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Decision 92-01-005 January 10, 1992

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Investigation on the Commission's
own motion into the operations,
rates, and practices of Brian E.
Oakley and Denise M. Oakley, a part-
nership dba Ukiah Timber Products,
Oaknoll Forest Products, a California
corporation, and Burgess Lumber Co.,
a California corporation, as Shipper
Respondents.

ORIGINAL

I.89-04-052
(Filed April 26, 1989)

O P I N I O N

Brian E. Oakley and Denise M. Oakley, a partnership dba Ukiah Timber Products (Ukiah), transport property over the highways pursuant to a highway contract carrier permit, issued February 8, 1983. Oaknoll Investment Corporation, dba Martin Forest Products, (Oaknoll) and Burgess Lumber Co. (Burgess) are shippers for whom Ukiah has provided transportation services.

A Transportation Division investigation revealed that in providing transportation services to Oaknoll and Burgess the carrier may have violated certain provisions of the Public Utilities Code. An undercharge citation and a citation forfeiture were served on Ukiah on August 15, 1988, which it denied, resulting in the issuance of the Order Instituting Investigation (OII).

Prehearing conferences were held on July 5, 1989, and June 1, 1990, at which settlement talks were conducted. Further negotiations by telephone and mail resulted in the submission of a Stipulation for Settlement, signed by counsel for Ukiah and for the Transportation Division on November 1, 1991. A separate Stipulation was signed by A. L. Burgess and counsel for the Transportation Division on November 7, 1991.

In full settlement of the issues raised by the OII, Ukiah agrees to pay \$5,000, pursuant to Public Utilities (PU) Code Section 3774, in twenty (20) consecutive monthly installments of \$250 each beginning 30 days after the issuance of the Commission's final order approving and adopting the Stipulation as a final disposition of the matters subject to this investigation. The Transportation Division recommends that the Stipulation be approved and adopted. A copy of the Stipulation is appended.¹

In full settlement of the issues raised by the OII, Burgess agrees to pay \$8,935.09 directly to the Commission to settle issues relating to PU Code Sections 3800 in seventeen (17) consecutive monthly installments of \$500 each and one final installment of \$435.09, beginning 30 days after the issuance of the Commission's final order approving and adopting the Stipulation as a final disposition of the matters subject to this investigation. The Transportation Division recommends that the Stipulation be approved and adopted. A copy of the Stipulation is appended.

Findings of Fact

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

Conclusions of Law

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

¹ As noted in the Stipulation, \$1,157.42 has been collected from shipper-respondent Oaknoll Forest Products and remitted to the Commission.

O R D E R

IT IS ORDERED that:

1. Brian E. Oakley and Denise M. Oakley, dba Ukiah Timber Products (Ukiah), shall pay the sum of \$5,000 to the Commission in twenty (20) consecutive monthly installments of \$250 each. The first installment is due 30 days after the date of this order.

2. Burgess Lumber Co. (Burgess) shall pay the sum of \$8,935.09 directly to the Commission in seventeen (17) monthly installments of \$500 each and one final installment of \$435.09. The first installment is due 30 days after the date of this order.

3. Ukiah and Burgess shall henceforth not be subject to any future sanctions or fines arising out of transportation performed by Ukiah for Burgess to and including the dates of their respective Stipulations for Settlement, and they are relieved of liability for the payment of any amounts other than those specifically agreed to be paid in their respective Stipulations.

4. This investigation is terminated and the docket is closed.

This order is effective today.

Dated January 10, 1992, at San Francisco, California.

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

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

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NEAL J. SHULMAN, Executive Director

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Investigation on the Commission's own)
motion into the operations, rates, and)
practices of Brian E. Oakley and Denise)
M. Oakley a partnership dba Ukiah)
Timber Products, Oaknoll Investment)
Corporation dba Martin Forest Products,)
a California corporation and Burgess)
Lumber Co., a California corporation,)
as shipper Respondents.)
_____)
)
)

I. 89-04-052

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

I. 89-04-052 /ALJ/RTB/

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.

NOW, THEREFORE, THE PARTIES DO STIPULATE AS FOLLOWS:

1. Respondents Brian E. Oakley and Denise M. Oakley dba Ukiah Timber Products (Ukiah) agree to pay an amount to be deposited with the Public Utilities Commission ("Commission") in the sum of \$ 5,000 pursuant to Section 3774 of the Public Utilities Code. This amount is to be paid in twenty (20) consecutive monthly installments of \$ 250, the first installment due 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.

2. Respondent Ukiah agrees to take all reasonable steps including legal action if necessary to collect undercharges in the amount of \$ 10,092.51 for the transportation of property for two shipper respondents in this proceeding and to pay a sum of \$ 10,092.51 to the Public Utilities Commission pursuant to Section 3800. \$ 1,157.42 of this amount has been collected from one shipper respondent and and remitted to the Commission.

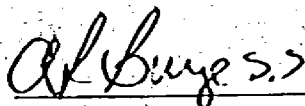
I. 89-04-052 /ALJ/RTB/

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

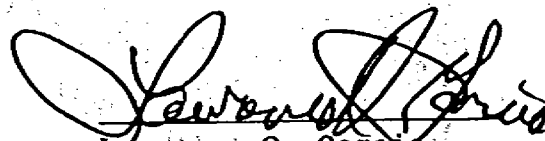
4. It is understood and agreed that the terms herein are binding when approved by the Commission.

Dated:

NOV. 7, 1991



A. L. Burgess
Authorized Representative
Burgess Lumber Co.
8800 West Road
Redwood Valley, CA 95470



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

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Investigation on the Commission's own)
motion into the operations and)
practices of Brian E. Oakley and Denise)
M. Oakley, a partnership dba Ukiah)
Timber Products, Oaknoll Investment)
Corporation dba Martin Forest Products,)
a California corporation and Burgess)
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as shipper Respondents.)

I. 89-04-052

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.

I. 89-04-062 /ALJ/RTB/

NOW, THEREFORE, THE PARTIES DO STIPULATE AS FOLLOWS:

1. Respondent Burgess Lumber Co. (Burgess) agrees to pay \$ 8,936.09 directly to the Commission to settle issues relating to Section 3800 of the Public Utilities Code in lieu of payment through respondent Ukiah. This amount may be paid in eighteen consecutive monthly installments, the first seventeen in the amount of \$ 500 and the final one in the amount of \$ 435.09. The first installment is due 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.

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. 89-04-052 be terminated, that the respondent in I. 89-04-052 shall henceforth not be subject to any future sanctions or fines arising from transportation performed by Ukiah for the shipper respondent to and including the date of this Stipulation, and be relieved of liability for the payment of any amount other than than that specifically agreed to be paid in this stipulation.

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3. It is hereby acknowledged that Oaknoll Investment Corporation dba Martin Forest Product has paid the sum of \$ 1,167.42 to the Commission in settlement of the issues relating to Section 3800 of the Public Utilities Code.

4. 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. 89-04-052 be terminated, that all respondents in I. 89-04-052 shall henceforth not be subject to any future undercharges, sanctions, or fines arising from transportation performed by Ukiash for the shipper respondents 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.

I. 89-04-052 /ALJ/RTB/

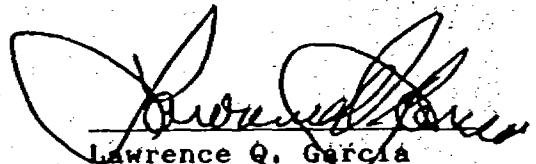
5. The parties enter into this agreement freely and voluntarily.

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

Dated: *November 1, 1991*



Ronald C. Chauvel, Attorney at Law
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