-term and debilitating injuries, which have caused me significant pain and debility since the accident. It has also caused me thousands of dollars of medical expenses, and prescribed treatments to help with the long-term injuries caused costing around \$750 per month. Not a single penny has been paid by your insurers despite them being provided with witness statements, claims, and medical files.

I'm writing because essentially no progress was made with your insurers (Vanlines and York Management Services for Granite State). They have been, in our opinion, unresponsive for weeks and months at best, and unprofessional and dishonest at worst. It has reached the point where lawyers are being consulted to bring suit. We have also reached out to counsel with whom Katie worked at CMU to discuss Maroadi's preferred vendor status there and advice about the best way forward.

Having been a business owner for much of my career, I appreciate that once lawyers get involved costs spiral out of control and the sums that could have been spent to resolve the issues often are either doubled or tripled with legal expenses, or the money goes largely to the lawyers. I would like to prevent that and am reaching out to you directly prior to counsel bringing suit to try and settle the claim. Thank you for being in touch as soon as possible.

S. Eric Luellen
(M) 412-915-7468

EXHIBIT H

On Tue, Nov 24, 2015 at 11:56 AM, Jim Messmer <jmessmer@maroadi.com> wrote:

Katie,

I wanted to give you this information also. If you are or Scott is still pursuing the bodily injury claim, the contact for that would be Pat Cowden at Vanliner Insurance Company. This should be done immediately. Mr. Cowden's phone number is 636-660-9395 and his email address is pat.cowden@vanliner.com. The claim number is 142160.

Linda- Can you get the final invoice per Katie's request below.....

Respectfully,

Jim Messmer
General Manager
Maroadi Transfer and Storage Inc./M0222
Mayflower Transit Inc.
800-569-9433-ext 209
jmessmer@maroadi.com

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EXHIBIT I

From: **Patricia Cook** <pcook@pittsburgh.bbb.org>
Date: Thu, Apr 14, 2016 at 9:17 AM
Subject: BBB complaint 11389887
To: SEricLuellen@gmail.com

Mr. Luellen,

Please forward the contract to this email address.

Thank you.

Date Sent: 4/14/2016 9:05:44 AM

I was the injured party. If you have an e-mail address that's not a web form, I can forward the contract to you via email. I don't have it in another format at the moment.

Patricia A. Cook, Dispute Resolution Specialist

Better Business Bureau of Western Pennsylvania, Inc
400 Holiday Dr, Ste 220
Pittsburgh, PA 15220

p: [412.456.2700](tel:412.456.2700) ext 121

f: [412.922.8656](tel:412.922.8656)

pcook@pittsburgh.bbb.org

bbb.org Start With Trust®

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EXHIBIT J

From: **Eric Luellen** <sericluellen@gmail.com>
Date: Tue, Apr 12, 2016 at 5:44 PM
Subject: Service of Suit
To: Jim Messmer <jmessmer@maroadi.com>
Cc: Mary@maroadi.com

You are being served with a lawsuit in the US District Court for the Western District of Pennsylvania.

If I do not hear back from you within 48 hours identifying the law firm that will accept service for you, Mary Maroadi will be served.

Because it is a federal case, I will ask that the suit be served by US Marshals.

RECEIVED

2016 MAY 26 AM 10:48

IN PLACE
SECRETARY'S BUREAU

Before the
PENNSYLVANIA PUBLIC UTILITY COMMISSION

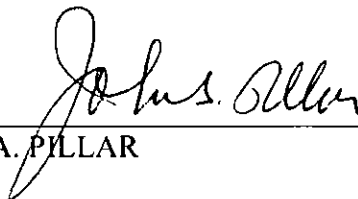
SCOTT LUELLEN,)	
Complainant,)	
)	
v.)	Docket C-2016-2539599
)	
MAROADI TRANSFER &)	
STORAGE, INC.,)	
Respondent.)	

CERTIFICATE OF SERVICE

I, JOHN A. PILLAR, hereby certify that I have this day served a copy of Maroadi Transfer & Storage, Inc.'s Preliminary Objections to Amended Formal Complaint in the above matter upon the Complainant, properly addressed, postage prepaid, and mailed to:

Scott Luellen
14 Marlboro Street
Belmont, MA 02478

Dated at Pittsburgh, PA this 24th day of May, 2016.



JOHN A. PILLAR

John A. Pillar
Attorney at Law
150 Green Commons Drive
Pittsburgh, PA 15243
412-343-0970
e-mail: pillarlaw@verizon.net

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