

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

SCOTT LUELLEN,  
Complainant

v.

Complaint Docket  
No. C-2016-2539599

MAROADI TRANSFER &  
STORAGE, INC.,  
Respondent

**RESPONDENT'S BRIEF IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT**

Pursuant to this Court's Order of October 5, 2016, Respondent, MAROADI TRANSFER & STORAGE, INC. (hereinafter "Maroadi"), by its attorneys, Marshall, Dennehey, Warner, Coleman & Goggin, hereby file this instant Brief in Support of its Motion for Summary Judgment.

**I. STATEMENT OF FACTS**

This case arises out of an accident that occurred on or about December 13, 2014 wherein Complainant, Scott Luellen (hereinafter "Luellen") alleges he was injured when he fell from a ladder while attempting to assist movers in loading household items onto a truck. Respondent, Maroadi Transfer & Storage Inc. (hereinafter "Maroadi") performed services as a booking agent for its parent company, Mayflower Transit, LLC, and arranged for the shipment of household goods belonging to Luellen to be shipped from Swissvale, Pennsylvania to Belmont, Massachusetts. This agreement for shipping services was memorialized in a Bill of Lading, Order Number M0222-10242-4 between Luellen's self-proclaimed partner, Katherine Drago, and Mayflower Transit, LLC, for the interstate shipment of household goods from 7105 Schoyer

Street, Swissvale, PA 15218 to 14 Marlboro Street, Belmont, MA 02478. (See Bill of Lading attached hereto and incorporated herein as **Exhibit A**).

Luellen initiated the instant claim in an attempt to recover for alleged personal injuries arising out of an agreement for the interstate shipment of household goods by filing an Amended Formal Complaint on May 3, 2016. Maroadi has filed its Answer, New Matter, and Preliminary Objections to Luellen's Complaint. By Order of Court dated, June 30, 2016, this Court granted Maroadi's Preliminary Objections in part, denying Luellen's claims requesting monetary damages, and also stating that:

The Complainant is cautioned that if, in fact, it is shown at the evidentiary hearing that the move originated in the Commonwealth of Pennsylvania and terminated in another state (including the state of Massachusetts), such determination will be fatal to Complainant's complaint, due to lack of Commission jurisdiction over the transaction, since such a transaction constitutes commerce among the states, and the complaint will be dismissed in its entirety.

(Pg. 6, June 30, 2016 Order, emphasis added).

A prehearing conference was held on October 5, 2016 for the purposes of further addressing the jurisdictional issue. During the prehearing conference, Luellen acknowledged in response to the inquiries of the Honorable Steven K. Haas, that the underlying trip giving rise to Luellen's claims and this proceeding was, in fact, an interstate trip, having originated in the Pittsburgh, Pennsylvania area and terminated in Belmont, Massachusetts. (See pg. 3, October 5, 2016 Order; See also Transcript of October 5, 2016 prehearing conference attached hereto and incorporated herein as **Exhibit B**, pgs. 5-6). Following this admission by Luellen, the Court directed both parties to file motions for summary judgment as to whether the Commission has jurisdiction over interstate transportation.

## II. QUESTION PRESENTED

**SHOULD RESPONDENT'S MOTION FOR SUMMARY JUDGMENT BE GRANTED AND CLAIMANT'S AMENDED COMPLAINT BE DISMISSED BECAUSE THE PENNSYLVANIA PUBLIC UTILITIES COMMISSION LACKS JURISDICTION OVER INTERSTATE TRANSPORTATION AND THUS OVER THE INSTANT CLAIM?**

**SUGGESTED ANSWER: YES.**

## III. ARGUMENT

Luellen's Amended Complaint should be dismissed in its entirety because the underlying transaction constituted an agreement for the interstate transport of household goods and the Commission does not have jurisdiction over commerce among the states.

The Public Utility Code provides for the process through which a formal complaint may be filed, and conveys to the Commission jurisdiction with which to adjudicate such complaints under the purview of that jurisdiction. Chapter 7 of the Public Utility Code sets forth the procedure on formal complaints within the jurisdiction of the Commission, and includes in pertinent part:

...any person ... having an interest in the subject matter, or any public utility concerned, may complain in writing, setting forth any act or thing done or omitted to be done by any public utility in violation, or claimed violation, **of any law which the commission has jurisdiction to administer...**

66 Pa. C.S. § 701 (emphasis added). Section 701 allows for the filing of a complaint wherein a complainant must set forth anything done or omitted in violation of any law which the Commission has jurisdiction to administer. The facts of this case demonstrates the lack of jurisdiction on behalf of the Commission due to the interstate characteristics of the agreement from which Luellen's claims arise.

Luellen's claims arise out of an agreement for shipping services to be performed, and that were performed, transporting household goods from Swissvale, Pennsylvania, to Belmont,

Massachusetts. See Exhibit A; (See also Invoice and payment transaction record for interstate shipment attached hereto and incorporated herein as **Exhibits C & D**.) Luellen confirmed during the prehearing conference held on October 5, 2016 that the trip at issue was an interstate trip that originated in the Pittsburgh, Pennsylvania area and terminated in Belmont, Massachusetts. See Exhibit B, pgs. 5-6. Luellen also included as an exhibit to his Amended Formal Complaint correspondence from Luellen addressed to Maroadi stating: "*Your company moved us from 7105 Schoyer Avenue in Pittsburgh to Boston on December 14, 2014*". The subject line of that correspondence reads: "*Hello from Boston !*". (See correspondence attached hereto and incorporated herein as **Exhibit E**).

Chapter 1 of the Public Utility Code sets forth general provisions pertaining to the Commission, and includes in pertinent part:

The provisions of this part, except when specifically so provided, **shall not apply, or be construed to apply, to commerce with foreign nations, or among the several states...**

66 Pa. C.S. § 104 (emphasis added). In light of the provisions of section § 104, the Commission lacks jurisdiction over transactions involving interstate commerce, and therefore, over the present proceeding. Accordingly, Maroadi's Motion for Summary Judgment should be granted, and Luellen's Amended Complaint should be dismissed in its entirety.

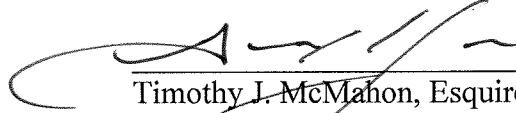
#### **IV. CONCLUSION**

As directly acknowledged by the Court in its June 30, 2016 Order and based on the facts, law and testimony presented herein, there is no genuine issue of material fact as to the determination that the Commission lacks jurisdiction over interstate transportation, and therefore lacks jurisdiction over this proceeding. Luellen's claims arise out of a contract for the interstate shipment of goods, and accordingly, Luellen's Amended Complaint should be dismissed in its

entirety. Maroadi Transfer & Storage Inc. respectfully requests this Honorable Court grant its Motion for Summary Judgment, and enter an order discontinuing all claims as against Maroadi Transfer & Storage, Inc. in this matter.

Respectfully submitted,

**MARSHALL, DENNEHEY, WARNER,  
COLEMAN & GOGGIN**



---

Timothy J. McMahon, Esquire

ID PA 52918

Alex K. Yoder, Esquire

ID PA 316694

100 Corporate Center Drive, Suite 201

Camp Hill, PA 17011

(717) 651-3505

Dated: October 25, 2016

# **Exhibit A**

MAYFLOWER TRANSIT, LLC  
 1 MAYFLOWER DRIVE  
 FENTON, MO 63424  
 PHONE (636) 308-4000



HOUSEHOLD GOODS  
 BILL OF LADING  
 U.S. DOT No. 125563



ORDER NUMBER  
 M0222-10242 4

AGENT - after-hours phone # \_\_\_\_\_ DRIVER - after-hours phone # \_\_\_\_\_ EST# \_\_\_\_\_

**CUSTOMER (SHIPPER):** KATHERINE DRAGO  
**COMPANY (Associated With):** \_\_\_\_\_  
**STREET ADDRESS:** 7105 SCHÖYER STREET APT.: \_\_\_\_\_  
**CITY, STATE, ZIP:** SWISSVALE PA, 19218  
**ORIGIN PHONE:** 708-334-5283  
**CONTACT:** \_\_\_\_\_ PHONE: \_\_\_\_\_

**CUSTOMER (SHIPPER):** KATHERINE DRAGO  
**STREET ADDRESS:** 14 MARLBORO STREET APT.: \_\_\_\_\_  
**CITY, STATE, ZIP:** BELMONT MA, 02478  
**DESTINATION PHONE:** 708-334-5283  
**CONTACT:** \_\_\_\_\_ PHONE: \_\_\_\_\_

**FORM OF PAYMENT (per tariff):** CASHIER'S CHECK

G.O.D.  GOV.  NAT. AGCT. # \_\_\_\_\_

**CHANGE IN FORM OF PAYMENT (per tariff):**  Cash  Traveler's Check  Credit Card  Cert. Check  Bank Check (Customer's Initials) \_\_\_\_\_

**BILL TO:** KATHERINE DRAGO  
**STREET ADDRESS:** 14 MARLBORO STREET  
**CITY, STATE, ZIP:** BELMONT MA 02478  
**ATTN:** \_\_\_\_\_ P.O. NO.: \_\_\_\_\_

**NOTIFY:** NAME: \_\_\_\_\_ STREET ADDRESS: \_\_\_\_\_ CITY, STATE, ZIP: \_\_\_\_\_ PHONE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

**NOTIFY IN CASE OF:**  DELAY  CHARGES

PACK DATE	CONTRACT NO.	TARIFF	SECTION	EXCEPTION	MILES
12/11/2014	A280		0		

AGREED PICK UP DATES			AGREED DELIVERY DATES		
Early	Lat	Preferred	Early	Last	Preferred
12/11/2014	12/11/2014	12/11/2014	12/15/2014	12/23/2014	12/15/2014

EXCLUSIVE/USE OF A \_\_\_\_\_ CU. FT. ORDERED (MIN. 1400 CU. FT.)  
 SPACE RESERVATION \_\_\_\_\_ CU. FT. ORDERED (MIN. 400 CU. FT.)  
 SELECTED DELIVERY DATE/SERVICE REQUESTED; SHIPMENT TO BE TRANSPORTED AT AGREED MINIMUM WEIGHT OF \_\_\_\_\_ POUNDS.

CUSTOMER'S SIGNATURE AT ORIGIN: \_\_\_\_\_

**GUARANTEED PICK-UP and DELIVERY DATES - PER TARIFF**

VOLUME / WEIGHT CONVERSION = 7.07 LBS. PER CUBIC FOOT

CUSTOMER REQUESTED REWEIGH  YES  NO

CUSTOMER WAIVES RIGHT TO OBSERVE REWEIGH  YES  NO

**CUSTOMER DECLARATION OF VALUE**  
 THIS IS A TARIFF LEVEL OF CARRIER LIABILITY - IT IS NOT INSURANCE

Unless you select the Alternative Level of Liability shown in the column to the right, your shipment will be transported under your mover's FULL VALUE PROTECTION Level of Liability. If any article is lost, destroyed or damaged while in your mover's custody, your mover will, at its option, either 1) repair the article to the extent necessary to restore it to the same condition as when it was received by your mover, or pay you for the cost of such repairs, or 2) replace the article with an article of like kind and quality, or pay you for the cost of such a replacement. An additional charge applies for this level of liability; to avoid this additional charge, you must select the Alternative Level of Liability shown in the column to the right.

Under the FULL VALUE PROTECTION Level of Liability your shipment will be transported based on a value of \$15,000 or \$5.00 per pound, multiplied by the actual weight of the shipment, whichever is greater. If you wish to declare a higher value for your shipment, you must indicate that amount below.

The value of my shipment is: \_\_\_\_\_

You must also select one of the following deductible amounts under the FULL VALUE PROTECTION Level of Liability that will be applicable for your shipment:

No Deductible (initial) \$50 Deductible (initial) \$500 Deductible (initial) \_\_\_\_\_  
 \$750 Deductible (initial) \$1,000 Deductible (initial) \_\_\_\_\_

**EXTRAORDINARY (UNUSUAL) VALUE ARTICLE DECLARATION:**  
 I acknowledge that I have prepared and retained a copy of the "Inventory of Items Valued in Excess of \$100 Per Pound Per Article" that are included in my shipment and that I have shown a copy of this inventory to the mover's representative. I also acknowledge that the mover's liability for loss of or damage to any article valued in excess of \$100 per pound will be limited to \$100 per pound for each pound of such lost or damaged article (based on actual article's weight), not to exceed the declared value of the entire shipment, unless I have specifically identified such article for which a claim for loss or damage is made on the attached inventory.

**ALTERNATIVE LEVEL of LIABILITY - Released Value of 60 Cents Per Pound Per Article (Waiver of FULL VALUE PROTECTION)**

If any article is lost, destroyed or damaged while in your mover's custody, your mover's liability is limited to the actual weight of the lost, destroyed or damaged article multiplied by 60 cents per pound per article. This is the basic liability level and is provided at no charge. It is considerably less than the average value of household goods. If you do not select this Alternative Level of Liability, your shipment will be transported at the FULL VALUE PROTECTION Level of Liability and you will be assessed the applicable valuation charge.

To waive the FULL VALUE PROTECTION Level of Liability, and to select the Alternative Level of Liability, you must write, on the line below, the words "60 cents per pound"

I release my shipment at: \_\_\_\_\_

Your signature is REQUIRED here; I acknowledge that for my shipment I have either waived the FULL VALUE PROTECTION Level of Liability OR declared a value under the FULL VALUE PROTECTION Level of Liability and selected a deductible amount, if appropriate.

X \_\_\_\_\_ (CUSTOMER'S SIGNATURE AT ORIGIN) (DATE)

**TOTAL:** \$ 5,268.91  
 (Unless an Addendum or a New Estimate / Order for Service is Executed)

Customer acknowledges receipt of and accepts this Bill of Lading, including all terms written and printed, stamped or typed on all pages (front and/or back) of this form.

X \_\_\_\_\_ (CUSTOMER'S SIGNATURE AT ORIGIN) (DATE)

**PAYMENT ACKNOWLEDGEMENT**

\$ \_\_\_\_\_ BY \_\_\_\_\_ (Date)

Payment Received \_\_\_\_\_ (Date)

**DELIVERY ACKNOWLEDGEMENT**

Shipment received in original condition and checked against an item on inventory and services ordered were performed.

Received by Customer's Signature \_\_\_\_\_ (Date)

Delivered by Van Operator's Signature \_\_\_\_\_ Driver Code \_\_\_\_\_ (Date)

**STORAGE ACKNOWLEDGEMENT**

Received for Storage: \_\_\_\_\_ (Warehouse)

BY \_\_\_\_\_ (Date) Control Number \_\_\_\_\_





MAYFLOWER TRANSIT, LLC  
 1 MAYFLOWER DRIVE  
 FERTON, MO 63123  
 PHONE (588) 305-4000



HOUSEHOLD GOODS  
 BILL OF LADING  
 U.S. DOT No. 125563



ORDER NUMBER  
 M0222-10242 4

EST#

CUSTOMER (SHIPPER) KATHERINE DRAGO

ORIGINAL COPY

DESCRIPTION	O/D	RATE	CHARGE	EXCLUDED FROM DISCOUNT (%)
FUEL SURCHARGE 3215.5000			1200 385.88	***
DEST SERV CHRG 9183	D	6.34	580.03	
ORIG SERV CHRG 9183	O	7.85	728.48	

PURPOSE :

TOTAL ADDITIONAL SERVICES \$ 1,688.28

3rd PARTY CHARGES

DESCRIPTION	O/D	CHARGE	EXCLUDED FROM DISCOUNT (%)

MUST BE SUPPORTED BY INVOICE

TOTAL 3rd PARTY & ADVANCE CHARGES \$

PURPOSE :

STORAGE

SIT	SIT PICKUP MILES	WEIGHT	RATE	CHARGE	EXCL. (%)

SIT	SIT DELIVERY MILES	WEIGHT	RATE	CHARGE	EXCL. (%)

NET TOTAL STORAGE \$

TOTAL SUBJECT TO ADJUSTMENT \$14,765.63

LESS ADJUSTMENT \$9,893.76 (PERCENTAGE ADJUSTMENT 67.00 %)

PREPAID TOTAL: \$ NET TOTAL: \$ 5,258.91

TERMS

- All terms written, and printed, stamped, or typed on all pages (front or back) of this form, are agreed to by both parties.
- If the carrier extends credit by agreeing to bill an employer or other party, and in the event that any or all of the charges are not paid, the owner of the goods and/or beneficiary of the services acknowledges he remains primarily liable for payment.
- COLLECT SHIPMENTS:** Unless other payment arrangements are made with the carrier in writing signed by the carrier, this shipment is a collect shipment. Forms of payment honored at delivery on collect shipments (as provided in carrier's tariff) in U.S. funds are Cash, Certified Check, Traveler's Check, Bank Check (drawn by a bank on itself), and/or specific PRE-AUTHORIZED Credit Card(s). All drafts must be payable to the carrier. All charges are subject to audit, and if necessary will be corrected by refund or additional billing or collect shipments. If total charges for services exceed the amount of the non-binding estimate by more than ten percent, the carrier must relinquish possession of your shipment upon payment of the estimated amount plus 10%. You are obligated to pay any balance of the total charges upon receipt of carrier's invoice. The charges for services or quantities that are in addition to those collected at delivery must be presented to Customer within 15 days of the date of delivery (or if the carrier lacks sufficient information to compute the charges they must be presented to the Customer within 15 days of the date when sufficient information becomes available) and shall be due within 30 days following presentation of the freight bill.
- This shipment is based on a Non-Binding estimate between the Carrier and the Customer.
- The total estimate price includes only the articles and services listed. It is NOT a guarantee that actual charges will not exceed or be lower than what is shown on the estimate.
- The Customer agrees that title to all packing materials and other property sold to Customer passes to Customer prior to the transportation of such property for the Customer by carrier.
- In the event storage-in-transit services are not estimated but are provided, the cost of these services will be in addition to the amount stated. Such services and applicable charges will be based upon the actual weight of the goods stored in transit for actual days in storage. An additional valuation charge will apply on shipments that are provided Full Value Protection service.
- The Customer agrees that the carrier shall transport the goods and effects tendered by the Customer subject to the processing.

SPECIAL INSTRUCTIONS / COMMENTS / REMARKS :

MAYFLOWER TRANSIT, LLC  
1 MAYFLOWER DRIVE  
FENTON, MD 21025  
PHONE (410) 306 4000



HOUSEHOLD GOODS  
BILL OF LADING  
U.S. DOT No. 125563



ORDER NUMBER  
M0222-10242 4

CUSTOMER (SHIPPER): KATHERINE DRAGO

EST#

CONTRACT TERMS and CONDITIONS of HOUSEHOLD GOODS BILL of LADING

Notice of Availability of Published Tariff

Carrier publishes tariffs, which set forth the terms, conditions and prices for the transportation services it provides. The applicable tariff provisions are incorporated herein by reference. Incorporated provisions include, but are not limited to: (1) Establishing the limitation of carrier's liability, the principal features of which are described in the Validation section of this Bill of Lading; (2) Setting the time period for filing claims, the principal features of which are described in Section 6 hereof; and (3) Reserving the carrier's right to charge additional amounts for additional services performed and to base charges on the exact weight of the goods transported. For more information, please refer to the terms and conditions printed herein and the carrier's booklet "Your Rights and Responsibilities When You Move" and the "Ready To Move" brochure. The tariff, including the written and electronic components thereof, is made a part of this Bill of Lading. The written component of the tariff and the rates and charges contained in the electronic component of the tariff may be viewed and printed at the following internet Web Address: www.mayflower.com. The tariff may also be inspected at any number of the carrier's or its agents. On request, the carrier will furnish a copy of any tariff provision governing the shipment contained in the written component of the tariff and a copy of the rates and charges calculated by the electronic component of the tariff for the shipment.

Carrier's currently effective applicable tariffs, all inventories prepared in conjunction with this Bill of Lading, any applicable National Account Contract Agreements and the Estimate/Order for Service prepared in advance of shipment are hereby incorporated by reference. These documents, together with this Bill of Lading constitute the contractual documents governing the shipment, and include but are not limited to the terms and conditions set forth herein. In the event of any conflict between the terms of the Estimate/Order for Service and Bill of Lading, the Bill of Lading shall control. Any specific terms set forth in a National Account Contract Agreement shall supersede any inconsistent terms in the other documents.

This contract is subject to all the rules, regulations, rates and charges in carrier's currently effective applicable tariff including, but not limited to, the following terms and conditions:

SECTION 1: The carrier or party in possession shall be liable for physical loss of or damage to any articles from external causes while being carried or held in storage-in-transit EXCEPT loss, damage or delay caused by or resulting:

- (a) From an act, omission or order of shipper;
- (b) From delay or inherent vice of the article, including susceptibility to damage because of mechanical malfunction and/or atmospheric conditions such as temperature and humidity or changes therein;
- (c) From (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an action, impending or expected attack (A) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (B) by military, naval or air forces; or (2) by an agent of any such government, power, authority or force; (3) any weapon of war employing atomic reaction or radioactive force whether in time of peace or war; (4) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence; (5) seizure or declaration under quarantine or customs regulations; (6) confiscation by order of any government or public authority; or (7) acts of contraband or illegal transportation or trade;
- (d) From terrorist activity, including action in hindering or defending against an actual or expected terrorist activity. Such loss or damage is excluded regardless of any other claim or event that contributes concurrently or in any sequence to the loss. The term "terrorist activity" means any activity which is unlawful under the laws of the United States or any State and which involves any of the following: (1) the hijacking or sabotage of any conveyance (including an aircraft, vessel, bus, truck, van, train, passenger or other building); (2) the seizing or detaining, and threatening to kill, injure, or continue to detain, another individual in order to compel a third person (including a governmental organization) to do or abstain from doing any act as an explicit or implicit condition for the release of the individual seized or detained; (3) an assassination; (4) the use of any (A) biological agent, chemical agent, nuclear weapon or device, or (B) explosive, firearm, or other weapon or dangerous device (other than for MIMA personal monetary gain), with intent to endanger, directly or indirectly, the safety of one or more individuals or of a cause substantially different to property; or (5) a threat, attempt, or conspiracy to do any of the foregoing;
- (e) From delay caused by strikes, lockouts, labor disturbances, APLA, civil commotions, or the acts of any nation or persons acting in any such capacity or disorder, and from loss of or damage to when carrier, after notice to shipper or consignee of a potential risk of loss or damage to the shipment from such causes, is prevented by the shipper to proceed with such transportation after delivery, notwithstanding such risk;
- (f) From Acts of God.

SUBJECT, in addition to the foregoing, to the further following limitations on the carrier's or the party's in possession liability:

The carrier's or the party's in possession maximum liability shall be either:

- (1) The value declared by the shipper, which may not be less than \$15,000 or \$5.00 per pound multiplied by the actual weight of the shipment, in pounds, whichever is greater; or
- (2) The actual loss or damage not exceeding sixty (60) cents per pound of the weight of any lost or damaged article when the shipper has elected Full Value Protection and released the shipment to the carrier, in writing, with liability limited to sixty (60) cents per pound per article;
- (3) Further, a shipper's failure to notify the carrier in writing that an article or articles having a value that exceeds \$100 per pound will be included in the shipment will restrict the carrier's maximum liability to \$100 per pound of the lost or damaged article (based on actual weight), NOT to exceed the declared value of the entire shipment.

Such valuation is the maximum carrier liability under published tariffs and is not insurance, as that term is used under the McCarran-Ferguson Act, 15 U.S.C. §§ 1011-1015

SECTION 2: The carrier shall not be liable for delay caused by highway obstruction, or fault or impassable highway, or lack of capacity of any highway, bridge or ferry, or caused by breakdown or mechanical defect of vehicle or equipment, or from any cause other than negligence of the carrier nor shall the carrier be bound to transport if any particular schedule, means, vehicle or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

SECTION 3: Shipper, consignee and/or consignee's liability to carrier shall include the following:

- (a) The shipper, (individual or company) and consignee upon tender of the shipment to carrier, and the consignee, upon acceptance of delivery of shipment from carrier, shall be jointly and severally, for all unpaid charges payable on account of a shipment in accordance with applicable tariffs including, but not limited to, sums advanced or disbursed by a carrier on account of such shipment. The extension of credit to either shipper, consignee or consignee for such unpaid charges shall not thereby discharge the obligation of the other party to pay such charges in the event the party to whom credit has been extended shall fail to pay such charges. The joint and several liability of the shipper and consignee set forth in this Section 3 (a) is absolute, and no prior or subsequent course of dealing between the shipper, carrier and/or consignee (including, but not limited to, the course of dealing pertaining to billing and collection of shipping charges) shall be construed as limiting, impairing, waiving or discharging such joint and several liability.
- (b) Shipper and/or consignee represent that no explosives, hazardous materials, and/or dangerous articles or goods shall be contained in shipment. However, the shipper and/or consignee shall indemnify carrier against any loss or damage caused by the negligent or intentional inclusion in the shipment of explosives or dangerous articles or goods therein.

SECTION 4: If for any reason other than the fault of carrier, delivery cannot be made at address shown on the face hereof, or at any changed address of which carrier has been notified, carrier, at its option, may cause articles contained in shipment to be stored in a warehouse owned by it at the point of delivery or at other available points, at the cost of the owner, and subject to a lien for all accrued tariff, contract and other lawful charges.

SECTION 5: If shipment is refused by consignee at destination, or if shipper, consignee or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to shipper and consignee at past office addresses shown on face hereof, or if shipper or consignee refuses to pay lawfully applicable charges in accordance with carrier's applicable tariff, carrier may sell the property at its option, either (a) upon notice in the manner authorized by law, or (b) at public auction to highest bidder for cash at a public sale to be held at a time and place named by carrier, thirty (30) days notice of which sale shall have been given in writing to shipper and consignee, and there shall have been published at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the Bill of Lading, and the names of the consignee and consignees. The proceeds of any sale shall be applied toward payment of lawful tariff charges applicable to the shipment and toward expenses of notice, advertising and sale, and of storing, caring for and maintaining consignment prior to sale, and the balance if any shall be paid in favor of property PROVIDED that any perishable articles contained in said shipment may be sold at public or private sale without such notice, if, in the opinion of carrier, such notice is necessary to prevent deterioration or further deterioration.

SECTION 6: As a condition precedent to recovery, a claim for any loss or damage, delay or delay must be received by carrier within nine (9) months after delivery to consignee or within one (1) year after the date hereof, or in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed; and suit must be instituted against carrier within two (2) years and one (1) day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part or parts thereof specified in the notice, where a claim is not received or suit is not instituted thereon in accordance with the foregoing provisions, carrier shall not be liable and such a claim will not be paid.

# **Exhibit B**

COMMONWEALTH OF PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

-----  
Scott Luellen  
v.  
Maroadi Transfer &  
Storage, Inc.

Docket No.: C-2016-2539599

Transportation Complaint  
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Pages 1 - 16

PUC  
Keystone Building  
400 North Street  
Harrisburg, PA 17120

Wednesday, October 5, 2016  
Commencing at 10:21 a.m.

BEFORE:

STEVEN K. HAAS, Administrative Law Judge

APPEARANCES:

SCOTT LUELLEN, Pro Se  
For the Complainant

COPY

ALEX K. YODER, Esquire  
Marshall, Dennehey, Warner, Coleman & Goggin, LLP  
100 Corporate Center Drive, Suite 201  
Camp Hill, PA 17011  
For the Respondent

REPORTER: DANA M. ROSS

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INDEX TO WITNESSES

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25

WITNESS

DIRECT

CROSS

REDIRECT

RECROSS

NONE

INDEX TO EXHIBITS

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25

<u>NUMBER</u>	<u>FOR IDENTIFICATION</u>	<u>IN EVIDENCE</u>
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For the Complainant:

NONE OFFERED

<u>NUMBER</u>	<u>FOR IDENTIFICATION</u>	<u>IN EVIDENCE</u>
---------------	---------------------------	--------------------

For the Respondent:

NONE OFFERED

P R O C E E D I N G S

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JUDGE STEVEN K. HAAS:

This is the date and time that's been scheduled by the Pennsylvania Public Utility Commission for a pre-hearing conference in the matter of Scott Luellen, L-U-E-L-L-E-N, versus Maroadi, M-A-R-O-A-D-I, Transfer and Storage. The Docket Number that's been assigned by the Commission to this proceeding is C-2016-2539599.

I am Administrative Law Judge Steven Haas. I've been assigned by the Commission to preside over this proceeding, and to issue an initial decision for the Commission's consideration.

I note for the record this morning that we do have on the line the Complainant, Scott Luellen. Go morning, Mr. Luellen.

MR. LUELLEN:

Good morning, Your Honor.

JUDGE HAAS:

And I also have on the line the Counsel for the Respondent, Alex Yoder. Good morning, Mr. Yoder.

ATTORNEY YODER:

Good morning, Your Honor.

1                   JUDGE HAAS:

2                   Now, this purpose of this pre-hearing  
3 conference this morning is to clarify a jurisdictional  
4 issue, and whether or not the trip that's at issue in  
5 this proceeding was intrastate or interstate.

6                   As the proceeding progressed, it became  
7 more and more apparent to me that what we're dealing  
8 with is an interstate trip, meaning that the trip  
9 originated in one state and terminated in another  
10 state, as opposed to an intrastate trip where the  
11 origination and termination points were entirely  
12 within Pennsylvania.

13                   So let me ask you at this point, Mr.  
14 Luellen, it's my understanding that this trip  
15 originated at 7105 Shoyer (phonetic) Avenue in  
16 Pittsburgh, Pennsylvania; is that correct?

17                   MR. LUELLEN:

18                   Well, yes and no, Your Honor. That was  
19 the address of the incident. However, the incident  
20 occurred before there was any trip, and one of the  
21 were ---.

22                   JUDGE HAAS:

23                   Well, I understand that, but that was  
24 the address where the --- where the move originated;  
25 is that correct?



1                   MR. LUELLEN:

2                   That is correct. That is where the  
3 materials were being packed and loaded during the  
4 accident.

5                   JUDGE HAAS:

6                   All right. And it is also, I think, my  
7 understanding at this point, that you moved from that  
8 address to an address in Belmont, Massachusetts; is  
9 that right?

10                  MR. LUELLEN:

11                  Eventually, that is where the household  
12 goods terminated. Having said that, the injury did  
13 not occur during that trip.

14                  JUDGE HAAS:

15                  Right. Okay. I understand that. And  
16 the address where you moved to; is it 14 Marlboro  
17 Street in Belmont, Massachusetts?

18                  MR. LUELLEN:

19                  That is correct.

20                  JUDGE HAAS:

21                  Is that your --- the address where you  
22 currently reside?

23                  MR. LUELLEN:

24                  Yes.

25                  JUDGE HAAS:

1 All right. Under Pennsylvania Law if a  
2 trip is interstate, as opposed to intrastate, the  
3 Pennsylvania Public Utility Commission does not have  
4 jurisdiction over that service.

5 But what I think --- the way I'm going  
6 to handle this is I'll give everybody an opportunity  
7 to make an argument. And I think the vehicle to do  
8 that is by each party filing cross motions for summary  
9 judgment. And what that means is, on the  
10 jurisdictional issue, there really isn't any dispute  
11 about the material facts.

12 The fact is that it was an interstate  
13 move, originating in Pennsylvania and terminating  
14 out-of-state. So the only question is --- it's a  
15 legal question of whether or not the Pennsylvania  
16 Public Utility Commission has jurisdiction over that  
17 trip and over that service, and anything that happened  
18 related to that transaction.

19 JUDGE HAAS:

20 We need to resolve this jurisdictional  
21 issue first before we do anything further with this  
22 proceeding, because if, in fact, the Commission does  
23 not have jurisdiction then the proceeding is over and  
24 all the outstanding motions and documents, sort of  
25 become --- become moot.

1                   So what I think I'm going to do is give  
2 the parties an opportunity to file. Each file a  
3 motion for summary judgment explaining why they think  
4 the Commission either has jurisdiction over this trip  
5 or doesn't have jurisdiction over this trip. And  
6 then, each party will have an opportunity to file a  
7 response to the other party's motion for summary  
8 judgment.

9                   And then, I'll review everything and  
10 issue a decision on this jurisdictional issue. And if  
11 I decide that the Commission does not have  
12 jurisdiction then this proceeding will be --- will be  
13 ended here at the Public Utility Commission.

14                   Now, Mr. Luellen, that does not mean ---  
15 if that's the ultimate conclusion --- that you are  
16 completely out of court. As an interstate trip, you  
17 have a remedy, potentially, or you can bring a  
18 proceeding before the United States Department of  
19 Transportation. And I think the Bureau within that  
20 department is the Federal Motor Carrier Safety  
21 Administration. As an interstate trip, that may be  
22 the proper place to bring this, this complaint.

23                   But as I said, I'm going to give each of  
24 you an opportunity to make an argument about whether  
25 or not the Commission has jurisdiction over an

1 interstate trip by filing motions for summary  
2 judgment.

3 Mr. Luellen, any comment on what I've  
4 laid out?

5 MR. LUELLEN:

6 Well, Your Honor, I'm happy to argue via  
7 pleading for the cross motions for summary judgment  
8 that the Court requests. I appreciate your  
9 information. I suspect that Respondent will be held  
10 accountable in Court for the foreseeable future,  
11 regardless of the Utility Commission's decision.

12 Having said that, just for the record, I  
13 would take the position that the debate is not so much  
14 one --- but not entirely about legal jurisdiction. I  
15 believe it's a factual debate, based on a number of  
16 things which I'm happy to plead, argue via pleading,  
17 but essentially, that only a couple of issues, but the  
18 primary one is that the Respondent was actually hired  
19 to do four discrete jobs. Paid for the street amount;  
20 these four discrete vendors or providers

21 And the question --- the argument that  
22 Respondent makes would be a completely valid argument  
23 if there had been a vehicle in transit from one state  
24 to another state and there had been an injury during  
25 that transition, and that wasn't the case.

1           This occurred, you know, 24 hours before  
2 anything ever moved during packing and loading paper,  
3 which occurred exclusively within a town in  
4 Pennsylvania.

5           So I think, we, I, would argue that  
6 that's a factual matter and that the Respondent is not  
7 so much attacking jurisdiction on the state of the  
8 amended complaint. They're essentially trying to  
9 argue the facts in a preliminary stage.

10           JUDGE HAAS:

11           Well, the fact remains, if the  
12 underlying trip that's at issue here is an interstate  
13 trip then the Commission doesn't have jurisdiction  
14 over any of that stuff that you just --- that you just  
15 mentioned. And that's what we need to --- that's what  
16 we need to resolve first, the issue of --- of, you  
17 know, whether or not being an interstate trip, the  
18 Commission has jurisdiction at all.

19           Mr. Yoder, do you have any comments on  
20 the procedure that I've laid out?

21           ATTORNEY YODER:

22           We will be filing the requested motion  
23 by the Court, and any --- will there be any brief  
24 required?

25           JUDGE HAAS:

1           You know, hang on a second. I think  
2 we're up as high as we can. Mr. Yoder, the court  
3 reporter just indicated that she's having a little  
4 difficulty hearing you, so if you could speak up a  
5 little bit, I'd appreciate it.

6                   ATTORNEY YODER:

7           Sure, Your Honor. We will be filing the  
8 requested motion for summary judgment and would  
9 request a deadline for the filing of any motion and/or  
10 brief to accompany the motion.

11                   JUDGE HAAS:

12           Yeah. Why don't we set a deadline of,  
13 roughly, 30 days from today for the filing of the  
14 motions for summary judgment, and accompanying briefs,  
15 which would take us to --- well, why don't we say ---  
16 why don't we say Friday, November 4th for the filing  
17 of the motions and accompanying briefs.

18           And then, why don't we say another three  
19 weeks for responses to the motions, which would be  
20 Friday, November --- well, that's --- is that  
21 Thanksgiving weekend. I was going to say the 25th.  
22 Why don't we say --- oh, let's say --- let's say  
23 Monday, November 28 for any responses to the party's  
24 motions.

25                   ATTORNEY YODER:

1 One more thing, Your Honor, if I may?

2 JUDGE HAAS:

3 Sure.

4 ATTORNEY YODER:

5 Will this transcript of this record be  
6 available for the motions?

7 JUDGE HAAS:

8 Yes. You have to order that directly  
9 from the court reporter, and you would have to pay for  
10 it, but it --- you know, actually that may change the  
11 dates here because, typically, it takes us, by  
12 contract, the court reporting company has up to three  
13 weeks to get the transcript out. So if either or both  
14 of you --- one second.

15 OFF RECORD DISCUSSION

16 JUDGE HAAS:

17 Typically, it's a three-week turnaround.  
18 That can be escalated, but it would cost a little bit  
19 more. That, you can move that forward up to, I guess,  
20 a three-day turn around. But I don't know if that's  
21 --- if that's something that either of you wants to do  
22 or if it matters to you whether it's three days or  
23 three weeks.

24 ATTORNEY YODER:

25 Thank you, Your Honor. Can we get the

1 contact information for the people at the reporting  
2 company?

3 JUDGE HAAS:

4 Yeah. We'll do that before we're done  
5 here. Do either of you want to speed up the  
6 turnaround of the transcripts, or is the --- if we go  
7 with the standard time, it's roughly three weeks, and  
8 then we'd have to set a deadline for the motions 30  
9 days out from that point. So do either of you want to  
10 speed up the process? Mr. Luellen?

11 MR. LUELLEN:

12 Well, I don't feel we're going to need  
13 it. We haven't heard any facts today, this legal  
14 argument, so we don't need the transcript.

15 JUDGE HAAS:

16 How about you, Mr. Yoder?

17 ATTORNEY YODER:

18 I would like an expedited copy. Yes,  
19 please.

20 JUDGE HAAS:

21 You would. Okay. So let's do a  
22 three-day turnaround on the transcript. Okay.

23 OFF RECORD DISCUSSION

24 JUDGE HAAS:

25 I was just talking to the court



1 reporter. And once we close the record in the pre-  
2 hearing conference, if you'll stay on the line and  
3 she'll --- you can arrange with the court reporter to  
4 get copies of the transcript.

5 So we are now looking at --- it is  
6 Wednesday, the 5th. Looking at the transcript being  
7 available by Monday, the 10th. One, two, three, four  
8 --- why don't we say, Friday, November 11th would be  
9 the due date for filings of the motions for summary  
10 judgment.

11 And then, Friday, December 2nd, the  
12 deadline for any response to the party's motions.  
13 That okay with everybody? Mr. Luellen?

14 MR. LUELLEN:

15 No problem at all, Your Honor.

16 JUDGE HAAS:

17 And Mr. Yoder, those dates all right  
18 with you?

19 ATTORNEY YODER:

20 They are all right with us, Your Honor.  
21 Thank you.

22 JUDGE HAAS:

23 Good. All right. Well then, we can  
24 adjourn this morning's pre-hearing conference. I will  
25 put out just a short order in the next day or in the

1 next couple days just reviewing these, what we  
2 discussed and the filing deadlines, the court reporter  
3 will do a three-day turn-around on the transcript, and  
4 then, I'll look forward to your motions.

5                   Mr. Luellen, anything further before we  
6 adjourn?

7                   MR. LUELLEN:

8                   No, Your Honor. Thank you for your  
9 time.

10                  JUDGE HAAS:

11                  Yeah. Mr. Yoder?

12                  ATTORNEY YODER:

13                  No, Your Honor. Thank you.

14                  JUDGE HAAS:

15                  Good. Okay. Well then, we are  
16 adjourned, at this point. And, like I said, if you  
17 both stay on the line you can talk to the court  
18 reporter and make arrangements to get a copy of the  
19 transcript; okay? Okay.

20                                 \* \* \* \* \*

21                                 HEARING CONCLUDED AT 10:35 A.M.

22                                 \* \* \* \* \*

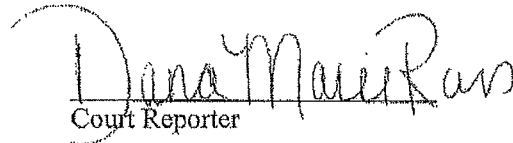
23

24

25

CERTIFICATE

1  
2  
3 I hereby certify, as the stenographic reporter,  
4 that the foregoing proceedings were taken  
5 stenographically by me, and thereafter reduced to  
6 typewriting by me or under my direction; and that this  
7 transcript is a true and accurate record to the best  
8 of my ability.

9   
10 Court Reporter

Dana Marie Ross

11  
12  
13  
14  
15 Sargent's Court Reporting Service, Inc.  
16 210 Main Street  
17 Johnstown, PA 15901  
18  
19  
20  
21  
22  
23  
24  
25

# **Exhibit C**



KATHERINE DRAGO  
 14 MARLBORO STREET  
 BELMONT, MA 02478

**Remit to:**  
 Mayflower Transit, LLC  
 22276 Network Place  
 Chicago, IL 60673-1222

Invoice Number	0222 10242 4 01
Invoice Date	12/29/14
Net Due	\$5,241.76
Amount Paid	\$5,000.00
Balance	\$241.76

Charges are payable in U.S. funds

Federal Tax ID: 43-1881479

DUNS #: 00-693-7650

INVOICE NUMBER	INVOICE DATE	SHIPMENT FOR	FROM	TO
0222 10242 4 01	12/29/14	KATHERINE DRAGO	SWISSVALE, PA	BELMONT, MA

Tariff No. A280 3 Miles 8240 / 8240 Lbs. At Per Cwt.\$

		TRANSPORTATION		9035.65
13	DISH PACKS @ 100.48		1306.24	
13	CARTON 1 1/2 CU. FT. @ 23.81		309.53	
23	CARTONS 3 CU. FT. @ 36.22		833.06	
18	CARTONS 4 1/2 CU FT. @ 43.80		788.40	
4	TWIN MATTRESS CTN @ 43.30		173.20	
2	QUEEN/KING MATTRESS @ 71.58		143.16	
9	CORR MIRROR CTN @ 87.26		785.34	
	TOTAL PACKING			4338.93
6	DISH PACKS @ 27.38		164.28	
3	CARTONS 3 CU. FT. @ 9.92		29.76	
2	TWIN MATTRESS CTN @ 11.52		23.04	
1	DOUBLE MATTRESS CTN @ 11.73		11.73	
1	QUEEN/KING MATTRESS @ 18.97		18.97	
	TOTAL UNPACKING			247.78
1	ORIG SERV CHRG 8240 LBS @ 7.95/CWT		655.08	
1	DEST SERV CHRG 8240 LBS @ 6.34/CWT		522.42	
	TOTAL ACCESSORIALS			1177.50
2981.76	FUEL SURCHG-TRANS @12.0000%		357.81	
	SERVICES EXCLUDED FROM DISC			357.81
	SUBTOTAL: SERVICES SUBJECT TO BTM LINE DISCOUNT		14799.86	
	LESS: 67.00 % BOTTOM LINE DISCOUNT		9915.91	
	** SERVICES EXCLUDED FROM DISCOUNTING		357.81	

Send Correspondence to: Mayflower Transit LLC, One Mayflower Drive, Fenton, MO 63026-1350 | 636-305-4000



# **Exhibit D**


**Transaction Confirmation**

Transaction Status: Approved  
Authorization Code: 101880

**Order Information**

Order Number: M 222-10242-4  
Shipper's Name: Katherine Drago  
Booking Agent: MAROADI TRANSFER & STORAGE, INC.  
Requesting Agent: Mayflower Transit, LLC

**Authorization Information**

Credit Card Type:   
Credit Card Number: xxxxxxxxxxxx1008  
Expiration Month: 03  
Expiration Year: 2015  
Amount: 5,000.00  
Transaction Date: 12/23/2014  
Processed by: James Ruffalo

**Cardholder's Billing Information**

Cardholder's Name: Katherine Drago  
Billing Address: 14 Marlboro Street  
Belmont, MA 02478

# **Exhibit E**



## 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

**CERTIFICATE OF SERVICE**

I, Barbara E. Steel, an employee of Marshall, Dennehey, Warner, Coleman & Goggin, do hereby certify that on this 25<sup>th</sup> day of October, 2016, I served a copy of the foregoing document, via electronic mail, as follows:

Scott Luellen  
14 Marlboro Street  
Belmont, MA 02478  
SEricLuellen@gmail.com

*Barbara E. Steel*

---

Barbara E. Steel