**BEFORE THE**

**PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Scott Luellen, :

:

Complainant :

: C-2016-2539599

v. :

:

Maroadi Transfer & Storage, Inc. :

:

Respondent :

**ORDER DENYING COMPLAINANT’S**

**FIRST MOTION FOR SANCTIONS**

This order denies the Complainant’s First Motion for Sanctions.

On May 3, 2016, Scott Luellen (Mr. Luellen or Complainant) filed an amended formal complaint (complaint) against Maroadi Transfer & Storage, Inc. (Maroadi or Respondent) with the Pennsylvania Public Utility Commission (Commission). Mr. Luellen raised in his amended complaint, *inter alia*, certain safety and insurance-related allegations against the Respondent.

On May 24, 2016, Maroadi filed an answer, new matter, and preliminary objections in response to the complaint. In its answer, the Respondent generally denied the material allegations in the amended complaint. In its new matter, Maroadi alleges (1) that since the move occurred between Pittsburgh, Pennsylvania and Belmont, Massachusetts, it is an interstate shipment subject to the jurisdiction of the Federal Motor Carrier Safety Administration and not the Commission, (2) that the Complainant was not a party to the transportation contract between Ms. Drago and the Respondent, and (3) that the complaint involves alleged injuries and a claim for damages, and that a personal injury claim is not within the Commission’s jurisdiction

In its preliminary objections, Maroadi argues that (1) the Complainant was not the party to any transportation contract and, therefore, lacks standing to complain to the Commission on the basis of a contract between Ms. Drago and the moving company, (2) the complaint shows that the Respondent was only a booking agent and was not involved in the loading or transporting of the shipment, (3) the Complainant filed no liability claim with the Respondent, and (4) that the only allegation by the Complainant that could constitute a possible claim, if one had been filed, alleges a personal injury to the Complainant, for which recovery would be beyond the Commission’s jurisdiction.

On June 10, 2016, the Complainant filed a response to the Respondent’s answer and new matter. The Complainant disputes the factual averments set forth in the Respondent’s answer and new matter.

By order dated June 30, 2016, I denied, in part, Respondent’s preliminary objections and directed that a hearing be scheduled.

To date, the Complainant has served two sets of discovery requests on Respondent. Respondent’s response to Complainant’s Set I requests was the subject of a motion to compel, dated June 29, 2016. An order denying this motion was issued by the undersigned on July 15, 2016.

Also on or about June 29, 2016, Complainant filed with the Commission its First Motion for Sanctions. In this motion, Complainant argues that the Respondent withheld or submitted misleading information in response to a request by the Complainant for information about Respondent’s insurance carrier at the time of the incident that is the subject of this proceeding. In particular, Complainant states it requested that Respondent identify its motor vehicle insurance carrier at the time of the incident at issue here. It states that Respondent responded by stating it was insured by First Niagara when, in fact, it never was insured by First Niagara. Rather, its insurance carrier at that time was Granite State Insurance Company. In addition, Complainant argues that Respondent’s general manager verified the responses and its counsel executed the document. Complainant is seeking sanctions against the Respondent and its counsel.

In its answer to Complainant’s motion to compel, Respondent stated that First Niagara is its insurance underwriter, and that First Niagara arranges any insurance requirements for the Respondent. Respondent stated that its response should have included a reference to Granite State Insurance Company. It further argued, however, that Complainant had knowledge that Granite State Insurance Company was Respondent’s carrier during the relevant time period, as it is identified in public records of the Federal Motor Carrier Safety Administration (FMCSA), a copy of which was attached to Complainant’s motion for sanctions. Respondent also argues that, since its personnel and trucks were not involved in transporting the shipment at issue in this proceeding, it would have had no insurance coverage available to Complainant for a personal injury claim.

I will deny Complainant’s motion for sanctions. First, a hearing has not yet been scheduled in this proceeding. It appears the Complainant has obtained the information sought concerning the Respondent’s motor vehicle insurance carrier at the time of the incident at issue here, as the information is contained in the FMCSA documentation attached to its motion for sanctions, and Respondent acknowledged it should have included the information about Granite State Insurance Company in its response. I do not believe the Complainant is prejudiced at this point in preparing for a hearing in this matter, as it appears to now have the information requested. In addition, Respondent did provide the name of its insurance underwriter, First Niagara, and explained that First Niagara arranges insurance coverage for the Respondent. The FMCSA printout attached to Complainant’s motion for sanctions shows a series of different insurance carriers for the Respondent from 1993 through 2016. While not initially providing a complete answer, I do not believe the omission warrants sanctions against the Respondent. I also do not believe that verification of the responses by Respondent’s general manager and execution of the document by its counsel warrants the imposition of sanctions. Respondent is cautioned, however, that it should provide accurate and complete responses to future discovery requests that are not subject to timely objections.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Complainant’s First Motion for Sanctions denied.

Date: July 18, 2016 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Steven K. Haas

Administrative Law Judge

**C-2016-2539599 - SCOTT LUELLEN v. MAROADI TRANSFER & STORAGE INC**SCOTT LUELLEN14 MARLBORO STREETBELMONT MA 02478412.915.7468-***ACCEPTS E-SERVICE-***

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