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Decision 91-06-030 June 19, 1991

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Investigation on the Commission's
own motion into the operations,
rates, and practices of BUD-DEE
WHOLESALE LUMBER, INC., a California
corporation,

Respondent.

ORIGINAL

I.90-02-045

(Filed February 23, 1990)

OPINION

Bud-Dee Wholesale Lumber, Inc., (Bud-Dee or Respondent) transports property pursuant to a highway common carrier certificate and a highway contract carrier permit, both issued January 31, 1980. Its offices are in Winton. A Transportation Division investigation revealed that:

1. Bud-Dee may have provided six shippers with transportation services at rates other than its filed tariff rates, and;
2. Bud-Dee may have violated Public Utilities (PU) Code §§ 494, 702, and 5003.1.

On April 1, 1989, Transportation Division served a citation forfeiture with a \$4,500.00 fine on Bud-Dee, which denied it. The Commission on February 23, 1990, issued its investigatory order in this docket (I.90-02-045). Pursuant thereto, a settlement conference was set for May 18, 1990, but cancelled on May 15, 1990, at the request of counsel for Bud-Dee. Settlement negotiations were conducted between counsel for Bud-Dee and the Transportation Division, which resulted in a settlement of the case. The terms of the settlement are set forth in the attached stipulation, dated April 25, 1991 (Attachment A), which provides that Bud-Dee will pay \$6,000 to settle and dispose of the issues raised in I.90-02-045.

Findings of Fact

1. The stipulation is signed by counsel for Bud-Dee and for Transportation Division.
2. Transportation Division recommends the stipulation as an appropriate disposition of this proceeding.
3. The stipulation is reasonable, consistent with law, and in the public interest.

Conclusions of Law

1. The stipulation should be adopted and its provisions should be incorporated in this order.
2. This investigation should be closed.
3. Since the case is resolved by the stipulation of all parties, the following order should be effective immediately.

ORDER

IT IS ORDERED that:

1. Bud-Dee Wholesale Lumber, Inc., shall pay \$6,000 to the Commission in installments, as set forth in the attached April 25, 1991 stipulation where provisions are incorporated herein.

2. This docket is closed.

This order is effective today.

Dated June 19, 1991, at San Francisco, California.

PATRICIA M. ECKERT
President
G. MITCHELL WILK
JOHN B. OHANIAN
DANIEL Wm. FESSLER
NORMAN D. SHUMWAY
Commissioners

I CERTIFY THAT THIS DECISION
WAS APPROVED BY THE ABOVE
COMMISSIONERS TODAY

- 2 - NEAL J. SHULMAN, Executive Director

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Investigation on the Commission's own)
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INC., a California corporation.)

I.90-02-045

Respondent.)

STIPULATION FOR SETTLEMENT

THE PARTIES TO THIS PROCEEDING now pending before the Public Utilities Commission desiring to avoid the expense, inconvenience and uncertainty attendant to litigation of the issues in dispute between them have agreed upon a settlement of the said issues and desire to submit to the Public Utilities Commission this stipulation for approval and adoption as its final disposition of the matters herein.

NOW, THEREFORE, THE PARTIES DO STIPULATE AS FOLLOWS:


1. Respondent BUD-DEE WHOLESALE LUMBER, INC. (BUD-DEE) agrees to pay an amount to be deposited with the Public Utilities Commission ("Commission") in the sum of \$6,000 to settle and dispose of issues arising pursuant to Sections 1070 and 2108 of the Public Utilities Code. \$500.00 of this amount is to be paid within 30 days after issuance of the Commission's final order approving and adopting the terms of this Stipulation For Settlement as its final disposition of the matters subject to this investigation. The remaining balance of \$5,500 is to be paid in 22 consecutive monthly installments of \$250 each.
2. The staff of the Public Utilities Commission, specifically the Compliance and Enforcement Branch of the Transportation Division, agrees with the terms of this stipulation and recommends to the Commission that these terms be accepted, that this proceeding known as I.90-02-045 be terminated, that the respondent in I.90-02-045 shall henceforth not be subject to any future actions or investigations for punitive sanctions or fines

arising from transportation performed by BUD-DEE WHOLESALE LUMBER, INC. to and including the date of this Stipulation, and be relieved of liability for the payment of any fines other than those specifically agreed to be paid in this stipulation.


3. The parties enter into this agreement freely and voluntarily.

4. It is understood and agreed that the terms herein are binding when approved by the Commission.

Dated: 4-25-91



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(END OF ATTACHMENT A)