

Decision No. 23114**ORIGINAL**

BEFORE THE RAILROAD COMMISSION OF THE STATE OF CALIFORNIA

R. E. ROBSON,
Complainant,

vs.

MIKE ARUTUNIAN and JOHN GREGOROFF,
co-partners doing business under
the firm name of Compton Milk
Transfer Company,
Defendants.Case
No. 2813

In the Matter of the Investigation upon
the Commission's own motion into the
rates, rules, regulations, charges,
classifications, practices, contracts,
operations and schedules, or any of them,
of R. J. Kimbrough; Joseph Perumean,
Isaac Shakarian, Tom Kardashian and
S. J. Stratton; A.T. Spencer; Harry S.
Payne; Edward Bahler; K. Oganessoff and T.
Oskanoff; Francis E. and Merton E. Penhall;
Joe Bozoff; R.E. Robson; Cecil E. Snyder;
George Kardashian and Varus or Varous Kar-
dashian; Bob Arutoff; Willard P. Smith,
A. Elizabeth Smith and Henry A. Green; and
O. W. Spaulding, Mike Arutunean and Ohannes
Giegeroff; operating common carrier and truck-
ing service between points in the State of
California.

Case
No. 2814

In the Matter of the Application of
R. J. KIMBROUGH, SR., for certificate of
public convenience and necessity to extend
present authorized service to serve the
territory 5 miles south and one and one-half
miles west to Santa Ana River between Greenville
and Costa Mesa to Ocean.

Supplemental
Application
No. 11186

In the Matter of the Application of
MIKE ARUTUNIAN and JOHN GREGOROFF, co-partners
doing business under the firm name and style
of Compton Milk Transfer Company, for an
extension of their operative rights to serve
points in the Hynes and Artesia district.

Application
No. 16282

In the Matter of the Application of)
 FRANCIS E. and MERTON E. PENHALL for)
 certificate of public convenience)
 and necessity to operate automobile)
 trucking service for the transporta-)
 tion of milk, cream, dairy supplies,) Application
 feed and grain between Los Angeles) No. 16469
 and various points in Orange County.)

In the Matter of the Application of)
 A.T. SPENCER for certificate of public)
 convenience and necessity to operate)
 automobile trucking service for the)
 transportation of milk, cream, dairy)
 supplies, feed, grain and hay between) Application
 Los Angeles and various points in Los) No. 16473
 Angeles and Orange Counties, and for the)
 transportation of freight and express)
 between Los Angeles, Downey and Norwalk.)

Rex Boston, for R.E. Robson, complainant in Case 2813.

Phil Jacobson, for Defendants in Case 2813 and
 Applicants in Application 16282.

Richard T. Eddy, for R.E. Robson, Protestant in
 Application 16282.

D. A. Kimbrough, for R.J. Kimbrough in Case 2814.

Hugh Gordon, for Joseph Perumean, Isaac Shakarian,
 Tom Kardashian and S.J. Stratton in Case 2814.

Rex Boston, for A.T. Spencer in Case 2814.

Harry S. Payne, in propria persona in Case 2814.

Phil Jacobson, for Edward Bahler in Case 2814.

M. G. Ferrahian, for K. Oganessoff and T. Oskanoff
 in Case 2814.

Rex Boston, for Francis E. and Merton E. Penhall.

Phil Jacobson and Hugh Gordon, for Joe Bozoff and
 California Milk Transportation Company.

Richard T. Eddy, for R.E. Robson in Case 2814.

W.C. Snyder, for Cecil E. Snyder.

Guy Lewis, for George Kardashian and Varus Kardashian.

Lloyd O. Miller, for Bob Arutoff.

William B. Gilroy, for Willard P. Smith and A.
 Elizabeth Smith.

Phil Jacobson, for Mike Arutunian and Ohannes
Giegeroff.

O. W. Spaulding, in propria persona.

BY THE COMMISSION:

O P I N I O N

The above entitled matters constitute an investigation of transportation of milk in Los Angeles, Riverside, San Bernardino and Orange counties insofar as this movement supplies the market at Los Angeles and adjacent communities.

Case 2813 R.E. Robson vs. Mike Arutunian and John Gregeroff, is an action in which the complainant alleges unlawful and unauthorized operations by the defendants in violation of their certificate.

Case 2814 cites Kimbrough and fourteen others who conduct such movements as public carriers by authority of this Commission to answer, as to their service, rates, rules and regulations. This citation was issued to enable the Commission to give, if possible, aid to the carriers in constructing their service to better usefulness, particularly as to shippers and creameries, and without purpose to become punitive, unless such action appeared necessary. Complaints had been received by the Commission that carriers were in severe competition with each other, that established rates had not been charged, that carriers were performing service outside of the areas authorized and with no respect to the rights of others, that influences other than public regulation under the law were causing many infractions reported, all resulting in inferior service.

Public hearings were conducted at Los Angeles by Examiner Williams.

Preliminary investigation of each carrier was made by Mr. Leo C. Paul and Mr. A.S. Meininger of our Auto Stage and Truck Department, and by Mr. D.B. Benson of our Financial Department. Their reports were introduced at the hearings and, except in one or two minor instances, were not challenged as to general accuracy. Many discrepancies reported by them, particularly as to service areas, were met by the carriers affected, with applications to clarify their routes and service, and such applications were consolidated, as above indicated, with the main investigation. No carrier proved refractory, and all who were found irregular expressed willingness to submit to the discipline of the Commission in defining many uncertain and ambiguous early grants and fixing new and clear operating rights. The hearings produced a great mass of detailed evidence, which it is unnecessary to discuss in this opinion, but the intent of all was to submit to such constructive orders as appeared proper under the evidence.

The evidence shows that public carriage of milk as a commodity in the counties named has drifted into partial demoralization because of these reasons:

First. Creameries which receive the milk seek to require carriers to transport full loads for convenience in reducing the number of trucks appearing at their docks and have sought to require producers to patronize carriers, whether authorized or unauthorized, whose operating rights did not include the territory affected. The result of this demanded concentration meant that many carriers went beyond their operative rights and transported milk that other authorized carriers were entitled to transport.

Second. A large proportion of the gross amount of milk daily consumed in Los Angeles and transported by the carriers

affected is produced by members of the California Milk Producers Association, and is allocated among a score of creameries as the demands of each require. This, of course, scatters the production of a district served by one carrier and necessarily prevents concentration of district loads to one creamery. Considering the hundreds of producers' accounts handled by the Association and the fluctuation of demand by creameries and the necessity of marketing the commodity for the benefit of the producer a situation is presented that this Commission cannot remedy solely by regulation of the carriers.

Third. The production of milk is unstable in some districts. Many producers merely rent land for dairying, lease or buy, on contract, milk cows. Economic causes require the movement of such dairies to other or better sites, particularly where forage may be improved, and thus a shipper moves into the area served by another carrier whose creamery destinations may be entirely different. Such producers usually have 20 or less cans of milk, hence, a partial truck load only is available for a new destination where, as the evidence shows, docking and other facilities are inadequate and the carrier must wait for hours to gain dock space. In hot weather this often results in degrading the milk to the loss of the producer as a result of tests made under public health regulations. To prevent this, many carriers have followed their shippers into the territory of another carrier, thus performing an unauthorized service. This was most importantly shown in the business of respondent Perumean, who entered into a contract by which his service to one creamery encroached on the rights of several others, particularly respondents, Robson and Bozoff. We believe this contract to be illegal and a subterfuge, and its continuance may be prevented by a cease and desist order herein. It must be recognized, however, that respondent

Perumean entered into this contract at the solicitation of and under pressure of the creamery affected and that failure on his part to so enter threatened the loss of the bulk of his business to a so-called private carrier operating under contract.

Fourth. The necessities of the producer and of the ultimate consuming public require prompt pick-up and rapid delivery to creameries or much of the result of dairy drudgery must become by-products or economic loss. The margin of profit to the producer and carrier is small, that of the creameries is not in evidence, and the cost of transportation must be borne by the producer out of the uniform price received at the creamery, and service that cannot protect that small margin is wholly impotent. The record does not show much complaint by producers of such service although a number testified they patronized carriers not authorized to serve them because of their efficient service; nor was there more than occasional complaint that losses had been suffered by degrading due to poor service.

The facts above related present a rather complicated situation affecting three important branches of the milk industry. This Commission cannot regulate two of those branches — the producers and the creameries — but it can regulate the intermediate branch — the carriers, to the extent of requiring adequate service at fair rates, under Chapter 213, Act of 1917, as amended. The transportation of this commodity in 1917 is not comparable, either as to method, volume or cost, to the present needs. It was made subject to the same rules as affect all other property transported by automotive power. Since then the growth of the industry and its competitive phases, the great increase in population and consumption, the wholesome rigidity in particular sanitary restrictions; the improvement in the adaptability of the truck to all purposes incident to milk transportation particularly pick-up

at the dairy; and restrictive vehicular regulations of state and city have created a situation not in mind nor conceivable when Chapter 213 was adopted by the Legislature. If the transportation phases of this industry, so essential to human health, are to be bettered, it should be done by legislative enactment, if it can be done at all. This Commission can only pursue its legal authority, as it has in the past, and treat the transportation of this commodity as property to be transported by a common carrier between fixed termini or over a regular route. That the exemption of farm haulers from this act, as attempted by the Crittenden Bill in 1925, improved the situation is seriously questioned. As a matter of fact it may be stated that some of the confusion indicated in the instant proceeding is directly traceable to the freedom from regulation existing for a short time after its passage, when many carriers enlarged their field of service.

In the consideration of the acute phase of the situation, the Commission has the testimony of Thos. H. Brice, Manager of the California Milk Producers Association (which has over 400 producer members), Ira P. Whitney, Field Superintendent of Western Dairy Products, Inc., E.S. Wakefield, Productions Manager of the Adohr Creamery Company, and others competent to know the situation thoroughly. Mr. Brice could offer no better solution of the problem than consolidation of carriers and reduction of equipment, or, a change of the law. On cross-examination Mr. Brice said that granting a certificate to each of the carriers to serve the dairy districts tributary to Los Angeles "would suit us fine"; further, that he meant by "each" a few of the largest operators. Mr. Whitney's solution was substantially the same, though he also testified that his efforts to ascertain the exact territory of each carrier had found many grants so ambiguous as to area as to

defeat his efforts.

Mr. Wakefield had attempted to facilitate rapid delivery to his plants by reserving to his creamery the right, in his contracts with producers, to designate the hauler, and, when the designation was not respected by the producer, his product was rejected. In addition, his plants had a contract with Perumean, and it was this carrier, under the contract, that the shipper must patronize even though Perumean was not authorized to serve the territory. This contract also provided that the rate should not exceed the rate charged by "other haulers", which the witness explained to be the rate fixed by the Commission for any or all certificated haulers in a given territory. The transportation rate was always borne by the producer, the witness explaining that an f.o.b. dairy price could not be established because rates, as fixed by this Commission, varied according to districts and distance.

A careful review of the evidence convinces us that the carriers can perform duties consistent with law only, and that efforts of consignees to interfere with those duties by influencing producers or carriers through intimidation, or by attempts to negotiate low rates under "contracts" cannot be looked upon with complacency by this Commission. It can easily be seen that if the carrier must yield to the changing competitive attitudes of creameries or the producers must patronize illegal operations or suffer loss, a ~~market~~ regulation of service and rates must break down and eventually injure producer, carriers, creamery and the public generally. It is conceded that the public carrier system under regulation is the most economical method, measuring its dependability against that of unregulated carriers.

The public carrier is the essential link between the producer and the ultimate consumer and his efficiency, even his survival, depend on the acceptance of the public carrier as such by producer and consumer. His rates are fixed and if they are unreasonable this Commission will correct them upon complaint. The service is conducted under rigid rules which are also subject to complaint and correction. While the carriers, in the instant proceeding, show infractions of both rates and service, some not due to ignorance, they may be condoned, considering the pressure from both producer and consignee, in our effort to stabilize their service as best we can under the law.

The order herein will definitely fix the territory to be served by the carriers whose applications are under consideration. Boundaries as well as routes will be laid down for each carrier and it is our intention, in so defining the territory to be served to make possible an operation flexible enough to meet the reasonable needs of producers, haulers and receivers of the commodities transported. Operations under such certificates can and must be conducted for public benefit and not to suit the whims or desires which conflict with the limitations fixed by the order herein.

George Kardashian and Varus Kardashian, R.J. Kimbrough, Sr., R.E. Robson, Francis E. and Merton E. Penhall and A.T. Spencer are hereby placed upon notice that "operative rights" do not constitute a class of property which should be capitalized or used as an element of value in determining reasonable rates. Aside from their purely permissive aspect, they extend to the holder a full or partial monopoly of a class of business over a particular route. This monopoly feature may be changed or destroyed at any time by the state which is not in any respect limited to the number.

rights which may be given.

O R D E R

Public hearings having been held in the above entitled proceedings, the proceedings being under submission and good cause appearing

IT IS HEREBY ORDERED that Case No. 2814 is dismissed as to R.J. Kimbrough, an individual; A.T. Spencer, an individual; Harry S. Payne, an individual; Edward Bahler, an individual; Francis E. and Merton E. Penhall, co-partners; R.E. Robson, an individual; Cecil E. Snyder, an individual; George Kardashian and Varus or Varous Kardashian, a copartnership; Bob Arutoff, an individual; Willard P. Smith, A. Elizabeth Smith and Henry A. Green, a copartnership, and O.W. Spaulding, an individual.

IT IS HEREBY FURTHER ORDERED that Mike Arutunian and Ohannes Giegeroff (John Gregoroff), a copartnership; Joe Bozoff, an individual; K. Ogenesoff and T. Oskanoff, a copartnership; and Joseph Perumean, I. Shakarian, T. Kardashian and S.J. Stratton, a copartnership, cease and desist from any and all common carrier operations except those for which a certificate of public convenience and necessity has heretofore been obtained from this Commission.

IT IS HEREBY FURTHER ORDERED that Application No. 16467 (Joe Bozoff), Application No. 16282 (Arutunian and Giegeroff), and Application No. 16468 (Joseph Perumean et al) be denied.

IT IS HEREBY DECLARED that public convenience and necessity require the following described operations:

1. By George Kardashian and Varus Kardashian, a copartnership, in lieu of all operative rights heretofore acquired, for the automotive transportation as a common carrier of milk,

cream and dairy products, and for the back haul of dairy supplies and empty containers; service to be given to no others than the dairies and creameries served by said applicants, between Los Angeles, Pasadena, Montebello, Alhambra, El Monte, Baldwin Park, Puente, and intermediate points, serving the dairies located in the territory and along the following pickup routes, and four (4) miles each side thereof, which pickup routes are in the vicinity of Alhambra, El Monte, Montebello, Puente and Baldwin Park, to wit:

PICKUP ROUTES

(a) Beginning at a point on Pomona Boulevard where Grand Avenue (Glendora), if projected southerly, would intersect Pomona Boulevard; thence west on Pomona Boulevard to Hudson Avenue; thence south on Hudson Avenue to Main Street; thence west on Main Street to Workman Mill Road; thence south on Workman Mill Road to an unnamed road; thence westerly along such unnamed road to Durfee Road; thence westerly on Durfee Road to San Gabriel Boulevard; thence northwesterly on San Gabriel Boulevard to Arroya Drive; thence westerly on Arroya Drive to Mesa Drive; thence southerly on Mesa Drive to Third Street; thence west on Third Street to Los Angeles:

(b) Beginning at the intersection of Grand Avenue and Cypress Avenue (Covina); thence westerly along Cypress Avenue to Irwindale Avenue; thence northerly on Irwindale Avenue to Bonita Avenue; thence west on Bonita Avenue to Maine Avenue; thence south on Maine Avenue to Los Angeles Street; thence west on Los Angeles Street to Lower Azusa Road; thence westerly on Lower Azusa Road to Peck Road; thence southerly to the continuation of Lower Azusa Road; thence westerly on Lower Azusa Road to Arden Drive; thence southerly on Arden Drive to Pomona Boulevard; thence westerly along Pomona Boulevard to Los Angeles.

The trucks of the applicant may be operated and routed in a manner to give the most economic and efficient service, provided, however, that no service of any kind may be given to or from dairies located outside the territory included within the zone bounded as follows:

Beginning at the intersection of Fremont Avenue and Huntington Drive, in the town of South Pasadena; thence northeasterly along Huntington Drive to Santa Anita Avenue, in Arcadia; thence north along Santa Anita Avenue to Foothill Boulevard; thence easterly along Foothill Boulevard to its intersection with Grand Avenue, in or near the town of Glendora; thence southerly along Grand and the line of projection of Grand Avenue to a point due east of the intersection, in the town of Whittier, of Painter Avenue and Whittier Boulevard; thence west to the intersection, in the town of Whittier, of Painter Avenue and Whittier Boulevard; thence northwesterly along Whittier Boulevard to Center Street, in the town of Whittier; thence along Center Street to Byron Road; thence along Byron Road, Rivera Road and the tracks of Atchison, Topeka & Santa Fe Railway to a point where the Atchison, Topeka & Santa Fe Railway tracks cross Anaheim-Telegraph Road; thence along Anaheim-Telegraph Road to Ford Boulevard, in Belvedere; thence following Ford Boulevard, Floral Drive, Garvey Avenue, and Fremont Avenue to the point of beginning.

2. By R.J. Kimbrough, Sr., in lieu of all operative rights heretofore acquired by operation prior to May 1, 1917 and the certificate granted by Decision No. 15412 in Application No. 11126, for the automotive transportation as a common carrier of milk, cream and dairy products, and for the back haul of dairy supplies and empty containers; service to be given to no others than the dairies and creameries served by the applicant, between Newport Beach, Costa Mesa, Fairview, Delhi, Tustin, Santa Ana, Orange, El Modena, Villa Park, Olive, Anaheim and Fullerton and intermediate points, on the one hand, and Los Angeles, on the other hand, serving the dairies located in the territory and along the following pickup routes, and two (2) miles each side thereof, which pickup routes are in the vicinity of Newport Beach, Costa Mesa, Fairview, Delhi, Tustin, Santa Ana, Orange, El Modena, Villa Park, Olive, Anaheim and Fullerton to wit:

PICKUP ROUTES

(a) Beginning in Newport at the intersection of the so-called Roosevelt Coast Highway and Newport Avenue;

thence northeasterly via Newport Avenue and northerly via Main Street through the town of Santa Ana to West Chapman Avenue near the town of Orange; thence west on West Chapman Avenue to Euclid Avenue; thence north on Euclid Avenue to Orangethorpe Avenue; thence west on Orangethorpe Avenue to the intersection of Magnolia Avenue:

(b) Beginning at the intersection of Fairview Avenue and Newport Avenue in Costa Mesa; thence north on Fairview Avenue to Adams Avenue; thence east on Adams Avenue to Plum Street in the town of Fairview, thence north on Plum Street to Kent Avenue; thence east on Kent Avenue to Bristol Street; thence north on Bristol Street to Wakeham Avenue; thence east on Wakeham Avenue to Old Newport Road; thence northerly on Old Newport Road to West Stanford Street; thence east on West Stanford Street to its intersection with Main Street in the town of Santa Ana:

(c) Beginning at the intersection of Newport Avenue and Main Street about two (2) miles south of the town of Santa Ana; thence northeasterly on Newport Avenue to Glen Avenue near Aliso Station; thence northerly on Glen Avenue and Tustin Avenue to 17th Street; thence west on 17th Street to Tustin Avenue; thence north on Tustin Avenue to the town of Olive continuing to the tracks of the Atchison, Topeka & Santa Fe Railway; thence northeasterly over the highway and county roads paralleling said Atchison, Topeka & Santa Fe Railway tracks to the intersection of Corona Avenue; thence westerly via Corona Avenue to Placentia Avenue; thence via Placentia Avenue to Orangethorpe Avenue and west via Orangethorpe Avenue to its intersection with Euclid Avenue:

(d) Beginning at the intersection of the state highway and West Chapman Avenue, west of the town of Orange; thence northwesterly via the state highway and Los Angeles Street through the town of Anaheim to the intersection of the state highway and Orangethorpe Avenue.

The trucks of the applicant may be operated and routed in a manner to give the most economic and efficient service, provided, however, that no service of any kind may be given to or from dairies located outside the territory included within the zone bounded as follows:

Beginning at the intersection of Magnolia Avenue and West Commonwealth Avenue, east of the town of Buena Park; thence east on West Commonwealth Avenue and its

extension to Placentia Avenue; thence southerly on Placentia Avenue to Placentia-Yorba Boulevard; thence easterly on Placentia-Yorba Boulevard to Richfield Road near the town of Richfield; thence southerly on Richfield Road and its extension to intersect Santiago Boulevard; thence easterly and southerly on Santiago Boulevard to County Park Road near the town of El Modena; thence west on County Park Road to Skyline Drive; thence southerly on Skyline Drive to Newport Avenue; thence southwesterly on Newport Avenue to Irvine Boulevard near the town of Tustin; thence southeasterly on Irvine Boulevard to Culver Road; thence southwesterly on Culver Road and The Lane Road to Bayside Drive; thence following Bayside Drive and its extension to the Pacific Ocean; thence northwesterly along the Pacific Ocean shore line to the mouth of the Santa Ana River and northerly along the Santa Ana River to West Chapman Avenue, near the town of Orange; thence westerly along West Chapman Avenue to Euclid Avenue; thence north on Euclid Avenue to Orangethorpe Avenue; thence west on Orangethorpe Avenue to Magnolia Avenue and north on Magnolia Avenue to the point of beginning.

3. By R.E. Robson, in lieu of all operative rights heretofore acquired, for the automotive transportation as a common carrier of milk, cream and dairy products, and for the back haul of dairy supplies and empty containers; service to be given to no others than the dairies and creameries served by the applicant between Alhambra, Culver City, El Monte, Glendale, Hawthorne, Hollywood, Huntington Park, Inglewood, Lawndale, Lennox, Los Angeles, Montebello, Pasadena, Southgate, Torrance, Watts, Whittier, Burbank, Ocean Park, Redondo Beach, San Pedro, Santa Monica, Venice, Wilmington, Long Beach and San Bernardino, on the one hand, and Huntington Park, Bell, Southgate, Downey, Compton, Long Beach, Clearwater, Hynes, Bellflower, Artesia, Norwalk and intermediate points on the other hand, serving the dairies located in the territory and along the following pickup routes, and two (2) miles each side thereof, which pickup routes are in the general vicinity of Huntington Park, Southgate, Downey, Compton, Clearwater, Hynes, Bellflower, Long Beach, Artesia and Norwalk, to wit:

PICKUP ROUTES

(a) Beginning at the intersection of Alameda Street and Firestone Boulevard, near the town of Southgate; thence easterly along Firestone Boulevard including its unconstructed but proposed portions and its intersection of Crawford Street in the town of Downey;

(b) Beginning at the intersection of Alameda Street and Tweedy-Abbot Road; thence easterly to Atlantic Boulevard; south on Atlantic Boulevard to Norton Avenue; thence easterly on Norton Avenue, Curtin Road, Zinn Road, Santa Gertrudes Road, Lindbergh Boulevard and Cordova Road to a point southwesterly of the town of La Habra where Cordova Road intersects the Los Angeles-Orange County Line:

(c) Beginning at the intersection of Alameda Street and Main Street in the town of Compton; thence easterly on Main Street, Washington Street, Woodruff Avenue and Section Line Road to the intersection of Section Line Road and the Los Angeles - Orange County Line about one mile east of Santa Gertrudes Avenue:

(d) Beginning at a point on Alameda Street near Dominguez Junction where South Street, if projected westerly would intersect Alameda Street; thence easterly along such line of projection to South Street, First Street to the intersection of Los Angeles - Orange County Line at or near Carmenita Avenue:

(e) Beginning at the intersection of Alameda Street and Dominguez Street near the town of Long Beach; thence easterly on Dominguez Street and southerly on American Avenue and Long Beach Boulevard to Bixby Station Road; thence easterly on Bixby Station Road, Carson Street and Lincoln Avenue to the intersection of Moody Street near the town of Cypress.

The trucks of the applicant may be operated and routed in a manner to give the most economic and efficient service, provided, however, that no service of any kind may be given to or from dairies located outside the territory included with the zone bounded as follows:

Beginning at the intersection of Alameda Street and Randolph Street in the town of Huntington Park; thence easterly on Randolph Street to Garfield Avenue;

thence southerly and easterly on Garfield Avenue, Vernon and Downey Road, Telegraph and Jaboneria Road, Clara Street, Crawford Street in the town of Downey, Firestone Boulevard to the San Gabriel River; thence southerly along the San Gabriel River to Center Street near the town of Bellflower; thence easterly on Center Street to Main Street; thence northerly on Main Street through the town of Norwalk and Valley View Avenue to Santa Gertrudes Road; thence easterly on Santa Gertrudes Road, Lindbergh Boulevard, Cordova Road to the intersection of the Los Angeles - Orange County Line; thence south and southwesterly along the Los Angeles - Orange County boundary line to Moody Street east of the town of Artesia; thence south on Moody Street to its intersection with Cerritos Avenue near the town of Los Alamitos; thence westerly along Cerritos Avenue, Spring Street and the projection of Spring Street to intersect Alameda Street, near the town of Long Beach; thence northerly along Alameda Street to the intersection of Orange Street in the town of Compton; thence east along Orange Street to Gibson Road; north on Gibson Road to Poppy Lane; east on Poppy Lane to Wright Road; thence northerly on Wright Road to Tweedy-Abbot Road; thence westerly along Tweedy - Abbot Road to Alameda Street and northerly to the point of beginning.

4. By Francis E. and Merton E. Penhall, copartners, in lieu of all operative rights heretofore acquired, for the automotive transportation as a common carrier of milk, cream and dairy products, and for the back haul of dairy supplies and empty containers; service to be given to no others than the dairies and creameries served by the applicants between Los Angeles, on the one hand, and Buena Park, Cypress, Stanton, Westminster, Wintersburg and intermediate points, on the other hand, serving the dairies located in the territory and along the following pickup routes, and three (3) miles each side thereof, which pickup routes are in the vicinity of Buena Park, Cypress, Stanton, Westminster, Wintersburg and Bolsa, to wit:

PICKUP ROUTES

(a) Beginning at the intersection of Chestnut Street and Westminster Avenue (17th Street) in the town of Westminster; thence east on Westminster Avenue (17th Street) to Verano Street, near the town of Garden Grove; thence south on Verano

Street to Talbert Avenue; thence west on Talbert Avenue to Wright Street; thence north on Wright Street to Hazzard Street; thence west on Hazzard Street to Cannery or Lamb Streets; thence north on Cannery or Lamb Streets to Westminster Avenue (17th Street); thence west on Westminster Avenue (17th Street) to Golden West Street; thence north on Golden West and/or Elm Street to Ocean Avenue; thence east on Ocean Avenue to Stanton Avenue; thence north on Stanton Avenue to Ball Road; thence west on Ball Road to Hansen Street; thence north on Hansen Street to Lincoln Avenue; thence west on Lincoln Avenue to its intersection with Walker Street in the town of Cypress:

(b) Beginning at the intersection of Chestnut Street and Westminster Avenue (17th Street) in the town of Westminster; thence west on Westminster Avenue (17th Street) to Bolsa Chica Street; thence south on Bolsa Chica Street to Wintersburg Avenue; thence east on Wintersburg Avenue to Golden West Street; thence north on Golden West Street to Ocean Avenue; thence east on Ocean Avenue to Stanton Avenue; thence north on Stanton Avenue to West Chapman Avenue; thence east on West Chapman Avenue to Brookhurst Road; thence north on Brookhurst Road to Katella Avenue; thence west on Katella Avenue to Dale Avenue; thence north on Dale Avenue to Lincoln Avenue; thence west on Lincoln Avenue to the intersection of Lincoln and Walker Street in the town of Cypress:

(c) Beginning at the intersection of Walker Street and Lincoln Avenue, in the town of Cypress; thence east on Lincoln Avenue to Western Avenue; thence north on Western Avenue to Orangethorpe Avenue; thence west on Orangethorpe Avenue to Hansen Street; thence south on Hansen Street to La Palma Avenue; thence west on La Palma Avenue to Holder Street; thence north on Holder Street to Orangethorpe Avenue; thence west on Orangethorpe Avenue to Walker Street; thence south on Walker Street to La Palma Avenue; thence west on La Palma Avenue to Moody Street; thence south on Moody Street to Lincoln Avenue; thence west on Lincoln Avenue to Bloomfield Street; thence south on Bloomfield Street to Orange Avenue; thence east on Orange Avenue to Walker Street; thence north on Walker Street to its intersection with Lincoln Avenue in the town of Cypress.

The trucks of the applicant may be operated and routed in a manner to give the most economic and efficient service, provided, however, that no service of any kind may be given to or from dairies located outside the territory included within the zone bounded as follows:

Beginning at a point northerly of the town of Buena Park where the Los Angeles - Orange County boundary line is intersected by the tracks of the Atchison, Topeka & Santa Fe Railway then following such tracks southeasterly to Brookhurst Road; thence south along Brookhurst Road to Ocean Avenue; thence east along Ocean Avenue through the town of Garden Grove to the Santa Ana River; thence southwesterly along the Santa Ana River to Quincy Avenue; thence west along Quincy Avenue to Huntington Beach Boulevard; thence north along Huntington Beach Boulevard to Talbert Avenue; thence west along Talbert Avenue to Golden West Street; thence north along Golden West Street to Wintersburg Avenue; thence west along Wintersburg Avenue to Bolsa Chica Street; thence north along Bolsa Chica to Ocean Avenue; thence east along Ocean Avenue to Miller Street; thence north along Miller Street to Katella Avenue; thence west along Katella Avenue and Alvarado Street to its intersection with the Los Angeles - Orange County boundary line and northeasterly along such boundary line to the point of beginning.

5. By A.T. Spencer, in lieu of all operative rights heretofore acquired, for the automotive transportation as a common carrier of milk, cream and dairy products and for the back haul of dairy supplies and empty containers; service to be given to no others than the dairies and creameries served by the applicant between Los Angeles on the one hand, and Norwalk, Artesia, Buena Park and Clearwater, on the other hand, serving the dairies located in the territory and along the following pickup routes, and two (2) miles each side thereof, which pickup routes are in the vicinity of Norwalk, Artesia, Buena Park and Clearwater, to wit:

PICKUP ROUTES

(a) Beginning at the intersection of the San Gabriel River and Washington Street; thence east along Washington Street and Section Line Road to the intersection of the Los Angeles - Orange County Line about one mile east of Santa Gertrudes Avenue:

(b) Beginning at the intersection of the San Gabriel River and Artesia Avenue; thence easterly along Artesia Avenue to a point where such Avenue if projected easterly would intersect Magnolia Avenue near the town of Fullerton:

(c) Beginning at the intersection of Ocean Avenue and Washington (Lemon) Street in the town of Clearwater; thence south along Ocean Avenue to the intersection of Artesia Avenue;

The trucks of the applicant may be operated and routed in a manner to give the most economic and efficient service, provided, however, that, except as hereinafter noted, no service of any kind may be given to or from dairies located outside the territory included within the zones bounded as follows:

Zone 1.

Beginning at a point northwesterly of the town of Santa Fe Springs where Telegraph Road crosses the San Gabriel River; thence southeasterly along Telegraph Road, Valley View Avenue; east on Little Lake Road; south on Butler Road; northeasterly on Leffingwell Road to Central Avenue to its intersection of the Los Angeles - Orange County Line; thence south and southwesterly along the Los Angeles - Orange County Line to a point where such County Line intersects the tracks of the Atchison, Topeka & Santa Railway Company near the station of Northham; thence southeasterly along such railway tracks to Magnolia Avenue; thence south along Magnolia Avenue to La Palma Avenue (Walnut Street); thence west along La Palma (Walnut Street) to Bloomfield Street near the station of Bingham; thence south along Bloomfield Street to Crescent Avenue, thence west along Crescent Avenue and Centralia Road as projected to the San Gabriel River and northerly along such river to the point of beginning.

Zone 2.

Beginning at the intersection of Washington (Lemon) Street and Michigan Avenue in the town of Clearwater; thence east along Washington (Lemon) Street to New York Avenue; thence south along New York Avenue to Artesia Avenue; thence west on Artesia Avenue to Michigan Avenue (Cherry); thence north to the point of beginning.

Except that service may be given along and following the route, Artesia Avenue, Woodruff Avenue and Artesia Avenue between the San Gabriel River and New York Avenue without any lateral service.

6. By A.T. Spencer, in Men of all operative rights heretofore acquired, for the transportation of general freight between Los Angeles and Artesia and the intermediate points of

Downey and Norwalk only.

IT IS HEREBY ORDERED that certificates of public convenience and necessity therefor be and are hereby granted to said George Kardashian and Varus Kardashian, copartners; to R.J. Kimbrough, Sr.; to R.E. Robson; to F.E. and Merton E. Penhall, copartners; and to A.T. Spencer, severally as herein described, subject to the following conditions:

1- Applicants shall file their written acceptances of the certificates herein granted within a period of not to exceed fifteen (15) days from the date hereof.

2- Applicants shall file in duplicate and make effective within a period of not to exceed thirty (30) days from the date hereof a tariff or tariffs constructed in accordance with the requirements of the Commission's General Orders and containing rates and rules which, in volume and effect, shall be identical with the rates and rules shown in the exhibits attached to the applications insofar as they conform to the certificates herein granted.

3- Applicants shall file, in duplicate, and make effective within a period of not to exceed thirty (30) days from the date hereof time schedules, covering the services herein authorized, in a form satisfactory to the Railroad Commission.

4- The rights and privileges herein authorized may not be discontinued, sold, leased, transferred nor assigned unless the written consent of the Railroad Commission to such discontinuance, sale, lease, transfer or assignment has first been secured.

5- No vehicle may be operated by applicants herein unless such vehicle is owned by said applicants or is leased by them under a contract or agreement on a basis satisfactory to the Railroad Commission.

IT IS HEREBY FURTHER ORDERED that R.J. Kimbrough, Sr., Joseph Perumean, Isaac Shakarian, Tom Kardashian and S.J. Stratton; A. T. Spencer; Harry S. Payne; Edward Bahler; K. Oganessoff and T. Oskanoff; Francis E. and Merton E. Penhall; Joe Bozoff; R.E. Robson; Cecil E. Snyder, George Kardashian and Varus or Varous Kardashian; Bob Arutoff; Willard P. Smith, A. Elizabeth Smith and Henry A. Green; and O.W. Spaulding; Mike Arutuneean and Ohannes Giegeroff cease and desist forthwith any operations as common

carriers that are now or may be in conflict with the certificates heretofore granted, as they may be modified or altered herein, or as herein granted de novo.

IT IS HEREBY FURTHER ORDERED that the trucks of all carriers named herein may be operated and routed in a manner to give the most economic and efficient service and that main line hauls, between producing, regions and termini may be conducted over the shortest and best route consistent with municipal regulations as to such carriage.

For all other purposes the effective date of this order shall be twenty (20) days from the date hereof.

Dated at San Francisco, California, this 29th day
of November 1930.

C. L. Seaver

Leon White
Thos. D. Lott

M. H. Linn

COMMISSIONERS