

Before the
PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIVED
2016 JUL 11 AM 10:40

SCOTT LUELLEN,
Complainant,

v.

MAROADI TRANSFER &
STORAGE, INC.,
Respondent.

)
)
)
)
)
)
)
)

Docket C-2016-2539599

PA P.U.C.
SECRETARY'S BUREAU

**RESPONDENT'S REPLY TO COMPLAINANT'S
FIRST MOTION FOR JUDGMENT ON THE PLEADINGS**

AND NOW COMES Maroadi Transfer & Storage, Inc. (hereinafter Maroadi or Respondent) and files the following reply to Complainant's First Motion for Judgment on the Pleadings.

Complainant has filed this Motion seeking a partial judgment based on the pleadings filed to date. The first basis for the Motion deals with the Amended Complainant's allegations that Respondent violated nine regulations and statutes in the handling of the alleged personal injury which was allegedly caused by the Respondent's "subcontractor" during the loading of a shipment of household goods of the Complainant's "domestic partner".

The first of the nine alleged violations deals with Complainant's contention that Respondent knowingly filed a false pleading in its Answer to the Amended Complaint by asserting that it had no knowledge of the Complainant or his alleged injuries notwithstanding the fact that there had been a series of e-mail exchanges of which the Respondent had knowledge. However, the fact remains that the Complainant was not a party to the transportation contract at the time Respondent packed the shipment of household goods for the shipper, Katherine Drago, and Respondent had no direct knowledge of any alleged injury to Complainant until 2015 at the earliest and had no knowledge that Respondent was considered by the Complainant to be responsible until 2016. Complainant did not file a formal claim with the Respondent regarding an alleged injury and the Complainant was not a party to the transportation contract entered into by the Complainant's "domestic partner". Maroadi was merely the booking agent

and did the packing for the Complainant's domestic partner. Complainant did not file his Formal Complaint until April of 2016. Therefore, Respondent's contention that it had no direct knowledge of the Complainant's assertion of a cause of action against it until the Formal Complaint was filed is factually correct.

Complainant further alleges that Respondent refused to identify its insurance carrier, refused to conduct any investigation and made no effort to effectuate a fair and equitable settlement which allegedly constitutes four of the nine statutes and regulations allegedly violated by Respondent. The Amended Formal Complaint shows that Complainant was aware that Mayflower was the contracting carrier for the household goods shipment of the Complainant's domestic partner, that Shamrock Moving & Storage was the carrier that provided the equipment and personnel to load the shipment, during which time the Complainant alleges that he was injured, and that Complainant was in contact with the insurance carrier for Shamrock as evidenced by the emails attached as Exhibit 1 to Respondent's Partial Production of Documents requested by Complainant. At no time did Complainant provide Maroadi with any actual evidence of an alleged injury other than the bare allegation in the Formal Complaint. Maroadi was not Shamrock's principal and Maroadi's insurance carrier provides no coverage for an alleged injury involving Shamrock's equipment and personnel.

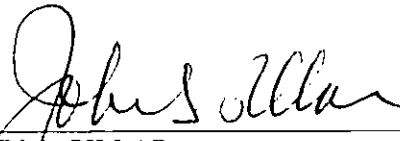
Complainant argues that Respondent failed to respond to written or oral communications in regard to an insurance claim in compliance with §32.16(2) which is apparently a reference to 52 Pa. Code §32.16(2). Respondent submits that it had no knowledge of what injury, if any, was sustained by the Complainant and still does not have that information. Both the original Formal Complaint and the Amended Formal Complaint request that this Commission adjudicate a personal injury claim against Maroadi which is beyond the jurisdiction of this Commission. While §32.16(2) would ordinarily obligate a respondent to investigate a claim involving its equipment or personnel, in this case neither Respondent's equipment nor personnel were involved in the transportation of the shipment of household goods.

It is incomprehensible and indefensible that Complainant continues to pursue this matter against Maroadi knowing that Maroadi was not the loading carrier and Maroadi's personnel were not involved in

the loading of the shipment. The balance of the alleged violations of regulations and statutes referred to in the Complainant's Motion all deal with the contention that the Respondent did not conduct a reasonable investigation and made no good faith effort to effect a prompt settlement. Respondent submits that it had no basis to conduct an investigation since it was not involved with the loading of the shipment. Complainant now requests the Commission to conclude that Respondent violated statutes and regulations referred to in the Amended Formal Complaint and to consider such conduct by the Respondent to be unlawful. Respondent submits that there are not sufficient facts of record to make such a determination. Respondent submits that it has not breached any regulation or statute, that it has acted reasonably in attempting to steer the Complainant to the proper party or parties that may have some involvement in this incident, and that the Respondent's involvement is the alleged injury to Complainant is non-existent.

WHEREFORE, Respondent respectfully requests that Complainant's Motion for Judgment on the Pleadings, even to the partial extent here involved, be denied.

Respectfully submitted,



JOHN A. PILLAR
Attorney for MARODI 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

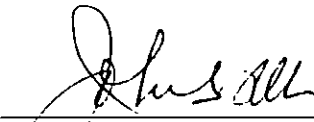
CERTIFICATE OF SERVICE

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 Judgment on the Pleadings 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 8th day of July 2016.

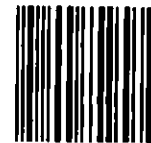


JOHN A. PILLAR

RECEIVED
2016 JUL 11 AM 10:40
PA P.U.C.
SECRETARY'S BUREAU



1000



17105

U.S. POSTAGE
PAID
PITTSBURGH, PA
15243
JUL 08, 18
AMOUNT
\$1.57
R2304M111635-14



LAW OFFICES OF
JOHN A. PILLAR
150 Green Commons Drive
Pittsburgh, PA 15243

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
P. O. Box 3265
Harrisburg, PA 17105-3265