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Decision No. 85408

ORIGINAL

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Investigation on the Commission's  
own motion into the operations, rates,  
and practices of Statewide Transport  
Service, Inc., a California corpora-  
tion, Edward R. Reynolds and Herman  
A. Scott, doing business as John Ray  
Company, Lafayette Metals, Inc., a  
corporation, Capitol Metals Co., Inc.,  
a corporation, Gary Steel Company, a  
corporation, and Bethlehem Steel  
Corporation, a corporation.

Case No. 9667  
(Filed February 20, 1974)

James O. Beus, Attorney at Law, for Statewide  
Transport Service, Inc.; Paul V. Miller, Attorney  
at Law, and J. M. Cunningham, for Bethlehem  
Steel Corporation; respondents.  
Freda E. Abbott, Attorney at Law, and  
E. Hjelt, for the Commission staff.

### O P I N I O N

This is an investigation on the Commission's own motion into the operations, rates, charges, and practices of Statewide Transport Service, Inc. (Statewide), for the purpose of determining whether Statewide charged less than the applicable minimum rates and charges and failed to observe certain rules in Minimum Rate Tariff 2 (MRT 2) in connection with transportation performed for Edward R. Reynolds and Herman A. Scott, doing business as John Ray Company (Ray), Lafayette Metals, Inc. (Lafayette), Capitol Metals Co., Inc. (Capitol), Gary Steel Company (Gary), a corporation, and Bethlehem Steel Corporation (Bethlehem).

Public hearing was held before Examiner Arthur M. Mooney in San Francisco on April 24, 25, and 26, 1974. The matter was submitted upon the filing of concurrent briefs on August 9, 1974.

Statewide operates pursuant to a highway contract carrier permit. Its main terminal is located in Stockton, and it has sub-terminals in Santa Fe Springs and Richmond. It has one tractor and 16 trailers, employs three office personnel and one mechanic, and uses subhaulers. It subscribes to and has all applicable minimum rate tariffs and distance tables. Statewide's gross operating revenue for the year 1973 was \$1,366,151.

A staff representative testified that he visited Statewide's place of business on various days during mid-1973 and reviewed its transportation records for the first quarter of 1973. He stated that Statewide transported a total of approximately 2,000 shipments during this period; that he made true and correct photocopies of freight bills and supporting documents covering the transportation of solid asphalt and wallboard for Ray and the transportation of steel and steel products for the other four respondent shippers; and that the photocopies are all included in Exhibit 3. It was stipulated that the list in Exhibit 2 of certain of the origins and destinations of certain of the transportation in issue which the witness had personally determined were not served by rail facilities was correct. The witness testified that he also visited the premises occupied by Ray during the review period at 1025 Waterloo Road, Stockton, and was of the opinion that it likewise was not served by rail facilities. He stated that he was informed by the district transportation manager of Bethlehem that it did not own or lease any of the rail spurs at the destinations to which Statewide transported shipments for it;

that according to the documents in Part 17 of the Gary section of Exhibit 3, one of the three loads of steel covered by this part was picked up on March 6, 1973 and the remaining two loads were picked up on the following day; and that although volume incentive service rates were applied by Statewide to certain of the Ray shipments included in Exhibit 3, the shipper had not specified in writing on the bills of lading for this transportation that volume incentive service rates were requested as required by the applicable tariff provision.

A rate expert for the Commission's staff testified that he took the sets of documents in Exhibit 3, together with the supplemental information testified to by the representative and that included in Exhibit 2, and formulated Exhibits 6, 7, 8, 9, and 10 which show the rates and charges assessed by Statewide, the minimum rates and charges computed by the staff, and the resulting undercharges alleged by the staff for the transportation performed for Ray, Lafayette, Capitol, Gary, and Bethlehem, respectively. The amount of the undercharges shown in each of the exhibits are as follows: Exhibit 6 (Ray) \$2,033.05; Exhibit 7 (Lafayette) \$224.25; Exhibit 8 (Capitol) \$420.50; Exhibit 9 (Gary) \$594.94; and Exhibit 10 (Bethlehem) \$2,292.88. The total of the alleged undercharges in the five exhibits is \$5,565.62.

The rate expert testified that the staff ratings shown in the five rate exhibits are the lowest lawful minimum rates and charges for the transportation summarized therein. He stated that in his opinion the errors in Statewide's ratings of the transportation were as follows: In Exhibit 6 (Ray), assessing charges on an incorrect weight, applying an alternative rail rate which is restricted to mixed shipments of asphalt and other commodities to a straight shipment of asphalt, and failure to assess off-rail charges; in Exhibit 7 (Lafayette), failure to assess an off-rail charge; in Exhibit 8 (Capitol), failure to assess a stop-in-transit charge at Newark and

to rate the final delivery as a second shipment from Oakland to San Francisco for steel coil transported from Los Angeles to destinations in Newark, Oakland, and San Francisco; in Exhibit 9 (Gary), applying volume incentive service rates in instances where the shipper had not requested such rates in writing on the bill of lading as required by paragraph (a) of Item 292 of MRT 2, failure to assess off-rail charges, and rating three separate truckloads that were not all loaded on the same day as a single multiple lot shipment under alternative rail rates in violation of paragraph 4.b(2) of Item 35 of MRT 2; and in Exhibit 10 (Bethlehem), rerating a component of a multiple delivery shipment rated under alternative rail rates as a separate shipment from a private rail spur not owned or leased by the shipper in violation of the exception in paragraph (2) of Item 230 of MRT 2, applying an alternative rail rate between points served by different rail lines in instances where there were no interchange facilities between the two rail lines in connection with the routing for the rate, rerating a component of a multiple delivery shipment rated under alternative rail rates from a point not served by rail facilities, applying volume incentive service rates without the required written request from the shipper, and failing to assess a rerate charge.

A partner of respondent Ray testified that during the period covered by the transportation summarized in Exhibit 6 (Ray), the premises occupied by his company was bounded on one side by Roosevelt Street; that this street was unimproved at that time; that a lead track of the Stockton Terminal and Eastern Railroad (ST&ER) ran along the street within 12 feet of Ray's property; that the rail line spotted rail cars consigned to Ray on this track adjacent to its property; that the rail cars were unloaded directly onto Ray's premises from the side next to the property and from the other side

by a forklift which had to go onto Roosevelt Street for this purpose; and that truck shipments received by Ray were unloaded at the same site at the lead track. Exhibit 13, which is a letter from ST&ER, confirmed the testimony of the witness regarding the spotting of rail cars for Ray.

Following is a summary of the evidence presented by a sales representative of respondent Gary: With respect to the shipments of steel beams covered by Parts 1 through 10 and 12 of the staff's rate Exhibit 9 (Gary), all of the shipments originated at a storage yard in San Leandro; the president of Statewide came by Gary's office in Emeryville prior to each of the shipments and signed the bill of lading for it; the original of the bill of lading was sent to Gary's Los Angeles office, a copy was given to Statewide's driver who stopped by for it on his way to San Leandro to pick up the freight, and the remaining copy was retained in the Emeryville office; the original copy of each of the bills of lading was stamped VISR, which is an abbreviation for volume incentive service requested, by Gary's Los Angeles office after the document was received by it; the copies given to Statewide's driver and those retained by the Emeryville office did not have VISR stamped on them; and the request for volume incentive service rates was made by Gary's southern California office. As to the transportation of the two truckloads of steel beams covered by Part 16 of the staff rate exhibit, Statewide, acting on incorrect information furnished to it that the two destinations were served by rail facilities, rated the transportation as a multiple lot shipment under a rail alternative rate; when Statewide became aware that the destinations were not served by rail, it rebilled the two loads as separate shipments under MRT 2 rates; and Ray has paid the resulting \$188.01 in undercharges for this transportation to Statewide. The first of the three truckloads of steel covered by Part 17 of the

exhibit was loaded on March 6 and 7 and the other two loads were loaded on March 7, and since all of the loading was completed on the same date, Statewide was correct in rating the three loads as a single multiple lot shipment. VISR was stamped on the shipper's copies of the freight bills for the transportation summarized in Parts 11, 13, 14, and 15 of the exhibit but not on the carrier's copies, and Gary should not be penalized because of this clerical error by being required to pay higher charges than those resulting under volume incentive service rates for this transportation.

The assistant manager of Rail and Truck Transportation for Bethlehem presented the following evidence on behalf of his company: With the exception of Part 3, he does not agree with the staff ratings of the transportation summarized in Exhibit 10 (Bethlehem). Many of the parts covered the transportation of steel from Bethlehem's plant at Giant to two customers in the Los Angeles area. In each instance, Statewide rated the transportation as two shipments, one under an alternative volume rail rate, which does not authorize stopping-in-transit for partial unloading, to the first customer for the entire weight shipped from origin, and the other as a separate shipment from the first to the second customer under an alternative rail rate based on the weight delivered to the second customer. The master and sub-bills of lading issued by Bethlehem to Statewide for the transportation covered by each of these parts included instructions to rate the transportation in this manner. This method is authorized by the Alternative Application of Common Carrier Rates provisions of Item 200 of MRT 2. Prior to the transportation herein, the witness had been informed by a representative of a motor carrier in the San Francisco Bay area that a senior rate expert of the Commission staff advised him that this method of billing was proper. The witness also checked with rail line personnel, and was informed by them that with the

documentation issued by Bethlehem, they would have applied charges in the same manner used by Statewide.

The senior rate expert, who had purportedly given the aforementioned advice to the motor carrier representative, was called by the staff as a rebuttal witness and testified as follows: He had informed many people, including carriers, that stopping-in-transit was not authorized in connection with the volume rail rate in issue and that a component of a multiple shipment could not be rerated as a separate shipment from a private rail spur not owned or leased by the shipper. The assertion by Bethlehem's witness regarding the substance of any statements he may have made to any carrier is inaccurate. He does not agree with Bethlehem's reliance on Item 200 of MRT 2 in rating the shipments in issue in Exhibit 10 (Bethlehem). In each instance, the shipment was from one consignor to several consignees. Since the line haul rate from origin did not allow stopping-in-transit for partial unloading, these were split delivery shipments subject to the provisions of the Alternative Application of Split Delivery under Rates Constructed by Use of Combinations with Common Carrier Rates and the Split Delivery rules in Items 230 and 170 et seq., respectively, of MRT 2 as explained by the rate expert who prepared the exhibit. Although several documents were issued to the carrier at origin directing the carrier to do certain things, the fact remains that these documents taken together constitute a single contract of carriage for a multiple delivery shipment. To have rated these shipments in the manner billed by Statewide and as advocated by Bethlehem, it would have been necessary to have had a second contract of carriage from the first to the second destination.

This would have required the execution and issuance of new documentation to the carrier at the first destination. This was not done. He explained that the execution of a bill of lading is the signing of the document by the carrier. He admitted that he did not know if a rail carrier can sign a bill of lading at a point other than the origin of a rail shipment.

The following evidence was presented by the president of Statewide regarding the undercharges alleged by the staff in four of its five rate exhibits: With respect to Exhibit 6 (Ray), the undercharge shown in Part 1 has been billed and collected; a \$298.08 undercharge for the transportation summarized in Part 2 has been billed and collected; and Statewide agrees with Ray that the property occupied by it during the review period was a railhead location and that in the circumstances, there were only several minor undercharges totalling \$14.43 in connection with the shipments summarized in the remaining parts of the exhibit. The undercharge shown in the one part of Exhibit 7 (Lafayette) has been billed and collected. Rerating could be applied to the transportation summarized in Exhibit 8 (Capitol), and by so doing, no undercharge results. As to Exhibit 10 (Bethlehem), the undercharge shown in Part 3 has been billed and collected, and Statewide relied on the rating instructions furnished to it by the traffic department of Bethlehem for the transportation summarized in the balance of the exhibit and agrees with Bethlehem's position that there are no undercharges for this transportation.

Statewide's witness testified as follows regarding the undercharges shown in the staff's rate Exhibit 9 (Gary): With respect to Parts 1 through 10 and 12, he was furnished the second copy of the bill of lading by Gary at its place of business in Emeryville for each of the shipments prior to its pickup at the storage yard in San Leandro; each of the documents was stamped VISR to request volume



incentive service rates by the secretary of Gary's sales representative in his presence; these documents were inadvertently retained at Statewide's Richmond office and not forwarded to its headquarters in Stockton; it was not discovered until after the staff investigation that the bills of lading were not with the other shipping documents for this transportation in the Stockton office; and since properly annotated bills of lading were issued by the shipper for this transportation, no undercharges exist in connection therewith. As to Parts 11, 13, 14, and 15, the shipper had verbally requested volume incentive service rates for each of the shipments; VISR was stamped on the copies of the bills of lading retained by the shipper, but, through oversight, the copies furnished to the carrier were not so annotated; because of this clerical error, the shipper should not be denied the right to receive volume incentive service rates as applied by the carrier for this transportation; and to require the shipper to pay undercharges in such circumstances would be unjust. The transportation covered by Part 16 has been rebilled by Statewide as two separate shipments rather than as a single split delivery shipment as done by the staff, and \$188.01 in undercharges has been collected for this transportation. Regarding the remaining Part 17, the transportation covered by this part involved three truckloads of steel which were originally scheduled for pick up on March 6, 1973; the first truck was dispatched for loading on that date, but the loading was not completed until the next day when the other two trucks were dispatched and loaded; since all of the loading was completed on the same date, all three loads could be rated as a multiple lot shipment as billed by Statewide; and there is no undercharge for this transportation.

The president of Statewide testified that there was never any intent by Statewide to assess incorrect rates. He asserted that the errors that did occur were the result of misinformation furnished to Statewide by shippers and that these errors have been corrected.

Briefs in support of their respective positions were filed by the staff, Statewide, and Bethlehem.

#### Discussion

The ratings and issues involved in connection with the transportation summarized in each of the five staff rate exhibits will be discussed separately.

##### Exhibit 6 - Ray

There is no dispute regarding the \$87.22 undercharge shown in Part 1, and it has been billed and collected by Statewide. As to the shipments of asphalt in Part 2, we agree with the staff that the rate provided in Item 17425 of Pacific Southcoast Freight Bureau Tariff (PSFB) 300-A, which was applied by Statewide in its rebilling of this shipment, is restricted by Item 1400 of the tariff to apply only to mixed shipments with other commodities named in this item and that the undercharge of \$480.49 alleged by the staff for this transportation is correct. The evidence presented by Ray is persuasive that the premises in Stockton to which the shipments listed in the remaining six parts of the exhibit were delivered was, at the time the deliveries were made, a railhead location. In the circumstances, the total of undercharges for Parts 3 through 8 is \$12.45 and for the eight parts of the exhibit is \$580.16.

##### Exhibit 7 - Lafayette

The staff rating in the one part of the exhibit is correct, and the \$224.25 undercharge shown therein is conceded by Statewide and has been billed and collected by it.

Exhibit 8 - Capitol

We concur with the staff rating and the resulting undercharge of \$420.50 for the transportation summarized in the one part of the exhibit. Statewide had rated the transportation as a single shipment from Capitol in Los Angeles to its place of business in Oakland; whereas, deliveries were made to Oakland, Newark, and San Francisco. Statewide is now of the opinion that the transportation could have been rated as a single shipment for the entire weight to Capitol's Oakland plant; that the weight destined to Newark and to San Francisco could have been rerated as two separate shipments from the Oakland plant; and that by so doing no undercharge would have resulted for this transportation. However, this method of rating could be used only if there had been compliance with the provisions of paragraph 5 of Item 172 of MRT 2 which require written instructions from the shipper to the carrier showing the component parts to be treated as separate shipments and the points between which the separate shipment rates are to be applied. No such written instructions were furnished to Statewide.

Exhibit 9 - Gary

The conflict in the evidence as to whether the volume incentive service rates provided in Item 292 of MRT 2 could be applied to the transportation summarized in Parts 1 through 10 and 12 of the exhibit will be resolved in favor of Statewide. As stated above, paragraph (a) of the item provides that such rates may be applied only when the bill of lading is annotated by the shipper to request such rates. We recognize that Gary's sales representative at its Emeryville office testified that to his recollection the copies of the bills of lading furnished to the carrier for this transportation did not have a request for volume incentive service rates on them. However, the

president of the Statewide, to whom the documents were furnished, testified that the sales representative's secretary did so annotate them as evidenced by the copies of the documents in his Exhibits 23 and 24. In the circumstances, we will find no undercharges in connection with these eleven parts.

We concur with the staff ratings and resulting undercharges shown in Parts 11, 13, 14, and 15. Both Gary and Statewide admit that the shipper did not request volume incentive service rates on the bills of lading for this transportation. However, they assert that it was their intention that such rate be applied. This is irrelevant. Since there was noncompliance with paragraph (a) of Item 292 of MRT 2 in connection with this transportation, volume incentive service rates could not be applied.

Both Statewide and the staff agree that the two destinations of the transportation covered by Part 16 are not served by rail facilities. The documentation issued by the shipper for this transportation requested split delivery service. Statewide had originally rated the transportation under a through-rail rate with a stop-in-transit charge. It has rebilled the transportation as two separate shipments and has collected \$103.01 in undercharges for it. The staff has rated the transportation as a split delivery shipment with an undercharge of \$212.10. We concur with the staff that "when the shipper provides written directions for...split-delivery the carrier may not thereafter rate such shipments separately in order to arrive at a lower transportation charge; the shipper's wish must be honored." (Investigation of Central Coast Truck Service, Inc. (1967) 67 CPUC 523.)

We agree with the staff rating and the undercharge of \$51.60 for the three loads of steel covered by Part 17. According to the evidence, the carrier commenced loading one truck on March 6, 1973 and completed the loading on March 7, 1973, and the loading of the other two trucks was performed on March 7, 1973. The transportation was rated under rail-alternative rates. Paragraph (a)4.B.(2) of Item 85 of MRT 2 provides that when rail-alternative rates are used, the entire shipment shall be picked up by the carrier within a 24-hour period computed from 12:01 a.m. of the date on which initial pickup commences, when the trailer is not left for loading by the consignor without the presence of the carrier's personnel or motor equipment. Here the carrier's motor equipment was present during the loading operations. Paragraph (b) of the item provides that any pickup that does not comply with this rule shall be rated as a separate shipment. In the circumstances, the two loads that were picked up in their entirety on March 7 could be consolidated as a single multiple lot shipment, and the load that was picked up over a 2-day period must be rated as a separate single shipment. This is the method used by the staff in rating this transportation.

By eliminating the undercharges shown in Parts 1 through 10 and 12, the total of the undercharges in the remaining parts is \$412.69.

Exhibit 10 - Bethlehem

We agree with the staff ratings and the undercharges shown in Parts 3, 8, and 15. Statewide has billed and collected the undercharge shown in Part 3. According to Bethlehem's brief, it apparently does not dispute the undercharges shown in Parts 8 and 15. In both instances, one of the destinations was not served by rail facilities, and the combination alternative rail and MRT 2 rates applied by the staff to this transportation were the lowest lawful rates applicable.

Each of the remaining parts of the exhibit covered the transportation of sheet steel from Bethlehem's plant at Giant to two of its customers in the Los Angeles area. The plant at Giant is served by rail facilities, and in all instances, the destinations are served by private rail facilities which are not owned or leased by Bethlehem. A typical example of the transportation covered by each of these parts would be 80,000 pounds of sheet steel picked up at Giant with 40,000 pounds delivered to one customer and 40,000 pounds delivered to the other customer. The main issue in connection with this transportation is whether two bills of lading can be properly executed at Giant, one covering a shipment of the entire 80,000 pounds from Giant to the first customer, and the other covering a separate shipment of 40,000 pounds from the first to the second customer. If the answer is in the affirmative, an alternative special low carload rate which does not allow stopping-in-transit for partial unloading could be applied to the entire 80,000 pounds from Giant to the first customer, and an alternative local carload rate could be applied on the remaining 40,000 pounds from the first to the second customer. This is the rating method advocated by Bethlehem and applied by Statewide to the transportation. If the answer is in the negative, the transportation must be rated as shown by the staff in the exhibit. We concur with the staff's position. For each of the parts, the bill of lading executed at origin consisted of three parts, a master bill of lading for the entire weight shipped from Giant to the two customers, and a sub-bill of lading for the weight delivered to each customer. These documents taken together constitute one contract of carriage for deliveries to two destinations. They cannot be considered separate bills of lading for two individual shipments. Furthermore, a carrier cannot act as the agent of the shipper and forward or reship all or part of a shipment from a given point to which it has been

consigned. (See Morgan v M., K., & T. Ry. (1907) 12 ICC 525 and Stock Yards Cotton & Linseed Mill Co. v C., M. & St. P. Ry. (1909) 16 ICC 366.) This in effect is what the respondent carrier and shipper have attempted to do. To rate the transportation in this manner, it would have been necessary for the customer at the first destination to have assumed custody of the entire 80,000 pounds and to have executed and issued to the carrier a separate bill of lading for the remaining 40,000 pounds transported from its location to the second destination. This was not done. As pointed out by the staff, the master and two sub-bills of lading issued for these parts do comply with the documentation and other requirements in the Alternative Application of Split Delivery under Rates Constructed by Use of Combinations with Common Carrier Rates and the Split Delivery provisions in Items 232 and 172 of MRT 2, respectively, and Item 230 of the tariff specifically prohibits rerating of a component of a multiple delivery shipment over a private railhead which is not owned or leased by the party who contracted with the carrier for the performance of the transportation service. This is the basis used by the staff in its rating of these parts. Having determined that none of these shipments could be rated as two separate shipments, any other issues involving this transportation are moot.

As stated by the staff's rate expert, the total of the undercharges shown in this exhibit is \$2,292.88.

Penalty

We are of the opinion that Statewide should be directed to collect the undercharges found herein from the respondent shippers and that a fine in the amount of the undercharges plus a punitive fine of \$750 should be imposed on it. In arriving at the punitive fine, we have taken into account the assertions in Statewide's brief that any rating errors that did occur were unintentional and that the

rating of many of the shipments in issue was extremely complex. However, Statewide is placed on notice that it is a well-settled principle that a carrier has a duty to ascertain the applicable rates to be assessed and collected for any and all ratable transportation it performs and that lack of knowledge on the part of the carrier regarding proper rating procedures or reliance on a shipper for ratings are not acceptable excuses.

Findings

1. Statewide operates pursuant to a highway contract carrier permit.

2. Statewide subscribes to all applicable minimum rate tariffs and distance tables.

3. With respect to Parts 3 through 8 of Exhibit 6 (Ray), the premises occupied by Ray at Waterloo Road and Roosevelt Street in Stockton during the period covered by the staff investigation was a railhead location. Having so determined, the undercharges in each of the six parts are as follows: Part 3 - \$2.69, Part 4 - \$1.85, Part 5 - \$1.97, Part 6 - \$1.98, Part 7 - \$1.98, and Part 8 - \$1.98.

4. With respect to Parts 1 through 10 and 12 of Exhibit 9 (Gary), the copies of the bills of lading furnished to Statewide prior to the performance of the transportation covered by these parts all had the initialsVISR stamped on them by the shipper. This clearly indicated to the carrier that volume incentive service rates were requested for this transportation and complied with the requirements of paragraph (a) of Item 292 of MRT 2. In the circumstances, there are no undercharges for the transportation covered by these eleven parts.

5. Except as modified by Findings 3 and 4, the minimum rates and charges and resulting undercharges computed by the staff in Exhibits 6 (Ray), 7 (Lafayette), 8 (Capitol), 9 (Gary), and 10 (Bethlehem) are correct.



6. With the modifications referred to in Findings 3 and 4, Statewide charged less than the lawfully prescribed minimum rates in the instances set forth in the following exhibits resulting in undercharges as shown:

<u>Exhibit No.</u>	<u>Amount of Undercharges</u>
6 (Ray)	\$ 580.16
7 (Lafayette)	224.25
8 (Capitol)	420.50
9 (Gary)	412.69
10 (Bethlehem)	<u>2,292.88</u>
Total	\$3,930.48

7. Statewide has collected part of the undercharges shown in Finding 6.

Conclusions

1. Statewide violated Sections 3664, 3667, and 3737 of the Public Utilities Code.

2. Statewide should pay a fine pursuant to Section 3800 of the Public Utilities Code in the amount of \$3,930.48 and, in addition thereto, should pay a fine pursuant to Section 3774 in the amount of \$750.

3. Statewide should be directed to cease and desist from violating the rates and rules of the Commission.

O R D E R

IT IS ORDERED that:

1. Statewide Transport Service, Inc. shall pay a fine of \$750 to this Commission pursuant to Public Utilities Code Section 3774 on or before the fortieth day after the effective date of this order. Statewide Transport Service, Inc. shall pay interest at the rate of seven percent per annum on the fine; such interest is to commence upon the day the payment of the fine is delinquent.

2. Statewide Transport Service, Inc. shall pay a fine to this Commission pursuant to Public Utilities Code Section 3800 of \$3,930.48 on or before the fortieth day after the effective date of this order.


3. Statewide Transport Service, Inc. shall take such action, including legal action, as may be necessary to collect the undercharges set forth in Finding 6 and shall notify the Commission in writing upon collection.




4. Statewide Transport Service, Inc. shall proceed promptly, diligently, and in good faith to pursue all reasonable measures to collect the undercharges. In the event the undercharges ordered to be collected by paragraph 3 of this order, or any part of such undercharges, remain uncollected sixty days after the effective date of this order, respondent shall file with the Commission, on the first Monday of each month after the end of the sixty days, a report of the undercharges remaining to be collected, specifying the action taken to collect such undercharges and the result of such action, until such undercharges have been collected in full or until further order of the Commission. Failure to file any such monthly report within fifteen days after the due date shall result in the automatic suspension of Statewide Transport Service, Inc.'s operating authority until the report is filed.

5. Statewide Transport Service, Inc. shall cease and desist from charging and collecting compensation for the transportation of property or for any service in connection therewith in a lesser amount than the minimum rates and charges prescribed by this Commission.

The Executive Director of the Commission is directed to cause personal service of this order to be made upon respondent Statewide Transport Service, Inc. and to cause service by mail of this order to be made upon all other respondents. The effective date of this order as to each respondent shall be twenty days after completion of service on that respondent.

Dated at San Francisco, California, this 3rd  
day of FEBRUARY, 1976.

  
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President

  
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Commissioners

Commissioner William Symons, Jr., being necessarily absent, did not participate in the disposition of this proceeding.