

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 FIRST REQUEST FOR ADMISSIONS
(Pa. Rule 4014 & 1029(b))**

COMES NOW Complainant and propounds its first request for admissions upon Respondent, and any and all of Respondent's employees who may have responsive information, and states:

INSTRUCTIONS:

Respondent, or the relevant employee(s) with responsive information, must answer each and every numbered request with the words ADMIT or DENY. Any and all employees providing responses must be identified by their name, title, home address, and telephone number and sign a verification under oath.

The matter is admitted unless, within thirty days after service of the request, or within such shorter or longer time as the court may allow. If objection is made, the reasons therefor shall be stated. The answer shall admit or deny the matter or set forth in detail the reasons why the answering party cannot truthfully do so. A denial shall fairly meet the substance of the requested admission, and when good faith requires that a party qualify the answer or deny only a part of the matter of which an admission is requested, the party shall specify so much of it as is true and qualify or deny the remainder. An answering party may not give lack of information or knowledge as a reason for failure to admit or deny unless the answering party states that he or she has made reasonable inquiry and that the information known or readily obtainable by him or her is insufficient to enable him or her to admit or deny. In such instances, respondents must detail what specific efforts they have made to timely acquire the information necessary to respond to the request for admission.

A party who considers that a matter of which an admission has been requested presents a genuine issue for trial may not, on that ground alone, object to the request. That party may, subject to the provisions of Rule 4019(d), deny the matter or set forth reasons why he or she cannot admit or deny it.

1. Admit that Respondent was involved with the packing or movement of household goods at 7105 Schoyer Avenue, Pittsburgh, PA in December 2014.
2. Admit that Pat McLaughlin was an employee of Respondent in December 2014.
3. Admit that Pat McLaughlin traveled to 7105 Schoyer Avenue, Pittsburgh, PA in December 2014 as part of his duties as an employee of Respondent.
4. Admit that Respondent has legal liability under the doctrine of *respondeat superior*.
5. Admit that Mary Maroadi is an officer of Maroadi Transfer & Storage, Inc.
6. Admit that Mary Maroadi received one or more email from Complainant in regard to his injuries during the loading of household goods at 7105 Schoyer Avenue, Pittsburgh, PA.
7. Admit that Mary Maroadi refused to respond to the email(s) referenced in request six (6).
8. Admit that James Messmer was the General Manager of Maroadi Transfer & Storage, Inc. from December 2014 to present.
9. Admit that James Messmer received one or more email from Complainant in regard to his injuries during the loading of household goods at 7105 Schoyer Avenue, Pittsburgh, PA.
10. Admit that James Messmer refused to respond to the emails(s) referenced in request nine (9).
11. Admit that Respondent falsified answers to this Commission that it had “no knowledge” of Complainant or his injuries.
12. Admit that James Messmer falsified answers to this Commission that “First Niagara” was Respondent’s insurer of record in December 2014.

13. Admit that Respondent has had its household goods common carrier license revoked on or about December 19, 2011 (See Federal Motor Carrier Safety Administration record).
14. Admit that Respondent had its motor property common carrier license revoked on or about December 19, 2011 (See Federal Motor Carrier Safety Administration record).
15. Admit that the licensures that were involuntarily revoked mentioned in requests 13 and 14 were not reinstated until April 22, 2013.
16. Admit the involuntary revocation of motor carrier licenses by the Federal Motor Carrier Safety Administration for 16 months until the year prior to the events leading to this case demonstrate a history of recent and serious non-compliance with motor carrier regulations by Respondent.
17. Admit that Respondent continued to operate as a motor carrier during the 16 months its licenses were involuntarily revoked by the Federal Motor Carrier Safety Administration.
18. Admit that Complainant asked Respondent, Messmer, and/or Ms. Maroadi for assistance in resolving his insurance claims via email.
19. Admit that neither Respondent, Messmer, nor Maroadi responded to the email request(s) noted in request fourteen (14).
20. Admit that Respondent does not know if it was hired to or packed Complainant's household goods, Ms. Drago's household goods, or both.
21. Admit that Respondent filed sworn interrogatory responses with this Commission that no employee had contact with Complainant at 7105 Schoyer Avenue.
22. Admit that Messmer adversely admitted to Vanliner Insurance Company via email that Respondent had participated in the work resulting in Complainant's injuries and claims.

23. Admit that Respondent and/or Messmer received numerous emails detailing Complainant's injuries and claims including certified medical records.
24. Admit that Respondent and/or Messmer falsified answers to this Commission in sworn interrogatory answers and/or answers to the amended complaint that it had "no knowledge" of Complainant's claims after it and received the emails referenced in request nineteen (19).
25. Admit that Respondent refused or otherwise failed to respond to interrogatories demanding the identity of its Internet Service Provider or email provider to allow for the subpoena of email conversations about Complainant's claim(s).
26. Admit that Respondent maintained liability insurance in December 2014 that would compensate parties injured by Respondent's work.
27. Admit that Respondent maintained liability insurance in December 2014 that would compensate parties injured by Respondent's agents under *respondeat superior*.
28. Admit that Respondent, notwithstanding receipt of numerous emails and medical records about Complainant's injuries and claim(s), has willfully refused to file a claim with its insurance carrier (e.g. the insurance carrier had no opportunity to make a denial of benefits).
29. Admit that Respondent failed or otherwise refused to investigate Complainant's claim(s).
30. Admit that Respondent failed or otherwise refused to respond to Complainant about his claim(s).
31. Admit that household goods being packed at 7105 Schoyer Avenue, Pittsburgh, PA in December 2014 were packed entirely within the Commonwealth of Pennsylvania (e.g., that the packing of goods was not interstate).

32. Admit that household goods loaded at 7105 Schoyer Avenue, Pittsburgh, PA in December 2014 were loaded entirely within the Commonwealth of Pennsylvania (e.g., that the packing of goods was not interstate).
33. Admit that Respondent does not registered to conduct business in any other state than the Commonwealth of Pennsylvania.
34. Admit that Respondent could not have been engaged in interstate commerce in December 2014 because it itself is not licensed to conduct business in any other territory.
35. Admit that Respondent's liability for insurance claims in December 2014 has no limitation in its binder limiting liability only to those individuals who sign a contract with Respondent.
36. Admit that motor carriers in the Commonwealth of Pennsylvania have been found liable for the action, inaction, or negligence of their agents or subcontractors under the doctrine of *respondeat superior*.
37. Admit Respondent has had problems maintaining its liability insurance for more than 36 consecutive months with numerous carriers.
38. Admit Respondent failed to use employees to supervise work at 7105 Schoyer Avenue, Pittsburgh, PA in December 2014.
39. Admit Jim McLaughlin supervised packing of household goods at 7105 Schoyer Avenue, Pittsburgh, PA in December 2014.
40. Admit Jim McLaughlin was present at 7105 Schoyer Avenue, Pittsburgh, PA in December 2014 while Respondent's employees, contractors, or agents packed household goods.
41. Admit Jim McLaughlin telephoned Complainant one or more times in December 2014 personally apologizing to him for the low quality of Respondent's work.

42. Admit Jim McLaughlin drove to 7105 Schoyer Avenue, Pittsburgh, PA in December 2014 and met with the Complainant regarding the packing and loading of his and Drago's household goods.
43. Admit that Respondent's involvement with packing and/or loading Complainant's household goods from 7105 Schoyer Avenue is evidenced by Respondent's use of boxes emblazoned with Respondent's name and logo and Complainant's name.
44. Admit that if Respondent's contractor injures a pedestrian with its equipment that Respondent may have liability.
45. Admit that Respondent noticed this Commission that its liability insurer for the period including December 2014 was Illinois National Insurance Company, and notified the Federal Motor Carrier Safety Administration that it was Granite State Insurance Company.
46. Admit that Respondent's insurance carrier notifications to this Commission and the Federal Motor Carrier Safety Administration conflicted for the period including December 2014 (e.g., one of them was false).
47. Admit Messmer gave Katherine Drago, Complainant's spouse, his word that he would "make right" the injuries Complainant incurred during the loading at 7105 Schoyer Avenue, Pittsburgh, PA in December 2014.
48. Admit Messmer made the statement referenced in request 44 in an intentionally dishonest way (e.g., he chose to lie) as evidenced by the fact he never kept his word.
49. Admit Respondent has already spent more money responding to Complaint's claim trying to avoid liability or responsibility or this Commission's regulations than if it had simply paid Complainant's medical expenses.

50. Admit that had Respondent supervised the work at 7105 Schoyer Avenue, Pittsburgh, PA in December 2014 that Complainant may not have been injured.
51. Admit that Respondent's statutory obligations under the rules regulated by this Commission have nothing to do with the identity of who signed contracts with Respondent.
52. Admit that Respondent received money for packing or loading household goods at 7105 Schoyer Avenue, Pittsburgh, PA in or around December 2014.
53. Admit all attachments to Complainant's Amended Complaint were true and accurate emails that Respondent received.
54. Admit that Respondent did not fully understand its statutory obligations under the sections included in Complainant's Amended Complaint.
55. Admit that Respondent was insured by First Illinois in December 2014.
56. Admit that Respondent was insured by "First Niagara" in December 2014.
57. Admit that Respondent was insured by Granite State only for freight, not liability, in December 2014.
58. Admit that Respondent failed to produce all the emails it received and sent regarding Complainant's claims notwithstanding service of Complainant's Request for Production requesting those very emails.
59. Admit that because First Illinois insured Respondent for liabilities incurred in December 2014, First Illinois has a contractual obligation to pay Complainant for damages if recovered at trial.
60. Admit that Respondent's liability limit in December 2014 was \$1 million.
61. Admit that there was no umbrella or excessive insurance policy applicable to Respondent in December 2014.

62. Admit that Shamrock Moving & Storage was carrying out duties for Respondent at 7105 Schoyer Avenue, Pittsburgh, PA in December 2014.
63. Admit that Shamrock Moving & Storage was carrying out duties for Mayflower LLC at 7105 Schoyer Avenue, Pittsburgh, PA in December 2014.
64. Admit that Respondent is an agent of Mayflower LLC.
65. Admit that Shamrock Moving & Storage was or is an agent of Mayflower LLC.
66. Admit that Respondent's or its agent's negligence caused Complainant's injuries.
67. Admit that Shamrock Moving & Storage's negligence caused Complainant's injuries.
68. Admit that Mayflower LLC's negligence caused Complainant's injuries.
69. Admit that Messmer and Ms. Maroadi received the e-mail attached to the Amended Formal Complaint and labeled Exhibit G.
70. Admit that Messmer wrote and sent the e-mail attached to the Amended Formal Complaint and labeled Exhibit H on or about November 24, 2015.
71. Admit that in its sworn Answer to the Amended Formal Complaint, Respondent stated that it had "no knowledge" of Complainant or his injuries.
72. Admit that Exhibits G and H to and from the Respondent, evidence that Respondent's answer, referenced in request 71, violated TITLE 52, PART 1, SUBPART A, CHAPTER 1, SUBSECTION A, § 1.36(E) FOR FALSELY SWEARING AND FILING A PLEADING WITH THIS COMMISSION. (Count 1)
73. Admit that Exhibits G and H to and from the Respondent, in combination with Respondent's sworn answer to interrogatory 13 wherein it states: "Respondent has not received any bodily injury claim from the Complainant" TITLE 52, PART 1, SUBPART A, CHAPTER 1, SUBSECTION A, § 1.36(E) FOR FALSELY SWEARING AND FILING A PLEADING WITH THIS COMMISSION. (Count 1)

74. Admit that Exhibits G and H to and from the Respondent, in combination with Respondent's sworn answer to interrogatory 21 wherein it conceded never answering any of Complainant's correspondence regarding making insurance claims for injuries, evidences a violation of 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." (Count 3)
75. Admit that Exhibits G and H to and from the Respondent, in combination with Respondent's sworn answer to interrogatory 9 wherein it stated "Respondent did not participate [sic] or conduct any investigation of any alleged injury to Complainant," evidences a violation of 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." (Count 4)
76. Admit that Exhibits G and H to and from the Respondent, in combination with Respondent's sworn answer to interrogatory 9 wherein it stated "Respondent did not participate [sic] or conduct any investigation of any alleged injury to Complainant," evidences a violation of 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." (Count 5)
77. Admit that Exhibits G and H to and from the Respondent, in combination with Respondent's sworn answer to interrogatory 19 wherein it stated in relevant part that "Respondent has made no attempt or offer to settle..." evidences a violation of 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 (Count 7).

78. Admit that Exhibits G and H to and from the Respondent, in combination with Respondent’s sworn answer to interrogatory 9 wherein it stated “Respondent did not participate [sic] or conduct any investigation of any alleged injury to Complainant,” in combination with Respondent’s sworn answer to interrogatory 19 wherein it stated in relevant part that “Respondent has made no attempt or offer to settle...,” 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.” (Count 9)

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

Sunday, July 10, 2016
Date:

CERTIFICATE OF SERVICE

I, Scott Luellen, hereby certify that a true and correct copy of the foregoing motion 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 Tuesday, the 11th day of June 2016.¹

/s/ _____

Scott Luellen

14 Marlboro Street

Belmont, MA 02478

Tel. 412-915-7468

E-mail: SEricLuellen@gmail.com

Sunday, July 10, 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.