

Mailed

DEC 18 1991

Decision 91-12-038 December 18, 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 J. Robinson Trucking, Inc., a California corporation, Granite Construction Company, a California corporation, as shipper respondent,

ORIGINAL

I.90-12-008 (Filed December 6, 1990)

Respondents.

ORDER CLOSING DOCKET

J. Robinson Trucking, Inc. (Robinson) is a California corporation with offices in Manteca. It transports property over the highways for compensation, operating pursuant to highway contract carrier, dump truck carrier, and agricultural carrier permits, issued September 5, 1985 in File T-149,538.

Granite Construction Company (Granite) of Watsonville has received services from Robinson in the form of transportation of property over the highways.

A Transportation Division investigation indicates that Robinson may have provided to Granite transportation services for compensation at rates less than the minimum rates established in Minimum Rate Tariff 7-A. In so doing Robinson may have violated certain sections of the Public Utilities (PU) Code. The investigation also indicated that Granite may have received services from Robinson at rates less than the minimum rates in Minimum Rate Tariff 7-A.

On December 6, 1990, the Commission issued an Order Instituting Investigation in this proceeding to inquire into the matters comprehended by the Transportation Division investigation. A prehearing conference was held May 3, 1991, in which settlement talks between the parties occurred. Further negotiations by

The Transportation Division agrees with the terms of the stipulation and recommends to the Commission that those terms be accepted and the investigation proceeding be terminated. The Transportation Division also agrees that respondent shall not be subject to any further undercharges, sanctions, or fines arising from transportation performed by Robinson to and including the date of the stipulation and that Robinson and Granite be relieved of liability for the payment of any amounts other than those specifically agreed to be paid in the stipulation.

Findings of Fact

1. The stipulation is reasonable, consistent with law, and in the public interest.
2. The stipulation is recommended by the Transportation Division.
3. The stipulation is uncontested.

Conclusions of Law

1. The stipulation should be adopted.
2. Since this matter is resolved by stipulation, the following order should be effective immediately.

IT IS ORDERED that:

1. J. Robinson Trucking, Inc. (Robinson) shall pay an amount to be deposited with the Public Utilities Commission in the sum of \$17,500 to resolve issues arising under Public Utilities (PU) Code § 3774. This amount shall be paid within 30 days after the effective date of this order.

2. Granite Construction Company (Granite) shall pay \$170,000 to Robinson and Robinson shall pay the sum of \$170,000 to the Commission pursuant to PU Code § 3800. This amount shall be paid by Granite to Robinson within 30 days after the effective date of this order.

3. Granite shall pay \$42,865 directly to the Commission to resolve issues in this proceeding. This amount shall be paid within 30 days after the effective date of this order.

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Investigation on the Commission's own
 motion into the operations, rates and
 practice of J. Robinson Trucking,
 Inc., a California corporation,
 Granite Construction Company, a
 California corporation, as Shipper
 Respondent,
 Respondents.

I.90-12-008

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.

In addition, since this STIPULATION represents a compromise by the Parties, the Parties have entered into it on the basis that the Commission's adoption of said STIPULATION not be construed as an admission or concession by any party regarding the facts or law in dispute in this proceeding. Furthermore, it is the intent and understanding of the parties that Commission adoption of this STIPULATION will not be construed as a precedent or policy statement of any kind for or against the Parties in any current or future proceeding, and that the provisions of Rule 51.9 of the Commission's Rules of Practice and Procedure relating to inadmissibility in evidentiary proceedings of admissions, concessions, or offers to stipulate or settle be incorporated by reference and applicable to this stipulation.

NOW, THEREFORE, THE PARTIES DO STIPULATE AS FOLLOWS:

1. Respondent J. Robinson Trucking, Inc. (Robinson) agrees to pay an amount to be deposited with the Public Utilities Commission ("Commission") in the sum of \$17,500 to resolve issues

Mailed

DEC 18 1991

Decision 91-12-038 December 18, 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 J. Robinson Trucking, Inc., a California corporation, Granite Construction Company, a California corporation, as shipper respondent, Respondents.

ORIGINAL

I.90-12-008 (Filed December 6, 1990)

ORDER CLOSING DOCKET

J. Robinson Trucking, Inc. (Robinson) is a California corporation with offices in Manteca. It transports property over the highways for compensation, operating pursuant to highway contract carrier, dump truck carrier, and agricultural carrier permits, issued September 5, 1985 in File T-149,538.

Granite Construction Company (Granite) of Watsonville has received services from Robinson in the form of transportation of property over the highways.

A Transportation Division investigation indicates that Robinson may have provided to Granite transportation services for compensation at rates less than the minimum rates established in Minimum Rate Tariff 7-A. In so doing Robinson may have violated certain sections of the Public Utilities (PU) Code. The investigation also indicated that Granite may have received services from Robinson at rates less than the minimum rates in Minimum Rate Tariff 7-A.

On December 6, 1990, the Commission issued an Order Instituting Investigation in this proceeding to inquire into the matters comprehended by the Transportation Division investigation. A prehearing conference was held May 3, 1991, in which settlement talks between the parties occurred. Further negotiations by

telephone and mail resulted in a settlement of the issues in this case, which is represented by a written Stipulation for Settlement, dated November 22, 1991, and signed by all parties. A copy of the settlement agreement is appended hereto.

In full settlement of the issues in dispute in this proceeding, Robinson agrees to pay an amount to be deposited with the Commission in the sum of \$17,500 to resolve issues arising under PU Code § 3774. This amount is to be paid within 30 days after issuance of the Commission's final order approving and adopting the terms of the stipulation for settlement as its final disposition of the matters subject to this investigation proceeding.

Granite agrees to pay \$170,000 to Robinson and Robinson agrees to pay the sum of \$170,000 to the Commission under PU Code § 3800. This amount is to be paid by Granite to Robinson 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 proceeding.

Granite further agrees to pay \$42,865 directly to the Commission to resolve issues in this proceeding. This amount is to be paid within 30 days after the issuance of the Commission's final order approving and adopting the terms of the stipulation for settlement as its final disposition of the matters subject to this investigation.

If for some reason the amount of \$170,000 is not paid to Robinson, Robinson agrees to take all reasonable steps, including legal action if necessary, to collect the amount of \$170,000 for the transportation of property for Granite and to pay the sum of \$170,000 to the Public Utilities Commission.

The Transportation Division agrees with the terms of the stipulation and recommends to the Commission that those terms be accepted and the investigation proceeding be terminated. The Transportation Division also agrees that respondent shall not be subject to any further undercharges, sanctions, or fines arising from transportation performed by Robinson to and including the date of the stipulation and that Robinson and Granite be relieved of liability for the payment of any amounts other than those specifically agreed to be paid in the stipulation.

Findings of Fact

1. The stipulation is reasonable, consistent with law, and in the public interest.
2. The stipulation is recommended by the Transportation Division.
3. The stipulation is uncontested.

Conclusions of Law

1. The stipulation should be adopted.
2. Since this matter is resolved by stipulation, the following order should be effective immediately.

IT IS ORDERED that:

1. J. Robinson Trucking, Inc. (Robinson) shall pay an amount to be deposited with the Public Utilities Commission in the sum of \$17,500 to resolve issues arising under Public Utilities (PU) Code § 3774. This amount shall be paid within 30 days after the effective date of this order.

2. Granite Construction Company (Granite) shall pay \$170,000 to Robinson and Robinson shall pay the sum of \$170,000 to the Commission pursuant to PU Code § 3800. This amount shall be paid by Granite to Robinson within 30 days after the effective date of this order.

3. Granite shall pay \$42,865 directly to the Commission to resolve issues in this proceeding. This amount shall be paid within 30 days after the effective date of this order.

4. If for some reason the amount of \$170,000 is not paid by Granite to Robinson, Robinson shall take all reasonable steps, including legal action if necessary, to collect the \$170,000 for the transportation of property for Granite and to pay such sum to the Commission.

5. Robinson and Granite shall henceforth not be subject to any further undercharges, sanctions, or fines arising from transportation performed by Robinson to and including the date of the stipulation and they are relieved of liability for the payment of any amounts other than those specifically agreed to be paid in the stipulation.

6. This investigation is terminated and this docket is closed.

This order is effective today.

Dated December 18, 1991, at San Francisco, California.

PATRICIA M. ECKERT
President
JOHN B. OHANIAN
DANIEL W. FESSLER
NORMAN D. SHUMWAY
Commissioners

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

Neal J. Schulman
NEAL J. SCHULMAN, Executive Director

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Investigation on the Commission's own
 motion into the operations, rates and
 practice of J. Robinson Trucking,
 Inc., a California corporation,
 Granite Construction Company, a
 California corporation, as Shipper
 Respondent,
 Respondents.

I.90-12-008

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.

In addition, since this STIPULATION represents a compromise by the Parties, the Parties have entered into it on the basis that the Commission's adoption of said STIPULATION not be construed as an admission or concession by any party regarding the facts or law in dispute in this proceeding. Furthermore, it is the intent and understanding of the parties that Commission adoption of this STIPULATION will not be construed as a precedent or policy statement of any kind for or against the Parties in any current or future proceeding, and that the provisions of Rule 51.9 of the Commission's Rules of Practice and Procedure relating to inadmissibility in evidentiary proceedings of admissions, concessions, or offers to stipulate or settle be incorporated by reference and applicable to this stipulation.

NOW, THEREFORE, THE PARTIES DO STIPULATE AS FOLLOWS:

1. Respondent J. Robinson Trucking, Inc. (Robinson) agrees to pay an amount to be deposited with the Public Utilities Commission ("Commission") in the sum of \$17,500 to resolve issues

arising pursuant to Sections 3774 of the Public Utilities Code. This amount is to be paid within 30 days after issuance of the Commission's final order approving and adopting the terms of the Stipulation For Settlement as its final disposition of the matters subject to this Investigation.

2. Respondent Granite Construction Company (Granite) agrees to pay \$170,000 to Respondent Robinson and Respondent Robinson agrees to pay a sum of \$170,000 to the Commission pursuant to Section 3800 of the Public Utilities Code. This amount is to be paid by Granite to Robinson 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.

3. Respondent Granite further agrees to pay \$42,865 directly to the Commission to resolve issues in the proceeding. This amount is to be paid within 30 days after the 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.

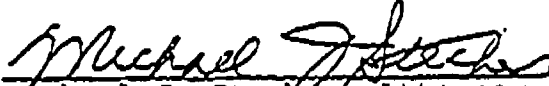
4. If for some reason the amount of \$170,000 is not paid Robinson, respondent Robinson agrees to take all reasonable steps including legal action if necessary to collect the amount of \$170,000 for the transportation of property for the shipper respondent Granite in this proceeding and to pay a sum of \$170,000 to the Public Utilities Commission.

5. 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.90-12-008 be terminated, that the respondents in I.90-12-008 shall henceforth not be subject to any future undercharges, sanctions or fines arising from transportation performed by Robinson to and including the date of this Stipulation, and be relieved of liability for the payment of any amounts other than those specifically agreed to be paid in this stipulation.

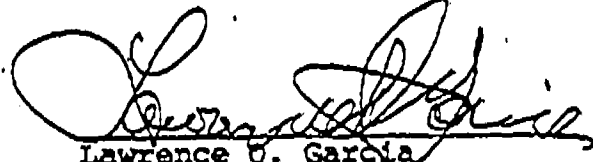
6. The parties enter into this agreement freely and voluntarily.

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

Dated: Nov. 22, 1991



Michael J. Stecher, Attorney at Law
Counsel for Granite Construction Co.
Silver, Rosen, Fisher & Stecher
88 Kearny St., Suite 1310
San Francisco, CA 94108



Lawrence Q. Garcia
Attorney at Law
Counsel for Compliance
and Enforcement Branch
of Transportation Division



J. Robinson Trucking, Inc.