

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

SCOTT LUELLEN,

Complainant

v.

Docket C-2016-2539599

MAROADI TRANSFER & STORAGE, INC.

1801 Lincoln Hwy, North Versailles, PA 15137

Respondent

**COMPLAINANT'S ANSWER TO RESPONDENT'S "NEW MATTERS" &
REPLY TO RESPONDENT'S ANSWER TO AMENDED FORMAL COMPLAINT**

NOW COMES Complainant and answer's Respondent's "new matters" propagated on May 25, 2016, and replies to respondent's answer that was also filed (as a combined document) on May 25, 2016, which was to Complainant's amended formal complaint that was filed on May 3, 2016 in the above-captioned manner, as follows:

1. Generally, respondent MAROADI MOVING & STORAGE procedurally defaulted because its answer was filed out of time; pursuant to 52 Pa. Code §§ 5.62 and 5.63, it only had 20 calendar days to file its answer where after all the statements in the Amended Complaint were to be deemed true and admitted. Moreover, respondent's procedural default was knowing and willful because it demonstrated its awareness of the rule in its own Notice to Plead filed on May 25, 2016. Under Pennsylvania's civil rules, a respondent who procedurally defaults must file a formal motion for leave to file out of time AND demonstrate good cause for doing so. Because the Respondent is represented by counsel who is a member of the Pennsylvania Bar Association, they know this and choose not to.

They must be held accountable by this Commission for its conscious choice to disobey the rules of civil procedure. Rules exist for a reason, to create a fair and level playing field.

Were this Commission to ignore these compounding and willful choices by counsel it would create a disallowed bias or perception of bias.

2. At ¶ 2, Complainant alleged pertinent facts regarding the hiring of MAROADI MOVING & STORAGE to pack and transfer their household goods and received payment for said services. Respondent's refusal to answer by claiming the averment is a legal argument is bad faith and without merit; respondent's refusal to answer should therefore be construed as an admission.
3. At ¶ 3, Complainant summarized the accident that occurred with the equipment and operators of the subcontractor that MAROADI TRANSFER & STORAGE hired. Respondent's answer that they have no knowledge of those facts is also disingenuous, and constitutes a willful refusal to engage in the adversarial process in good faith. The respondent's own emails, attached to the amended complaint, acknowledge their understanding that Complainant was injured during the move, and for sure, they know whether or not SHAMROCK MOVING & STORAGE was acting in agency on their behalf. Respondent's refusal to answer factual allegations it knows or easily could know the veracity of which with either "admit" or "deny" should be interpreted as a refusal to answer and as an admission.
4. At ¶ 4, Complainant averred Respondent and its agents had a duty to exercise due care, safety, and caution in the operation of its equipment; however, again, Respondent MAROADI MOVING & STORAGE refuse to either "admit" or "deny" the allegation. Instead, Respondent admits they are a licensed motor carrier but refuses to answer whether they or their agent had any duty of care, etc. Respondent's refusal to answer factual

allegations with either “admit” or “deny” should be interpreted as a refusal to answer and as an admission.

5. At ¶ 5, Complainant averred that neither he nor his family engaged in any contributory neglect regarding the accident and injury; however, as is becoming a pattern, Respondent MAROADI MOVING & STORAGE refuse to either “admit” or “deny” the averment. Instead, incredibly, Respondent by reference claims that: (a) the averment is a legal argument; (b) Respondent has (and cannot acquire) any knowledge; (c) and via reference to paragraph four, they simply ignore the averment and refuse to answer. Respondent’s refusal to answer factual allegations with either “admit” or “deny” should be interpreted as a refusal to answer and as an admission.
6. At ¶ 6, Respondent goes through Complainant’s exhibit one-by-one, which did not relate to the averment. Respondent’s refusal to answer factual allegations with either “admit” or “deny” should be interpreted as a refusal to answer and as an admission. However, in its answer to the exhibits, Respondent attempt to pretend that correspondence regarding an insurance claim was only about a “cargo claim;” however, Respondent’s own correspondence, attached to the Amended Complaint as exhibits D and H, discuss the fact that Respondent knew Complainant had suffered a bodily injury in an accident related to the move and were seeking an insurance claim. Because Respondent’s concedes in this paragraph of their answer that its correspondence was true and accurate, its misrepresentations that the claim was only due to “cargo” and refusal to answer factual allegations with either “admit” or “deny” about the bodily injury they conceded that they knew about should be interpreted as a refusal to answer and as an admission.

7. At ¶ 7, the strict proof Respondent demands shall be presented at trial or via evidence of witnesses and documents, many of which Respondent already has in its possession and is ignoring.
8. At ¶ 8, Respondent makes a legal argument refuting the well-founded legal doctrine of *respondeat superior* and refuse to either “admit” or “deny.” Respondent’s refusal to answer factual allegations with either “admit” or “deny” should be interpreted as a refusal to answer and as an admission.
9. At ¶ 9, Respondent and its counsel have an obligation under Pennsylvania’s civil rules to investigate a claim to try to determine its truth or falsehood and Respondent demonstrates it has failed to even attempt to honor this responsibility. Respondent’s refusal to answer factual allegations with either “admit” or “deny” should be interpreted as a refusal to answer and as an admission.
10. At ¶ 10, Respondent makes a legal argument refuting the well-founded legal doctrine of *respondeat superior* and refuse to either “admit” or “deny.” Moreover, Respondent and its counsel have an obligation under Pennsylvania’s civil rules to investigate a claim to try to determine its truth or falsehood and Respondent demonstrates it has failed to even attempt to honor this responsibility. Respondent’s refusal to answer factual allegations with either “admit” or “deny” should be interpreted as a refusal to answer and as an admission.
11. At ¶ 11, Respondent makes a legal argument refuting the well-founded legal doctrine of *respondeat superior* and refuse to either “admit” or “deny.” Respondent’s refusal to answer factual allegations with either “admit” or “deny” should be interpreted as a refusal to answer and as an admission.

12. At ¶ 12, Respondent makes a legal argument refuting the well-founded legal doctrine of *respondeat superior* and refuse to either “admit” or “deny.” Respondent’s refusal to answer factual allegations with either “admit” or “deny” should be interpreted as a refusal to answer and as an admission.
13. At ¶ 13, Respondent, after conceding that all its correspondence attached as exhibits to the amended complaint were true and accurate, pretends that the two of them wherein they acknowledge Complainant was injured and needed to file an insurance claim (Exhibits D & H), don’t exist. Therefore, Respondent’s refusal to answer these factual allegations with either “admit” or “deny,” especially given their concession that they wrote Complainant twice about a claim for his injury, should be interpreted as a refusal to answer and as an admission.
14. At ¶ 14, Respondent, after conceding that all its correspondence attached as exhibits to the amended complaint were true and accurate, pretends that the two of them wherein they acknowledge Complainant was injured and needed to file an insurance claim (Exhibits D & H), don’t exist. Therefore, Respondent’s refusal to answer these factual allegations with either “admit” or “deny,” especially given their concession that they wrote Complainant about a claim for his injury, should be interpreted as a refusal to answer and as an admission.
15. At ¶ 15, Respondent claims to have no knowledge of the insurance companies; however, the correspondence attached to the formal complaint that it concedes are true and accurate, show that Respondent repeatedly referred Complainant to these insurance companies, and was repeatedly copied on their correspondence. Moreover, Vanliner Insurance Company, the company to which Respondent repeatedly referred Complainant to file a bodily injury claim, has filed a statement under oath to the

Missouri Insurance Commission (which Complainant asks this Commission to take judicial notice of) that it NEVER insured MAROADI TRANSFER & STORAGE.

Therefore, Respondent was clearly attempt to do what Complainant has alleged, hide the identity of its own insurance carrier and refer the claim to third parties it knew did not insure it, which is a bad faith violation of state regulations as Complainant alleged in its amended complaint.

16. Re ¶ 16, strict proof will be presented at trial via documents, evidence, and witnesses.

17. Re ¶ 17, strict proof will be presented at trial via documents, evidence, and witnesses.

18. At ¶ 18, the gravamen of the averment is that the Respondent failed to make any good faith effort, let alone a timely effort, to investigate or adjust the claim or have its insurance carrier do the same after being hired, receiving payment for, and subcontracting work regulated as a motor carrier. Respondent talks around the claim but fails to directly answer the claim. Respondent's refusal to answer factual allegations with either "admit" or "deny" should be interpreted as a refusal to answer and as an admission.

19. At ¶ 19, Respondent's answer should be struck because, unless it represents the Better Business Bureau, it cannot answer for them because it's inadmissible hearsay.

20. At ¶ 20, Respondent admits that it was notified including about injuries sustained during work performed by its agent that necessitated an investigation and insurance claim filing, no less than nine times in writing, which is critical for this Commission to evaluate as an adverse admission to Complainant's claims.

21. At ¶ 21, Respondent perjures itself because evidence will show it knew it was performing services for Complainant because **its employee, Patrick McLaughlin personally met with Complainant on the job site with witnesses**, discussed the

services MAROADI TRANSFER & STORAGE was providing him and his domestic partner, and repeatedly apologized for the low quality of service and work of MAROADI TRANSFER & STORAGE in the presence of witnesses.

22. At ¶ 22, at lines 10-11, Respondent perjures itself again because evidence will show it knew it was performing services for Complainant because its employee, **Patrick McLaughlin, personally met with Complainant on the job site with witnesses,** repeatedly discussed the job via mobile phone with Complainant, and discussed the services MAROADI TRANSFER & STORAGE was providing him and his domestic partner, and repeatedly apologized for the low quality of service and work of MAROADI TRANSFER & STORAGE in the presence of witnesses. Moreover, Respondent's answer in the final sentence is incredible and flagrantly dishonest because it has conceded it repeatedly corresponded regarding the personal injury suffered by Complainant by MAROADI TRANSFER & STORAGE INC.'s subcontractor and agent then here, it had "no specific knowledge...of any claim by Complainant involving Respondent for a personal injury." Their answer is perjurious.
23. At ¶ 23, Respondent's refusal to answer factual allegations with either "admit" or "deny" should be interpreted as a refusal to answer and as an admission.
24. At ¶ 24, Respondent, after acknowledging it repeatedly corresponded as attached to the formal complaint as exhibits about Complainant's injury, after its employee Patrick McLaughlin personally met with Complainant at the job site with witnesses, denies that it ever knew Complainant was injured nor that it had any contact with Complainant. Their answer is perjurious.

25. At ¶ 25, Respondent claims the answer to the Amended Formal Complaint is the averment in said complaint, which is nonsensical. Respondent's refusal to answer factual allegations with either "admit" or "deny" should be interpreted as a refusal to answer and as an admission.
26. At ¶ 26, after conceding it received nine written requests related to filing an insurance claim for Complainant's injury that it denies failing to disclose its carrier and that it never received a claim. The exhibits attached to the formal complaint, which Respondent acknowledges as true and correct, speak for themselves in practically begging Respondent to file a claim, which it never did because it is guilty of the unconscionably illegal and bad faith conduct warranting its closure as averred in the amended complaint. Their answer is perjurious as demonstrated by said exhibits.
27. At ¶ 27, Respondent's refusal to answer factual allegations with either "admit" or "deny" should be interpreted as a refusal to answer and as an admission.
28. At ¶ 28, after conceding it received nine written requests related to filing an insurance claim for Complainant's injury that it denies failing to disclose its carrier and that it never received a claim. The exhibits attached to the formal complaint, which Respondent acknowledges as true and correct, speak for themselves in practically begging Respondent to file a claim, which it never did because it is guilty of the unconscionably illegal and bad faith conduct warranting its closure as averred in the amended complaint. Their answer is perjurious as demonstrated by said exhibits.
29. At ¶ 29, Respondent's refusal to answer factual allegations with either "admit" or "deny" should be interpreted as a refusal to answer and as an admission.

30. No reply at this time.

31. No reply at this time.

32. At ¶ 32, after conceding it received nine written requests related to filing an insurance claim for Complainant's injury that it denies failing to disclose its carrier and that it never received a claim. The exhibits attached to the formal complaint, which Respondent acknowledges as true and correct, speak for themselves in practically begging Respondent to file a claim, which it never did because it is guilty of the unconscionably illegal and bad faith conduct warranting its closure as averred in the amended complaint. Their answer is perjurious as demonstrated by said exhibits.

33. No reply at this time.

34. At ¶ 34, Respondent's refusal to answer factual allegations with either "admit" or "deny" should be interpreted as a refusal to answer and as an admission.

35. No reply at this time.

36. At ¶ 36, Respondent's answer is again perjurious as Complainant will show at trial that James Messmer repeatedly accepted responsibility and promised to "make things right" with Complainant and his injury that he was "keeping Mary [Maroadi] fully informed," and that legal was making it difficult for them to resolve the matter with numerous witnesses and call logs. Where after, Complainant will seek a referral to the Commonwealth's Attorney for Mr. Messmer's irresponsible, dishonorable, and perjurious answer.

37. No reply at this time.

38. At ¶ 38, Respondent's refusal to answer factual allegations with either "admit" or "deny" should be interpreted as a refusal to answer and as an admission.

39. No reply at this time.

40. At ¶ 40, after conceding it received nine written requests related to filing an insurance claim for Complainant's injury that it denies failing to disclose its carrier and that it never received a claim. The exhibits attached to the formal complaint, which Respondent acknowledges as true and correct, speak for themselves in practically begging Respondent to file a claim, which it never did because it is guilty of the unconscionably illegal and bad faith conduct warranting its closure as averred in the amended complaint. Their answer is perjurious as demonstrated by said exhibits. Moreover, Respondent's General Manager James Messmer is engaging in dishonest, perjurious, and illegal conduct in this sworn answer on MAROADI TRANSFER & STORAGE's behalf, for which he will be held full accountable. If there was any doubt as to the Respondent's guilt of the allegations made in the Amended Complaint, Respondent's counsel has compounded their problems with its negligent legal advice because neither will he produce the Respondent's insurance carrier nor file a claim on their behalf as it is abundantly clear from the correspondence he concedes, and these pleadings, that Complainant expressly requests identify of Respondent's carrier and to file a claim. Respondent's counsel has worsened and compounded Respondent's legal problems for a fee.

ANSWER TO NEW MATTER

41. At ¶ 41, Respondent attempts to bury a belated affirmative defense of lack of jurisdiction.

Complainant responds as follows:

- a. Whether or not the work performed by the Respondent is partially or fully within the jurisdiction of this Commission is a factual issue that must be determined at trial and cannot be resolved as a preliminary matter because insufficient facts are stipulated (in fact, Respondent rarely admitted or denied any facts in its answer);

- b. Evidence produced at trial will prove that Respondent's work was entirely or partially regulated within the jurisdiction of this Commission;
- c. Evidence produced at trial will prove that Respondent's work was completed in discrete and separate pieces wholly unrelated to interstate transit and that the injury and conduct in question occurred wholly unrelated to interstate transit but in the discrete elements of separate work for which they were compensated as a motor carrier within the Commonwealth of Pennsylvania;
- d. Respondent has defaulted any and all affirmative defenses by failing to raise them in either of its two answers and further answers are now impermissible and out of time;
- e. Respondent acknowledged this Commission's jurisdiction by entering its appearance in this case (e.g., not a "special appearance" to refute jurisdiction as required); and,
- f. Respondent acknowledged the jurisdiction of this Commission in its answer at ¶ 1, where it stipulated that "Respondent admits that is a motor carrier licensed by the Pennsylvania Utility Commission (hereinafter Commission) and that its service is subject to the Commission's jurisdiction" thereby estopping any later claim that this Commission lacks jurisdiction in the case.

42. Denied.

43. Denied. MAROADI TRANSFER & STORAGE is an agent of Mayflower LLC, was paid as MAROADI for the work, conducts all correspondence and business cards as MAROADI, and for all purposes, functions as MAROADI TRANSFER & STORAGE LLC.

44. Denied. MAROADI TRANSFER & STORAGE was the contractor responsible for any and all decision making to subcontract discrete elements of work, sent employees and personnel under its employ to the job site to supervise its work, and accepted full payment for all work.

45. Denied as irrelevant, nor is a child, nor is a pedestrian; not every family member signs every contract nor are they required to for the regulated service provider to held accountable for its illegal and improper conduct. Moreover, the contract attached to Respondent's "New Matter" is unsigned in addition to being irrelevant, and even if it was signed, repeatedly identifies Respondent MAROADI TRANSFER & STORAGE as a responsible agent.
46. Denied; Complainant did pay consideration to MAROADI TRANSFER & STORAGE INC.
47. Denied; Respondent MAROADI was fully and wholly responsible for any and all elements of the work, accepted payment for all aspects of said work, and personally supervised all work.
48. Denied; the exhibits speak for themselves and Respondent's pretending otherwise is not only dishonorable and irresponsible, it is sanctionable conduct.
49. Unknown; however, Complainant has repeatedly asked for this information from Respondent, which it acknowledged as true and correct (then pretends otherwise) and neither it nor its counsel have acted responsibly and provided it.
50. Denied; Respondent repeatedly wrote Ms. Drago attempting to improperly misdirect its liability for a bodily injury it repeatedly acknowledged it the correspondence it has stipulated is "true and correct" to an insurance carrier it knew did not insure it, made no effort to investigate the claim and injury it repeatedly acknowledged in writing, refused to identify its insurance carrier (still does compounded by its counsel), refused to submit a claim (still does compounded by its counsel). Respondent's averment is bad faith considering it has stipulated the accuracy of the exhibits that show the Respondent forwarding Vanliner insurance claim paperwork expressly for Complainant's injury.

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

Thursday, June 9, 2016
Date:

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 9th day of June 2016.¹

/s/ _____

Scott Luellen

14 Marlboro Street

Belmont, MA 02478

Tel. 412-915-7468

E-mail: SEricLuellen@gmail.com

Thursday, June 9, 2016

Date:

¹ 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](tel:800-569-9433)-ext 209
jmessmer@maroadi.com

EXHIBIT B

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.

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](tel:916.746.8863) office

[866.221.2402](tel:866.221.2402) toll free

[800.921.7683](tel: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](tel:916.746.8863) office
[866.221.2402](tel:866.221.2402) toll free
[800.921.7683](tel: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](tel:636-660-9395)
Tele #: [1-800-325-3619](tel:1-800-325-3619), Ext. 9395
FAX #: [1-855-472-1292](tel:1-855-472-1292)
E mail address: pat.cowden@vanliner.com

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](tel:916.746.8863) office

[866.221.2402](tel:866.221.2402) toll free

[800.921.7683](tel:800.921.7683) fax

greg.greening@yorkrsg.com email

York Risk Services Group

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](tel:636-660-9395)
pat.cowden@vanliner.com
Fax #: [855-472-1292](tel:855-472-1292)

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>

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](tel: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](tel: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.....

Respectfully,

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

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®

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.