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Before the  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

2016 JUL 11 AM 10:39

SCOTT LUELLEN, )  
 Complainant, )  
 )  
 v. )  
 )  
 MAROADI TRANSFER & )  
 STORAGE, INC., )  
 Respondent. )

PA P.U.C.  
SECRETARY'S BUREAU

Docket C-2016-2539599

**RESPONDENT'S REPLY TO COMPLAINANT'S FIRST  
MOTION FOR SANCTIONS**

AND NOW COMES Maroadi Transfer & Storage, Inc. (hereinafter referred to as Maroadi or Respondent), by its attorney, John A. Pillar, and replies to the Complainant's First Motion for Sanctions as follows.

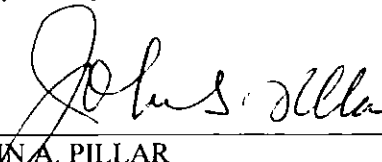
1. Complainant contends that in its First Request for Interrogatories #4, it requested Respondent to identify its applicable motor vehicle insurance carrier "at the time of the cause of action and any and all other insurance carriers." In its Answer to Interrogatory #4, Respondent stated that it was insured by First Niagara at the time of the alleged injury to the Complainant, but that Respondent did not operate any motor vehicle involved in any incident involving the alleged injury to the Complainant and, because it did not operate any vehicle and was not involved in any aspect of the loading of the shipment, it had no beneficial coverage. First Niagara is, in fact, Respondent's insurance underwriter and arranges any insurance requirements for Respondent. Respondent's answer should also have included reference to Granite State Insurance Co, which was Respondent's insurer in December of 2014, although Granite State would not have provided any coverage to Respondent since neither its vehicle or employees were involved in any way in the loading of the shipment during which Complainant was allegedly injured. Although Respondent's answer was not as complete as it should have been, Complainant did have knowledge of the insurer of Shamrock Moving and Storage, the carrier which actually loaded the shipment, and he had knowledge of Respondent's insurer which is a matter of public record.

2. Since the Respondent did not operate any motor vehicle involved in transporting the household goods shipment referred to in the complaint and did not load or provide equipment for loading said shipment at the time of Complainant's alleged injury, Respondent had no insurance coverage that would be available for a personal injury claim involving another company's equipment and personnel.

3. The relief requested by the Complainant in the Formal Complaint and the Amended Formal Complaint is not within the jurisdiction of this Commission since the Complainant seeks to recover damages for his alleged personal injury. Preliminary Objections were filed to both complaints and are awaiting disposition. Complainant's remedy, if any, is in a civil court proceeding. To the best of Respondent's knowledge, no civil action has been filed against the Respondent by the Complainant for his alleged personal injury.

WHEREFORE, Respondent respectfully requests that Complainant's First Motion for Sanctions be denied.

Respectfully submitted,



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

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Pittsburgh, PA 15243  
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**CERTIFICATE OF SERVICE**

I, JOHN A. PILLAR, hereby certify that I have this day served a true and correct copy of the within Respondent's Reply to Complainant's First Motion for Sanctions in the above proceeding upon the following, properly addressed, postage prepaid, and mailed as follows:

Hon. Steven K. Haas, Administrative Law Judge  
Pennsylvania Public Utility Commission  
P. O. Box 3265  
Harrisburg, PA 17105-3265

Scott Luellen  
14 Marlboro Street  
Belmont, MA 02478

Dated at Pittsburgh, PA this 8<sup>th</sup> day of July 2016.

  
\_\_\_\_\_  
JOHN A. PILLAR

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