

JUN 3 1992

Decision 92-06-002 June 3, 1992

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Investigation on the Commission's own  
 motion into the operations, rates, and  
 practices of KLX, Inc. a California  
 corporation, and Western Commerce  
 Corporation, Siskiyou Forest Products  
 and J. H. Blevins Co., California  
 corporations, as Shipper Respondents,  
 Respondents.

ORIGINAL

I.90-02-012  
(Filed February 7, 1990)

O P I N I O N

KLX, Inc. (KLX), headquartered in Visalia, transports property over the highways of this state for compensation. KLX operates pursuant to a highway common carrier certificate and highway contract and agricultural carrier permits.

A Transportation Division investigation indicates that KLX provided transportation services to Western Commerce Corporation, Siskiyou Forest Products, and J. H. Blevins Co., all California corporations. In doing so, KLX allegedly charged and collected rates less than the applicable rates, in violation of Public Utilities (PU) Code § 494.

On April 6, 1989, Transportation Division served an undercharge citation and a citation forfeiture, with fines of \$8,963.10 and \$1,500, respectively, on KLX, which denied the citations.

The Order Instituting Investigation was duly served on KLX and shippers. A prehearing conference was set for April 13, 1990, but it was removed from calendar at the request of counsel for KLX. Another prehearing conference was set for August 10, 1990, at which time counsel for KLX entered into settlement negotiations with the Transportation Division. Thereafter, further negotiations were conducted by telephone and letter, which resulted

in the signing of a stipulation for settlement dated April 1, 1992. The stipulation is signed by counsel for KLX and for the Transportation Division.

The stipulation provides that KLX will pay \$750, pursuant to PU Code § 1070. This amount is to be paid within 30 days after the Commission issues an order approving and adopting the terms of the stipulation. KLX also agrees to take all reasonable steps, including legal action, if necessary, to collect undercharges in the amount of \$676.82 for the transportation of property for shipper Siskiyou Forest Products. It further agrees to pay the sum of \$676.82 to the Commission, pursuant to PU Code § 2100. This amount is to be paid within 60 days after the Commission issues its order approving and adopting the terms of the stipulation.

The Transportation Division agrees with the terms of the stipulation and recommends to the Commission that those terms be accepted, that the proceeding be terminated, and that the respondent should henceforth not be subject to any further sanctions or fines arising from transportation performed by KLX to and including the date of the stipulation. It further agrees that the respondent should be relieved of liability for the payment of any amounts other than those specifically agreed to be paid in the stipulation. A copy of the stipulation is appended to this decision.

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 the case is resolved by stipulation, the following order should be effective immediately.

O R D E R

IT IS ORDERED that:

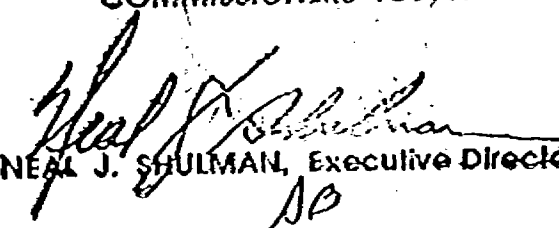
1. KLX, Inc. (KLX) shall pay \$750 to the Commission, pursuant to Public Utilities (PU) Code § 1070. This amount shall be paid within 30 days after the issuance of this order.
2. KLX, Inc. shall take all reasonable steps, including legal action, if necessary, to collect undercharges in the amount of \$676.82 from Siskiyou Forest Products. KLX shall pay the sum of \$676.82 to the Commission, pursuant to PU Code § 2100. KLX shall pay the sum of \$676.82 to the Commission within 60 days after the date of issuance of this decision.
3. Upon payment in full of the amounts ordered above, KLX shall thenceforth not be subject to any further sanctions or fines arising from transportation performed by it to and including the date of the stipulation; and KLX shall be relieved of liability for the payment of any amounts other than those amounts specifically agreed to be paid in the stipulation.
4. This investigation is terminated and the docket is closed.

This order is effective today.

Dated June 3, 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

  
NEAL J. SHULMAN, Executive Director

ATTACHMENT  
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BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

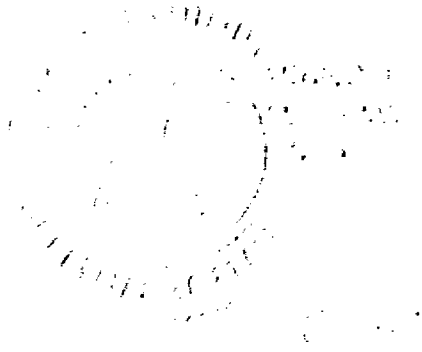
Investigation on the Commission's own )  
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practices of KLX, INC. a California )  
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Corporation, Siskiyou Forest Products )  
and J. H. Blevins Co., California )  
corporations, as Shipper Respondents, )

I. 90-02-012

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.



NOW, THEREFORE, THE PARTIES DO STIPULATE AS FOLLOWS:

1. Respondent KLX, Inc. (KLX) agrees to pay an amount to be deposited with the Public Utilities Commission ("Commission") in the sum of \$ 750 pursuant to Section 1070 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 this Stipulation For Settlement as its final disposition of the matters subject to this investigation.

2. Respondent KLX, Inc. agrees to take all reasonable steps including legal action if necessary to collect undercharges in the amount of \$ 676.82 for the transportation of property for shipper respondent Siskiyou Forest Products in this proceeding and to pay a sum of \$ 676.82 to the Public Utilities Commission pursuant to Section 2100 of the Public Utilities Code. This amount is to be paid within 60 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.

I. 90-02-012 /ALJ/RTB/tcg

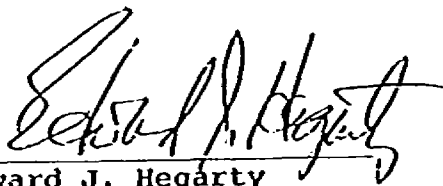
ATTACHMENT  
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3. The staff of the Public Utilities Commission, specifically the Compliance and Enforcement Branch of the Transportation Division, agrees with the terms of this stipulation and recommends to the Commission that these terms be accepted, that this proceeding known as I. 90-02-012 be terminated, that the respondents in I. 90-02-012 shall henceforth not be subject to any future sanctions or fines arising from transportation performed by KLX 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.

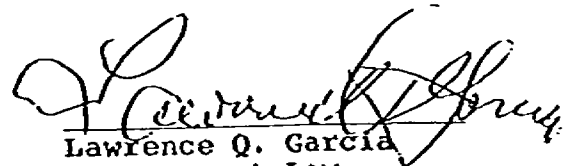
4. The parties enter into this agreement freely and voluntarily.

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

Dated: April 1, 1992



Edward J. Hegarty  
Attorney at Law  
Counsel for KLX, INC.  
P.O. Box 699  
Orinda, CA 94563



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

(END OF ATTACHMENT)