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Decision 96-02-020 January 7, 1996

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
INVESTIGATION ON THE COMMISSION'S OWN MOTION INTO THE OPERATIONS, RATES AND PRACTICES OF CRESCE

NT TRUCK LINES, INC. (T-154,407) AND ITS SISTER COMPANY NO. 33 FOR INVESTIGATION FOR NONCOMPLIANCE WITH THE COMMISSION'S ORDER TO SHOW CAUSE WHY CRESCE

NT TRUCK LINES, INC. TARIFFS 20-4 (FILED NOVEMBER 23, 1992) AND ITEM 320-28, IN WESTERN MOTOR TARIFF BUREAU TARIFF 570-A, CA PUC, SHOULD NOT BE CANCELED. THE COMMISSION'S DECISION TO CANCEL THESE TARIFFS IS SET ASIDE.

Crescent Truck Lines, Inc., et al. (D. 96-02-020, D. 96-02-023, and General Order 380-02-020, Complainant,

Athenes Transportation System, Inc., et al. (Case 93-12-048, Filed December 23, 1993)

Summary This decision approves the five stipulations for settlement that were entered into by twenty of the named defendants, and the Commission's Safety and Enforcement Division (S&E) staff and Crescent Truck Lines, Inc. (Crescent or respondent). Crescent is the complainant in Case (C.) 93-12-048, and the respondent named in Order Instituting Investigation (OII or

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O P I N I O N The Safety and Enforcement Division (S&E) staff and Crescent have filed a joint stipulation for settlement that was entered into by twenty of the named defendants, and the Commission's Safety and Enforcement Division (S&E) staff and Crescent Truck Lines, Inc. (Crescent or respondent). Crescent is the complainant in Case (C.) 93-12-048, and the respondent named in Order Instituting Investigation (OII or

Footnote: The Safety and Enforcement Division was previously known as the Transportation Division. The staff had submitted pleadings under those two names as well as on behalf of the California Public Utilities Commission, requiring only one name on all documents.

I.) 92-11-028. The decision also grants the motions to dismiss filed by the other defendants who were not signatories to the stipulations for settlement.

Background

On November 23, 1992, the Commission opened I.92-11-028 into the operations, rates, and practices of Crescent and an order to show cause why certain tariffs of the respondent should not be canceled. Attached to the OII was the declaration of Daniel Callaghan, a Supervising Transportation Rate Expert with the tariffs section of the S&B staff. The declaration alleges that Crescent failed to comply with Decision (D.) 90-02-021 (35 CPUC 2d at 307), D.90-07-023, and General Order (GO) 80-C and 147-C. D.90-02-021 required all carriers to remove shipper-specific and write-in tariffs on the basis that they were discriminatory, while D.90-07-023 extended the time in which carriers had to remove these tariffs. (35 CPUC 2d at p. 389; D.90-07-023.)²

Several meetings occurred between S&B and Crescent in unsuccessful attempts to settle the OII. At the prehearing conference (PHC) on September 16, 1993, Crescent raised the claim of being singled out for an enforcement proceeding when the same type of violations were not pursued against other carriers. (PHC Reporter's Transcript (R.T.) p. 4.) Crescent then deposed the S&B staff. In that deposition, staff witness Callaghan stated that he estimated "...more than 2,200 carriers were in violation of the write-in and shipper-specific discount provisions of D.90-02-021." (PHC R.T. p. 48.)

On December 23, 1993, Crescent filed a complaint case, C.93-12-048, against 41 carriers who, according to Crescent, had

² Shipper-specific tariffs are written in a way that restricts the application of the rate to a specific shipper. Write-in tariffs allow a shipper to make certain references on the shipping documents so as to qualify the shipper for shipper-specific rates.

similar tariffs to those of Crescent that were questioned in I.92-11-028, so Crescent seeks to have the same mandates for rerating and restitution placed on those carriers as are mentioned for both Crescent (in I.92-11-028), as Crescent's complaint requests, that C.93-12-028 be consolidated with C.93-12-048.

On August 15, 1994, S&B filed a notice of participation in C.93-12-048, and on August 22, 1994, S&B filed a motion to consolidate I.92-11-028 with C.93-12-048. In all of the responses to the motion opposed to the consolidation, it is asserted that all of the 41 carriers involved in the case have agreed to the proposed tariff. Answers to Crescent's complaint were filed by 26 of the 41 carriers. They assert, among other things, a lack of standing on the part of Crescent to file a complaint and the failure of state acts sufficient to support a cause of action. Other defendants filed motions to dismiss the above complaints against them: on February 1, 1994, Giannona Transport & Leasing (Giannona); on February 3, 1994, Viking Freight System Inc. (Viking); on February 3, 1994, ConWay Western Express Inc. (Con-Way); on February 15, 1994, California Cartage Company Inc. (California Cartage); Co&M Transportation, Condor Freight Lines Inc. (Condor), Merchants of California; Qwikway Trucking Company Inc. (Qwikway); Roy Miller Freight Lines, Inc. (Roy Miller); Simon Trucking Inc. (Simon); and Ventura Transfer Company (Ventura) (Transfer); on March 1, 1994, Cal-Pacific Truck Lines Inc. (Cal-Pacific); on March 4, 1994, G.I. Trucking Company (G.I. Trucking); TNT Reddaway Truck Lines Inc. (TNT Reddaway); TNT Bestway Transportation Inc. (TNT Bestway); and Bay Area Los Angeles Express, Inc. (BALA Express); and on March 24, 1994, Willig Freight Lines (Willig).

In Crescent's response to the motion to dismiss filed by G.I. Trucking Company et al., Crescent attached an exhibit listing at least one alleged questionable tariff for each of the carriers it made a defendant. (See Exhibit 1.)

at Crescent subsequently moved to dismiss eight of the nine defendants.² In D:94-10-064, the Commission granted Crescent's motion to dismiss B&G Trucking, Inc., California Auto Transport, Inc., Cal-Pacific, Giannona, Great American Transport, Inc., Hollywood Delivery Service, Simon, and US Go! Delivery Services, Inc. as defendants in C.93-12-048. It held that there was no

on October 14, 1994, a stipulation for settlement filed between S&B, Crescent, and ten of the carriers named as defendants by Crescent was filed.³ The stipulation for settlement agreed that the offending tariffs of all the stipulating carriers would be removed within 30 days; that the stipulating parties would endeavor to seek modification of D:90-02-021 to more specifically describe shipper-specific rates and tariffs that are prohibited; that no undercharges and overcharges based on shipper-specific tariffs were inconsistent with D:90-02-021; and that the carriers agreed not to bring any undercharge action against any shipper based on any and all written tariff provision, non-notation provision, or shippers' own specific tariff provision. The stipulation also provides that if an overcharge action is commenced in any court, the carriers to the stipulation would file a motion to transfer such an action to the Commission for an order denying such claim. The stipulation also provides that I.92-11-028 would be dismissed, (as would C.93-12-048) as to all carriers who joined in the stipulation. A copy of the stipulation is attached as Appendix A to ALJ Memorandum No. 1 (Cal-Basic).

THE ADMINISTRATIVE LAW JUDGE (ALJ) ruling dated October 12, 1994, comments (regarding the October 14, 1994 filing) before Blue Streak Express, Inc. (BSE) and before Wade Transportation Co., Inc. (WTC) before Best Express, Inc. (BEI) and before Blue Streak Express, Inc. (BSE) before Bulk Cement Transportation, Inc. (BCT) before Senator Bulk Transport Inc. (SBI) before Skaggs Bulk Cement Transportation, Inc. (SBC) before West Coast Intermodal Inc. (also known as Fleet Transport Co., Inc.).

2. The ten carriers who signed the stipulation are: Best Overnight Express, Blue Streak Transportation, Carpinteria Motor Transport, DiSalvo Trucking Company, Everitt Trucking, Matheson's Fast Freight Inc., Senator Bulk Transport Inc., Skaggs Bulk Cement Transportation, Wade Transportation Co., Inc., and West Coast Intermodal Inc. (also known as Fleet Transport Co., Inc.).

stipulation for settlement were solicited. Comments were also filed solicited on what if any effect the Trucking Industry Reform Act of 1994 should have on I.92-11-028 and C.93-12-048. At the hearing on August 31, 1995, a stipulation for settlement between the S&B staff and Viking was filed. Crescent was also a party to the agreement. The stipulation provides that Crescent will request the dismissal of all claims against Viking in C.93-12-048; that Viking agrees to withdraw its motion to dismiss filed in C.93-12-048; that Viking agrees to waive and not pursue any and all undercharge damage claims that it has or might claim to have as a result of the past use of shipper annotated tariffs; and that S&B will not take any action against Viking in connection with the undercharge claims.

On August 13, 1995, a stipulation for settlement between the S&B staff and Willig was filed. Crescent was also a party to the agreement. The stipulation provides that Crescent will request the dismissal of all claims against Willig in C.93-12-048; that Willig agrees to withdraw its motion to dismiss filed in C.93-12-048; that Willig agrees to waive and not pursue any and all undercharge damage claims that it has or might claim to have as a result of the past use of shipper annotated tariffs; and that S&B will not take any action against Willig in connection with the undercharge claims.⁴ On August 7, 1995, Crescent filed its request for dismissal of claims against Willig in accordance with the stipulation for settlement. I grant that motion and issue a final decision over I.92-11-028, C.93-12-048.

On September 15, 1995, a stipulation for settlement was filed between the S&B staff and Con-Way. Crescent was also a party to the agreement. The stipulation provides that Crescent will file a brief challenging the New York Motor Carrier Regulation, Con-Way, California, C.93-12-048, to another benefit.

⁴ The ruling inadvertently failed to reference the Federal Aviation Administration Reauthorization Act of 1994, Public Law 103-105, which is the legislation that preempts the states from enacting or enforcing laws or regulations related to the price, route or service of motor carriers transporting property.

will request dismissal of all claims against Con-Way in C.93-12-048, that Con-Way agrees to withdraw its motion to dismiss filed in C.93-12-048, that Con-Way agrees to waive and not pursue to any and all undercharge claims it has, or might, claim to have as a result of the past use of shipper annotated tariffs, and that S&B will not take any action against Willig in connection with the undercharge claims. In accordance with the stipulation, Crescent has also filed a request for dismissal of the claims against Con-Way on September 15, 1995. It has been during the course of review of records privately

On January 26, 1996, a stipulation for settlement between the S&B staff, Crescent, California Cartage, Ci & M Transportation, Condor, Merchants of California, Qwikway, Roy Miller, and Ventura Transfer was filed. The stipulation provides that Crescent will request dismissal of all claims against the seven aforementioned defendants, and that the defendants agree to withdraw their motions to dismiss filed in C.93-12-048. The seven defendants also agree to waive and not pursue any and all undercharge claims that they may have or might claim to have as a result of the past use of shipper annotated tariffs. S&B agrees to not take any action against the seven named defendants in connection with the undercharge claims.

Stipulations for Settlement (in parentheses in original document) are as follows:

As to Positions of The Parties, the parties, to wit, S&B staff, Crescent, and 20 of the named defendants in C.93-12-048, have entered into stipulations regarding I.92-11-028 and C.93-12-048. Of the 20 defendants who entered into the stipulations, ten of those defendants, Viking, Willig, Con-Way, Condor, California Cartage, Ci & M Transportation, Condor, Merchants of California, Qwikway, Roy Miller, and Ventura Transfer, had also filed motions to dismiss C.93-12-048.

In an ALJ ruling dated October 12, 1994, parties were given the opportunity to file comments on the October 4, 1994 stipulation for settlement. A copy of the comments filed at docket 801-103-001 is attached hereto. The parties have agreed to waive their right to file comments on the stipulation for settlement.

Comments in response to the October 12, 1994 ruling were filed by the following entities: Pearson Trucking & Rigging, Inc. (Pearson Trucking), Con-Way, TNT Bestway, TNT Reddaway, Qwikway Trucking, and B&A Express. Viking, G&M Transportation, Ventura Transfer, Condor, Qwikway, California Cartage, Roy Miller, rebo no Merchants of California, and Crawford Trucking, and S&B. No replies to the comments were filed by Crescent, Viking,⁵ and S&B.

Pearson Trucking comments that it is not a participant in the successor tariff to former Western Motor Tariff Bureau Tariff Item 320-28, and that it was not a participant in Item 320-28 prior to the tariff change. Pearson Trucking also states that it was not a participant in any of Crescent's tariffs, and has not made or offered or used any so-called discount rates which are the subject of I.92-11-028 and C.93-12-048. Pearson Trucking comments that the investigation and the complaint should be dismissed and in any event, Pearson Trucking should be dismissed since it has not participated.

Con-Way states that the federal legislation, and the Commission's subsequent adoption of Resolution TEA-2 on October 26, 1994, which directs the staff not to enforce any requirements which are related to prices, routes, and service of motor carriers of property, has in effect preempted the states from any economic regulation of motor carriers. Thus, the tariff regulations which form the basis of I.92-11-028 and C.93-12-048 are no longer enforceable against the carriers by the Commission, and the only provisions of the stipulation are ineffective and meaningless.

Con-Way also comments that the stipulation attempts to grant the Commission exclusive jurisdiction over potential

or future enforcement action to parties other than the parties involved in the original proceeding.

The comments and reply to comments filed by Viking are not discussed here because of Viking's subsequent stipulation for settlement. Viking's initial comments had indicated that it was willing to enter into a separate stipulation, which is nearly identical to the stipulation that it filed on May 3, 1995, in proceeding

overcharge claims, which conflicts with the provisions of Public Utilities (P.U.) Code § 737. Con-Way also believes that the language in the stipulation that "all participating carriers shall file any and all motions to transfer such action to the Commission for it an order denying such claim in furtherance of its exclusive general jurisdiction over such matters suggests that by approving the above stipulation, the Commission is agreeing to deny all such claims in the future." Con-Way contends that the Commission cannot decide those types of claims in advance because none of those potential claims are before the Commission at this time. In its bns 88-083 motion now TNT Bestway and the three other carriers contend that it is the Federal Aviation Administration Reauthorization Act of 1994 and not the Trucking Industry Regulatory Reform Act of 1994, which preempts the regulation by the states of intrastate transportation of property by motor carriers. TNT Bestway et al. contend that the legislation, and Commission Resolution TBA-2 render the complaint case moot. However, they argue that the investigation into Crescent's alleged violations of the Commission's orders have not been preempted and should be pursued.

C&M Transportations and the seven other carriers comment that they contest the settlement to the extent that such an adoption would have a stare decisis effect or in some way serve as precedents for similar types of future proceedings. They argue that any Commission order adopting the stipulation for settlement should make clear that the terms of the settlement are binding only upon the parties to the settlement and cannot affect Con-Way.

With respect to the federal legislation prohibiting the states from enacting or enforcing laws or regulations which are related to the price, route or service of motor carriers transporting property, C&M Transportation et al. point out that the legislation applies to acts occurring on or after January 1, 1995. They contend that the Commission should dismiss the proceedings so as to affirm the spirit and intent of the legislation.

legislation to eliminate inefficiencies, reduce costs, promote competition, and promote innovation, and will oblige the Commission to do so.

The S&B committee that part of the relief sought in D.L. I.92-11-028 and C.93-12-048 is not prohibitive and prevent future abuses associated with annotations and other shipper specific tariffs. With the federal legislation, however, the Commission will lack the jurisdiction to monitor those kinds of abuses beginning January 1, 1995. But for transportation that occurred prior to January 1, 1995, S&B argues that the Commission should still pursue the issue that shippers specific tariffs raise that is the problem that some carriers may try to file under-harage claims against the shippers relying on the shipper specific tariff. In its reply to the comments, S&B contends that none of the commenting parties have demonstrated any valid reason as to why the stipulation for settlement should not be approved.

Crescent's reply to the comments states that none of the comments regarding the stipulation for settlement sets forth any ground upon which the stipulation should not be approved. With respect to the concern that the proposed settlement will affect or impair the rights of any of the nonparticipating defendants, Crescent states that the adoption of the settlement will not, in any way, adversely affect any of the nonparticipating defendants. The stipulating defendants have agreed to protect the rights of the shipping public. Other defendants who have not signed the stipulation are free to do what they want in this regard.

Crescent defers to the Commission and its staff as to whether proceedings against the nonparticipating defendants should proceed further. Any action by the Commission or the court may affect the four other stipulations for settlement. No one has sought to file comments to any of those stipulations, but if a party does so, the Commission may take appropriate action.

We would like to emphasize that the overruling of the order denying the motion for preliminary injunction was done in order to expedite the overruling of the order denying the motion for preliminary injunction.

Section Discussion under section 10(e) of the Act.

We conclude that the motions to dismiss of Viking, Pilotco Willig, Con-Way, California Cartage, C&M Transportation, Condor, Merchants of California, QwikWay, Roy Miller and Ventura Transfer are moot due to the subsequent stipulations for settlement that also they entered into. (See General Petroleum Corporation v. Beilby, (1931), 213 Cal. 601, 604.)

In deciding whether the five stipulations for settlements should be approved or rejected, we are guided by the criteria set forth in Rule 51-1(e). (a Rule 51-1(e) provides that "The Commission will not approve stipulations for settlements, whether contested or uncontested, unless the stipulation or settlement is reasonable in light of the whole record, is consistent with law, and in the public interest." No one of the five stipulations even purports to do so.)

It is our belief that the issues (that the nonstipulating carriers have raised with respect to the October 4, 1994 stipulation for settlement) are not material. The comments that the stipulation attempts to grant the Commission exclusive jurisdiction over potential overcharge claims, and that the stipulation would also result in the Commission agreeing to deny all such claims in the future, have no basis. The parties to the October 4, 1994 stipulation are Crescent, the S&B staff, and the ten carriers. The language of the stipulation does not state that the Commission agrees to exercise exclusive jurisdiction over any overcharge claims. Instead, the language states that the carrier defendants, who have signed the stipulation, "shall immediately advise the Commission and shall further file any and all motions to transfer such action to the Commission for an order denying such claim in or furtherance of its exclusive jurisdiction over such matters." This language suggests to us that the moving parties will first have to convince us that the Commission has exclusive jurisdiction before we would even consider issuing an order denying the overcharge.

claim. Nor does that language in the stipulation suggest that the Commission has agreed to deny all future shipper overcharge claims.

As for the argument that the October 4, 1994 stipulation may have a stare decisis effect or serve as precedent, Rule 51.8(d) provides in pertinent part that "Unless the Commission expressly so provides otherwise, such adoption does not constitute approval of, or precedent regarding, any principle or issue in the proceeding, or in any future proceeding." We do not intend to have any of the S&S stipulations serve as a precedent for the other carriers who have I decided not to enter into a stipulation. Jon bib ody enkres eads

With respect to the comment that the investigation into Crescent's alleged violations of the Commission's orders should continue to be pursued, we do not believe that should occur. In so doing, return for the dismissal of I.92-11-028 against Crescent, the stipulation October 4, 1994 stipulation provides that Crescent, as well as the other stipulating carriers, agree that any undercharge action in connection with the tariffs in question are inconsistent with the principles set forth in D.90-02-021 and that those carriers will not pursue such undercharge actions. We believe that such an agreement is in the public interest because the Commission will not have to expend any more resources in proving that Crescent violated Commission decisions and orders. Although no penalties are being paid by Crescent, it has agreed to forego potential undercharge actions. D.90-02-021 stipulation would be no longer applicable.

Another aspect of the October 4, 1994 stipulation which we reject is in numbered paragraph 2 of the agreement portion of the stipulation, it states that "The Complaint will be set for a pre-hearing conference as to all non-participating carrier defendants." As discussed later in this decision, we plan to dismiss Crescent's complaint case against the remaining defendant carriers. Thus, this portion of the agreement would no longer be applicable. Therefore, we propose to eliminate that sentence from the stipulation. See attached agreement. If the hearing on this

(d) (5)(B) Based on the various comments and replies to the motion to October 4, 1994 stipulation, it does not appear that our rejection of this sentence will present a problem. In Crescent's November 28, 1994 reply comments at page 7, referring to the other carriers who did not sign the stipulation, Crescent states as follows: "Nonetheless, CRESCENT defers to the Commission and its staff as to whether further proceedings should be held as to such matters" and S&E also acknowledges that with preemption, the issues presented in I.92-11-028 and C.93-12-048 have become less important. As far as those carriers who did not sign the stipulation, they have filed motions to dismiss C.93-12-048 in addition to their motions to dismiss C.92-11-028.

Along with the elimination of the above sentence from the October 4, 1994 stipulation for settlement, the rest of the various stipulations is reasonable in light of the whole record, is consistent with the law, and is in the public interest. Accordingly, the October 4, 1994 stipulation, which is attached hereto as Appendix A should be approved, with the exception of the one sentence as above referenced above. (d) (5)(B) dated June 180-80-09.0 at 1101 Joe Aspinwall

(d) (5)(B) We now address the May 3, 1995 stipulation for settlement signed by Viking, Crescent, and the S&E staff, the August 3, 1995 stipulation for settlement signed by Willig, Crescent, and the S&E staff, the September 15, 1995 stipulation for settlement signed by Con-Way, Crescent, and the S&E staff, and the January 26, 1996 stipulation for settlement signed by California Cartage, C & M Transportation, Condor, Merchants of California, Qwikway, Roy Miller, Ventura Transfer, Crescent, and the S&E staff. No comments to any of those stipulations have been filed. It is noted that all of

(d) (5)(B) These four stipulations would result in Crescent's oral agreement to dismiss Viking, Willig, Con-Way, California Cartage, C & M Transportation, Condor, Merchants of California, Qwikway, Roy Miller, and Ventura Transfer as defendants. In return for that no agreement to dismiss the aforementioned defendants agrees to waive and not pursue any and all undercharge claims that it has or might

claim it to have as a result of its past use of shipper annotated tariffs. S&B staff agrees in turn that the ten, named, defendants did have taken appropriate remedial action, and that no action will be taken arising out of or related to their failure to pursue and collect undercharges claimed. We expect that the bus will settle at below \$100,000. We conclude that the May 3, 1995 and the August 3, 1995, over the September 15, 1995, and the January 26, 1996 stipulations are reasonable in light of the whole record, consistent with the law, and are in the public interest. Accordingly, the May 3, 1995 and stipulation, which is attached hereto as Appendix B, the August 3, 1995 stipulation, which is attached hereto as Appendix C, the September 15, 1995 stipulation, which is attached hereto as Appendix D, and the January 26, 1996 stipulation, which is attached hereto as Appendix E, should be approved as set forth above for filing.

Motions To Dismiss or and after hearing upon motion of either party to the case.

Positions of The Parties

In the motion to dismiss of California Cartage Company et al., they argue that Crescent's complaint fails to state a claim upon which relief can be granted because the defendants' tariffs, schedules, rules, and classifications were filed with and accepted by the Commission, and that such filings were in compliance with D.90-02-021. They also argue that the Commission lacks or always has jurisdiction to grant the relief requested because Crescent is still seeking declaratory relief. Their third argument is that Crescent's complaint does not comply with Rule 10 because the complaint fails to make specific allegations which advise the staff of the defendants and the Commission of the facts constituting the grounds of the complaint. On July 13, 1993, Cal Pacific Truck Lines, Inc., filed a pleading joining in Viking's motion to dismiss. In addition to the grounds cited by the Vikings, Cal Pacific contends that it is not a common carrier, and that it only handles intercompany shipping, and thus revocable.

In re G.I. Trucking Company et al. filed a motion to dismiss the complaint. In G.I. Trucking et al. v. makes several arguments as to why the complaint should be dismissed. Their first argument is over that Crescent has failed to comply with Rule 10 because Crescent has failed to allege how and to what extent the defendants' tariffs have discriminated between customers, and how Crescent was injured as a result. It is also argued that the Commission lacks jurisdiction to grant the relief which Crescent seeks because the Commission does not grant declaratory relief; that Crescent is not in a position to request reparations on behalf of a community of unidentified shippers who have been allegedly injured as a result of the defendants' tariffs; and that Crescent's request for punitive relief are not supported by any allegations; and the code section upon which Crescent relies has no applicability to this complaint case.

In re G.I. Trucking et al. third argument is that the statute of limitations bars any claims for reparations which are more than three years old. Crescent filed responses in opposition to the motions to dismiss. Crescent contends that the Commission must confine its analysis to the face of the complaint to determine whether sufficient facts have been alleged to state a cause of action.

Crescent argues that the complaint states sufficient facts to constitute a cause of action. The complaint contains allegations that each defendant has violated laws, orders, and rules of the Commission; that each defendant has assessed different rates to similarly situated shippers; and that the Commission staff has admitted knowledge of the defendants' conduct. As for the defendants' arguments that Crescent has not specified which tariffs of the defendants are in violation, Crescent asserts that this is a discovery issue, and need not be included in the complaint itself.

Crescent also argues that it is not asking any defendant to audit its shipments in advance to determine if any shipments itb were made in violation of D/90-02-021. Instead, Crescent asserts that only after Crescent has proved its case that the defendants and should be required to audit their shipments to comply with the law.

With regard to consolidating the complaint cases with file I.92-11-028, Crescent asserts that the legal and factual issues in the complaint case and I.92-11-028 are identical, and should be consolidated. This would be done at trial and after a decision is reached.

Crescent also contends that the issue of whether punitive fines should be imposed may be requested in this type of complaint proceeding, and that the statute was not meant to limit such penalties to the two circumstances described in PU Code § 1070(b)(c) (1) and (2).

As for the defendants' argument that Crescent's complaint should be dismissed because all of the defendants' tariffs were not lawfully filed, Crescent argues that such an argument is misplaced. Crescent asserts that the complaint seeks an adjudication that the defendants' tariffs are not lawful, while the defendants presumed that their filed tariffs are lawful and cannot be challenged. Crescent contends that the complaint specifically alleges that the defendants unlawfully assessed rates to certain shippers higher and lower than those assessed to other similarly situated shippers. The complaint does not allege potential rate discrimination or any action of another telephone company.

As for the defendants' arguments that Crescent lacks the standing to bring a reparations action on behalf of a shipper, Crescent contends that the proceeding is not a reparations claim brought by a shipper. Instead, Crescent is requesting that if any overcharges or undercharges are determined to exist, that an order be issued to refund the overcharges or to collect the undercharges. Crescent also asserts that the statute and the rules allow a public utility such as Crescent to file a complaint.

inability with respect to the jurisdictional arguments made by the defendants; Crescent asserts that they are without merit. Crescent is not asking the Commission to engage in retroactive ratemaking, nor but instead is seeking to determine that the defendants violated a prior Commission order canceling certain tariffs and invalidating certain rates. Crescent maintains that it is the defendants' maintenance and publication of its tariffs without Commission approval that is at issue. Crescent also asserts that it is not seeking declaratory relief, but rather is asking the Commission to enforce D-90-02-021 against the defendants. As for the statute of limitations argument, Crescent contends that if the complaint alleges ongoing practices by the defendants and that nothing in the second pleading can be construed to find that all of the wrongs at issue occurred outside the statutory period.

In response to the defendants who argued that the complaint failed to allege which of the tariffs of the defendants were at issue, Crescent's March 21, 1994 response to the motion to dismiss of G.I. Trucking Company et al. contained a listing of the tariff items of each defendant that issue in the complaint. This response of Crescent also argues that the declarations attached to G.I. Trucking Company et al.'s motion to dismiss are inappropriate at this stage and amount to an attempt to convert a motion to dismiss into a trial by declaration as each party has done.

Discussion

The defendants' motions to dismiss have raised two main, compelling arguments as to why Crescent's complaint should be dismissed. The first argument is that Crescent has failed to make specific allegations of wrongdoing. The second argument is that Crescent lacks standing to file the complaint on behalf of unknown shippers. We will first address the argument that Crescent has failed to allege specific instances of wrongdoing. The defendants contend

that such a filing of like a complaint

that the failure to include specific allegations in the complaint is contrary to the requirement in Rule 10 that the complaint completely advise the defendant and the Commission of the facts constituting the grounds of the complaint, the injury complained of, and the exact relief which is desired."

A review of Crescent's complaint reveals that in the third paragraph 10, there is an allegation that each of the defendants has have filed or maintained tariffs containing shipper specific rates and provisions in violation of D.90-02-021 and GO. 801 and 147. In paragraphs 12, 13, and 14, Crescent alleges that those tariffs have enabled the defendants to offer reduced prices to certain preferred shippers in violation of the PU Code. But in paragraph 16 of the prayer for relief, Crescent states:

"...that Defendants, and each of them, be ordered to identify any and all common carrier tariffs arguably offending the prohibition of Decision D.90-02-021 above identified; and that each defendant be required to submit to reasonable discovery by Complainant, or any intervening shipper, designed to insure it affirms that all such items have been fully identified;"

We are concerned that the complaint only makes general allegations as to all of the defendants, and that the complaint shifts the burden onto the defendants to uncover which of their own tariffs are allegedly in violation of D.90-02-021, and for the defendants to disprove that their tariffs do not violate D.90-02-021. The defendants should note be in that position since the burden of proof in a complaint case is on the complainant (4 CPUC 2d 37, 44) and to the burden of proof in this case is on the defendants. The complaint also fails to state which shippers have been allegedly been discriminated against. Instead, the same general allegations of discriminatory treatment are made against all of the defendants.

In this case we are also persuaded by the defendants' arguments that Crescent lacks standing to bring a complaint on behalf of an unknown shippers. Crescent maintains that its complaint should not be dismissed because under PU Code § 1702 any public utility may file a complaint against another public utility. However, Crescent's alleged injury of unlawful and unfair competition is based upon the assumptions that the defendants have unlawful tariffs and that shippers have been discriminated against as a result of shipper specific tariffs. Without specific allegations of which tariffs are unlawful and what shippers have been discriminated against, there is no connection to the Crescent's own alleged injury to the complaint. Crescent simply has no relationship with the carriers named as defendants to its complaint.

An additional reason why Crescent's complaint should be dismissed is that effective January 1, 1995 the Commission, with certain exceptions not applicable here, was preempted from enforcing any tariff provisions for transportation performed on or after that date. (49 U.S.C. 11501(h)(1)) All of the tariffs at issue that were still on file with this Commission were cancelled as of January 1, 1995 pursuant to Commission Resolution TBA-2. Although we remain concerned about the shipments, which may have occurred under the tariffs at issue, our authority over such affiliate activities occurring on or after January 1, 1995 has been entirely preempted.

Based on the above reasons, we conclude that the motions to dismiss Crescent's complaint should be granted, and the fraud set complaint should be dismissed against all of the remaining (COUNCIL) defendants. The motion to consolidate C.93-12-048 with I.92-11-028 is moot in light of the dismissal of the complaint in case I.92-11-028 to the same extent the defendants' cross motions to dismiss are denied.

Findings of Fact

1. On November 23, 1992, the Commission opened an OII to look at the operations, rates, and practices of Crescent, and in order to show cause why certain tariffs of Crescent should not be canceled.

2. On December 2, 1992, the OII alleges non-compliance with D190-02-021.

D190-02-021 required all carriers to remove shipper-to specific and write-in tariffs from their tariffs if they do not fit into the OII. On December 23, 1993, Crescent filed a complaint case, C.93-12-048, against 41 carriers alleging that the defendants have similar tariffs to those of Crescent that are the subject of the OII. The OII staff issued over 600 notices of bus. 180-50-09.d to notify

3. On August 22, 1994, S&B filed a motion to consolidate I.92-11-028 with C.93-12-048.

4. Motions to dismiss C.93-12-048 were filed by number of the defendants.

5. In D194-10-064, the Commission dismissed B&G Trucking, Inc., California Auto Transport, Cal-Pacific, Giannona, Great American Transport, Inc., Hollywood Delivery Service, Simon, and Go Go Delivery Services, Inc. as defendants in C.93-12-048.

6. On October 4, 1994, a stipulation for settlement between S&B, Crescent, and ten of the named defendants was filed before

7. On May 3, 1995, a stipulation for settlement was filed by S&B staff, Viking, and Crescent as defined in IIA.

8. On August 3, 1995, a stipulation for settlement was filed by S&B staff, Willig, and Crescent.

9. On September 15, 1995, a stipulation for settlement was filed by S&B staff, Con-Way, and Crescent as defined in IIA.

10. On January 26, 1996, a stipulation for settlement between the S&B staff, Crescent, California Cartage, C & M Transportation, Condor, Merchants of California, Qwikway, Roy Miller, and Ventura Transfer was filed.

13. The issues that the nonstipulating carriers have raised in their comments to the October 4, 1994 stipulation were not material to the stipulation. In addition, the comments made on October 4, 1994 stipulation, it does not appear that our rejection of the sentence in numbered paragraph 2 of the October 4, 1994 stipulation will present a problem, it affirms all that was alleged.

15. The complaint only makes general allegations as to all of the defendants; and the complaint shifts the burden onto the defendants to uncover which of their tariffs are allegedly in violation of D.90-02-021, and to disprove that their tariffs do not violate DL90-02-021. (See, SS 1000A no .2)

16. The complaint fails to state which shippers have been discriminated against, and only makes general allegations regarding discriminatory treatment by the defendants.

17. Crescent's alleged injury of unlawful and unfair competition is based upon the assumptions that the defendants have unlawful tariffs and that shippers have been discriminated against as a result of shipper specific tariffs. (See, SS 1000B no .2) Effective January 1, 1995, the federal government has preempted most of our regulatory jurisdiction over motor carrier prices, routes, and services. (See, SS 1000C no .2)

18. All of the tariffs at issue that were still on file with this Commission were cancelled as of January 1, 1995, pursuant to Commission Resolution TEA-2. (See, SS 1000D no .2)

Conclusions of Law: motions to dismiss of Viking, Willig, ConWay, California Cartage, C & M Transportation, Condor, Merchants of California, Qwikway, Roy Miller, and Ventura Transfer are moot due to the subsequent stipulations for settlement that they entered into.

1. In deciding whether the stipulations for settlement should be approved or rejected, the criteria in Rule 51, 1(e) should be used. (See Board of Transportation Case No. 840-11-38.D.)

3. The Commission does not intend to have any of the proposed stipulations serve as a precedent for the other carriers who have decided not to enter into a stipulation. (See Board of Transportation Case No. 840-11-38.D.)

4. The sentence in numbered paragraph 2 of the October 4, 1994 stipulation that reads, as follows: "should be rejected as part of the stipulation." The Complaint will be set before a pre-hearing conference as to all non-participating carrier defendants."

5. With the exception of the one sentence contained in numbered paragraph 2 of the October 4, 1994 stipulation, the rest of the stipulation should be approved since it is reasonable in light of the whole record, consistent with the law, and in the public interest. (See Board of Transportation Case No. 840-11-38.D.)

6. The stipulations for settlement filed on May 23, 1995; on August 3, 1995; September 15, 1995; and January 26, 1996 are reasonable in light of the whole record, consistent with the law, and are in the public interest, and therefore should be approved.

7. The burden of proof in a complaint case is on the complainant. (See Board of Transportation Case No. 840-11-38.D.)

8. The motions to dismiss Crescent's complaint should be granted, and the complaint should be dismissed against all of the remaining defendants.

9. The motion to consolidate C.93-12-048 with I.92-11-028 is moot in light of the dismissal of the complaint. (See Board of Transportation Case No. 840-11-38.D.)

10. (See Board of Transportation Case No. 840-11-38.D.)

WHEREAS, the Complaints of Settlement, Dated October 4, 1994, by Roy Miller, Plaintiff, and Ventrana Transporter, LLC, Plaintiff, against Robert Breslau, Plaintiff, (Roy Miller), and Ventrana Transporter Company, Defendants, attached as Appendix E, to this decision, IT IS ORDERED, that:

1. The October 4, 1994 stipulation for settlement, attached hereto as Appendix A, is approved, except for the sentence described earlier in this decision of AS a result of (the approved stipulation).

Order Instituting Investigation (I.92-11-028) concerning Crescent Truck Lines, Inc. (Crescent) is dismissed with prejudice, and the Crescent's complaint Case (C.) 93-12-048 is dismissed with prejudice against the following defendants: Best Overnight Express, Blue Streak Transportation, Carpenteria Motor Transport, DiSalvo Trucking Company, Everitt Trucking, Matheson Fast Freight Inc., Senator Bulk Transporting, Skaggs Bulk Cement and Transportation, Wade Transportation Cos., Inc., and West Coast Fleet Intermodal Inc. (also known as Fleet Transport Corp. Inc.) is dismissed.

2. The May 31, 1995 stipulation for settlement signed by the S&E Crescent, Safety and Enforcement Division (S&E) staff, and Viking Freight System, Inc. (Viking), attached hereto as Appendix B, is approved. As a result of the approved stipulation, C.93-12-048 is dismissed with prejudice as against Viking. To right

3. The August 3, 1995 stipulation for settlement signed by Crescent, S&E staff, and Willig Freight Lines (Willig), attached hereto as Appendix C, is approved. As a result of the approved stipulation, C.93-12-048 is dismissed with prejudice as against Willig. To right

4. The September 15, 1995 stipulation for settlement signed by Crescent, S&E staff, and Con-Way Western Express, Inc. (Con-Way) (Con-Way), attached hereto as Appendix D, is approved. As a result of the approved stipulation, C.93-12-048 is dismissed with prejudice as against Con-Way.

5. The January 26, 1996 stipulation for settlement signed by Crescent, S&E staff, California Cartage Company, Inc. (California Cartage), C & M Transportation, Condor Freight Lines (Condor), Merchants of California, Qwikway Trucking Company (Qwikway), Roy Miller Freight Lines, Inc. (Roy Miller), and Ventura Transfer Company, attached hereto as Appendix E, is approved. As a result of the approved stipulation, C.93-12-048 is dismissed with prejudice against California Cartage, C & M Transportation, Condor, Merchants of California, Qwikway, Roy Miller, and Ventura Transfer.

6. The motions to dismiss filed by the nonstipulating carriers are granted. C.93-12-048 is dismissed against all of the remaining defendants named in C.93-12-048.

7. I.92-11-028 and C.93-12-048 are closed.

This order is effective today.

Dated February 7, 1996, at San Francisco, California.

DANIEL Wm. FESSLER
President
P. GREGORY CONLON
JESSIE J. KNIGHT, JR.
HENRY M. DUQUE
JOSIAH L. NEEPER
Commissioners

BEFORE THE

PUBLIC UTILITIES COMMISSION

OF THE STATE OF CALIFORNIA

810 SI-30 Docket No. I.92-11-028 and C.93-12-048

REASON FOR THIS COMPLAINT

REASON FOR THIS STIPULATION

Investigation on the Commission's own motion into the operations, rates and practices of Crescent Truck Lines, Inc., (T-154,407) and order to show cause why Crescent Truck Lines, Inc. Tariffs 20-4 CRNT, CA PUC 54, CRNT 101 CA PUC 2, and Item 320-28 in Western Motor Tariff Bureau Tariff 570-A, CA PUC 85, should not be canceled.

Crescent Truck Lines, Inc., Athens Transportation System, et al.

STIPULATION FOR SETTLEMENT

This has 150-50 09.01 in accordance with the investigation resulting out of Docket Number I.92-11-028, filed by the California Public Utilities Commission, on January 2, 1992, and

RECITALS

1. The California Public Utilities Commission ("CPUC" or "Commission") instituted an investigation against Crescent Truck Lines, Inc. ("Crescent") in 1992, Docket Number I.92-11-028 ("the OII").

2. Crescent filed a complaint ("the Complaint"), Docket Number 93-12-048, against 41 other carriers specifically identified in Exhibit A thereto ("carrier defendants") for which upon review the parties to this Stipulation agree arises out of factual and legal issues common to the OII.

3. There is a motion filed by Crescent and pending before the Commission to consolidate the Complaint with the OII.

4. Because of the existence of common issues of fact and law in the two proceedings, the parties to this Stipulation hereby request a consolidated review of the OII complaint and the OII.

PUBLIC UTILITIES COMMISSION

5. Because the issues of fact and law common to I.92-11-028 and C.93-12-048 stem from the Commission's Decision No. 90-02-021 prohibition against shipper-specific tariffs, and because the parties to this Stipulation agree that tariff provisions which require the shipper to make a statement (annotation) on the shipping document to obtain a reduced price or discount violate the Commission's D.90-02-021 prohibition against write-ins and shipper-specific tariffs, the parties to this Stipulation believe a modification of D.90-02-021 is necessary to more specifically describe the types of shipper-specific tariffs, including annotation requirements, which are prohibited.

6. In making important economic decisions, shippers are entitled to rely on the tariffs on file and in effect at the Commission. California Public Utilities Code Section 494. Carriers are required to maintain tariffs which do not unduly discriminate between similarly situated shippers. California Public Utilities Code Sections 453, 461.5, and 494.

7. It is critical to carriers and shippers alike that regulatory certainty be attained, both with respect to the principles enunciated by the Commission in D.90-02-021 and with respect to rights and liabilities of shippers and carriers pertinent to actions arising out of tariff provisions above described.

Wishing to advance the above legal principles and to protect the reasonable expectations of shippers and carriers alike who have relied upon tariffs on file with the Commission, the parties to this Stipulation have agreed upon a fair and reasonable settlement, and desire to submit to the California Public Utilities Commission this Stipulation for approval and adoption as its final disposition of consolidated proceedings.

In furtherance thereof, the parties agree as follows.

There is a motion before the Commission and pending before the Commission.

A G R E E M E N T

1. The Commission shall dismiss, with prejudice, the OII against Crescent, specifically ordering that the dismissal is a final and effective resolution of the issues raised therein, on the condition that it complies with each and every term of this Stipulation.

APPENDIX A
Page 3
of 3

2. The Commission shall dismiss, with prejudice, the Complaint against each carrier defendant participating in this Stipulation, on the condition that each such carrier defendant complies with each and every term of this Stipulation. The Complaint will be set aside or rejected without prejudice to the right of the Commission to institute proceedings for a pre-hearing conference as to all non-participating carrier defendants.

3. All parties participating in this stipulation acknowledge that by its Decision No, 90-02-021, the Commission intended that carriers would eliminate:

(a) Tariff provisions which require the shipper to write to the carrier requesting participation in a lower price;

(b) Tariff provisions which require the shipper to make a statement (also known as an annotation) on the shipping document to obtain a reduced price or discount;

(c) Tariff provisions which are structured to restrict the application of the rate to a specific shipper.

4. Within 30 days of the effective date of the Commission order adopting this Stipulation, all carriers participating in this Stipulation will cancel any remaining tariff provisions described by the preceding paragraph, and shall thereafter refrain from publishing any such tariff provisions, unless and until authorized to do so by the Commission.

5. All parties to this Stipulation will join the Commission's Transportation Division Staff in petitioning the Commission to modify D. 90-02-021 to more specifically describe shipper-specific rates and tariff provisions prohibited by that Decision, and to include annotation provisions in the Commission's prohibition against shipper-specific rates.

6. The parties to this Stipulation agree that any overcharge or undercharge action emanating from tariff provisions identified above is inconsistent with the principles set forth by the Commission in its D. 90-02-021, and would thwart the Commission's performance of its official duties. The parties to this Stipulation therefore agree that:

(a) For transportation which has occurred within three years prior to the date of this Stipulation, all carriers participating in this Stipulation agree not to institute, pursue or in any way stimulate any action for undercharges against any shipper on the premise that any write-in tariff provision, annotation provision, shipper-specific tariff provision, or other tariff described by Paragraph 3 above was improperly applied or was

APPENDIX A
Page 4

otherwise inapplicable for any reason, unless ordered to do so by the Commission by an action instituted by the Commission on its motion.

(b) For transportation which has occurred within three years prior to the date of this Stipulation, carriers participating in this Stipulation will deny any claim filed by any shipper for overcharges which are based on the premise that any write-in tariff provision, annotation provision, shipper-specific tariff provision, or other tariff described by Paragraph 3 above was improperly applied or was otherwise applicable for any reason. In the event that an action is commenced in any court seeking such overcharges, all participating carrier defendants shall immediately advise the Commission and shall further file any and all motions to transfer such action to the Commission for an order denying such claim in furtherance of its exclusive jurisdiction over such matters.

7. The parties to this Stipulation agree that any overcharge or undercharge action emanating from application of tariff provisions identified above which is inconsistent with the principles set forth in paragraph 6 is inappropriate.

8. The parties to this Stipulation acknowledge that its approval by the Commission is the exercise of the Commission's exclusive authority in the performance of its official duties pursuant to Public Utilities Code Section 1759, and that the principles herein shall not be disturbed except in accordance with that Code Section.

9. The terms and conditions of this Stipulation shall be binding upon parties participating in this Stipulation, and all affiliates, successors, and assigns, including, without limitation, the carriers' officers, directors, shareholders, employees, subsidiaries, affiliates, trustees in bankruptcy, partners, agents, spouses, relatives, insurers, attorneys, predecessors-in-interest, successors-in-interest, or heirs.

10. The Commission's Transportation Division Staff, specifically, the Compliance and Enforcement and the Tariff and License Branches of the Transportation Division, agree and recommend to the Commission that these terms be accepted, and that the proceedings identified above be terminated against those participating in this Stipulation.

11. The parties enter into this Stipulation freely and voluntarily.

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12. The parties understand and agree that the terms herein are binding when approved by the Commission.

13. The parties agree that the Commission shall adopt the findings and conclusions consistent with this Stipulation For Settlement.

14. Each party represents and warrants that each has the right, power, and authority to execute this Stipulation For Settlement, and further represents and warrants that each of them has the exclusive right to prosecute and compromise the matters set forth in this Stipulation, and that none of them have sold, assigned, conveyed, or otherwise transferred such rights.

15. Each person who has signed this Stipulation in a representative capacity, represents and warrants that he or she is duly authorized to enter into this Stipulation For Settlement. The Stipulation may be signed in counterpart originals.

Date: July 1, 1994

Robert Cagen

Robert Cagen, Attorney at Law
Counsel for Transportation Division

Date: July 1, 1994

Ellis Ross Anderson

Ellis Ross Anderson
Anderson, Donovan & Poole, P.C.
Attorneys for Crescent Truck Lines

The signatures of other participants to the Stipulation are attached separately.

I.92-11-028, C.93-12-048 /AIJ/JSW/gab I.92-11-028, C.93-12-048
JUL 12 '94 13123 FROM MILLER TRAFFIC SVC PAGE .008
/APPENDIX/A
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12. The parties understandings and terms herein are binding upon
the parties by the Commission.
BEFORE THE
PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

14. That both parties and witnesses will obey, honor, and
comply with this Subpart A
Investigation on the Commission's own motion into the
operations, rates and practices of Crescent Truck Lines, Inc. (T-154,497) and order, to show cause why Crescent
Truck Lines, Inc. Tariffs 20-4 CRNT, CA PUC 34, CRNT
101 CA PUC 2, and Item 320-28 in Western Motor Tariff
Bureau Tariff 570-A, CA PUC 85, should not be canceled.

15. That both parties and witnesses will obey, honor, and
comply with this Subpart A
Crescent Truck Lines, Inc., Athens Transportation
System, et al.

The undersigned hereby joins in the stipulation for settlement executed by and
between Crescent Truck Lines, Inc. and the Transportation Division of the California Public
Utilities Commission, executed on July 1, 1994.

Dated this 12 day of July, 1994.
Witness for Crescent Truck Lines
WILLIAM K. APPLEBEE, PRESIDENT

BEST OVERNIGHT EXPRESS
BY W.K. Applebee

APPENDIX A
Page 7

**BETWEEN THE
PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Alleged

Investigation on the Commission's own motion into the operations, rates and practices of Crescent Truck Lines, Inc., (T-154,407) and order to show cause why Crescent Truck Lines, Inc. Tariffs 20-4 CRNT, CA PUC 54, CRNTSE 101 CA PUC 2, and Item 320-28 in Western Motor Tariff Bureau Tariff 570-A, CA PUC 85, should not be canceled.

Crescent Truck Lines, Inc., Athens Transportation System, et al.

The undersigned hereby joins in the Stipulation for Settlement executed by and between Crescent Truck Lines, Inc. and the Transportation Division of the California Public Utilities Commission, executed on July 1, 1994.

Dated this 9th day of July, 1994.

Blue Streak Transportation
By: Robert Linwood Reid

Robert Linwood Reid

APPENDIX/A
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BEFORE THE
PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA
TO THE STATE OF CALIFORNIA

Investigation on the Commission's own motion into the

operations, rates and practices of Crescent Truck Lines

Inc., (T-154,407) and order to show cause why Crescent

Truck Lines, Inc./Tariffs 20-4 CRNT, CA PUC 59, CRNT

101 CA PUC 2, and Item 320-28 in Western Motor Tariff 50

Bureau Tariff 570-A, CA PUC 85, should not be canceled;

for CA PUC 3 and Item 320-28 in Bureau Tariff 570-A, CA PUC 85, should not be canceled;

Bureau Tariff 570-A, CA PUC 85, should not be canceled;

Crescent Truck Lines, Inc., Athens Transportation

System, et al.

The undersigned hereby joins in the Stipulation for Settlement executed by and between Crescent Truck Lines, Inc. and the Transportation Division of the California Public Utilities Commission, executed on July 11, 1994.

Dated this 10th day of JULY, 1994.

CARPINTERIA MOTOR TRANSPORT

By:

Terry G. Bell

SAC account pred

8/8

John H. Fawcett, Esq.

APPENDIX A
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BEFORE THE
PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

Investigation on the Commission's investigation into the Commission's operations, rates, and practices of Crescent Truck Lines, Inc., (T-154,407) and order to show cause why Crescent Truck Lines, Inc., (T-1181-028) to 101 CA PUC 2, and Item 320-28 in Western Motor Tariff 05 (20-4 CRNT, CA PUC 54, CRNT-05 Bureau Tariff 570-A, CA PUC 85, should not be canceled.

Crescent Truck Lines, Inc., Athens Transportation System, et al.

The undersigned hereby joins in the Stipulation for Settlement executed by and between Crescent Truck Lines, Inc. and the Transportation Division of the California Public Utilities Commission, executed on July 1, 1994.

Dated this 12th day of July, 1994, to year A.D. 1994.

DISALVO TRUCKING CO

DISALVO TRUCKING CO

EMBODIMENT OF ATTACHED ATTORNEY'S SIGNATURE

By:

Michael J. Strelak
Attorneys for DISALVO TRUCKING CO

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Page 10

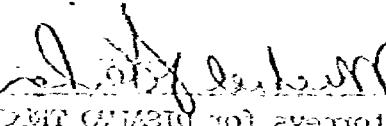
BEFORE THE
PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

Investigation on the Commission's own motion into the operations, rates and practices of Crescent Truck Lines, Inc., (T-154,407) and order to show cause why, Crescent Truck Lines, Inc. Tariffs 20-4 (CRN), CA PUC 54, CRN T-154,407, Item 320-28, in Western Motor Tariff 20-4, 101 CV 100, and Item 320-28, in Western Motor Tariff 20-4, Bureau Tariff 570-A, CA PUC 85, should not be canceled.

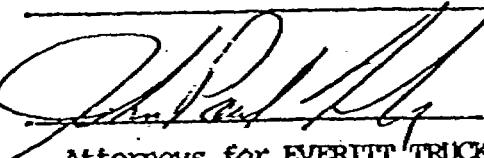
Crescent Truck Lines, Inc., Athens Transportation System, et al.

The undersigned hereby joins in the Stipulation for Settlement executed by and between Crescent Truck Lines, Inc. and the Transportation Division of the California Public Utilities Commission, executed on July 1, 1994, but no later than July 1, 1994.

Dated this 12th day of July 1994, to day 151, 1994.

By 
Michael J. Everett
Attorney for EVERITT TRUCKING

Everitt Trucking

By 
John D. Miller
Attorneys for EVERITT TRUCKING

APPENDIX A
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BEFORE THE
PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

Investigation on the Commission's own motion into the operations, rates and practices of Crescent Truck Lines, Inc., (T-154,407) and order to show cause why Crescent Truck Lines, Inc. Tariffs 20-4, CRNT, CA PUC 54, CRNT 101 CA PUC 2, and Item 320-28, in Western Motor Tariff Bureau Tariff 570-A, CA PUC 85, should not be canceled.

Crescent Truck Lines, Inc., Athens Transportation System, et al.

The undersigned hereby joins in the Stipulation for Settlement executed by and between Crescent Truck Lines, Inc. and the Transportation Division of the California Public Utilities Commission, executed on July 1, 1994.

Dated this 12th day of July, 1994.

Matheson Fast Freight Inc.

By:

Michael J. Shaler

Attorneys for MATHESON FAST FREIGHT

APPENDIX A
Page 12

BEFORE THE
PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

Investigation on the Commission's own motion into the operations, rates and practices of Crescent Truck Lines, Inc., (T-154,407) and order to show cause why Crescent Truck Lines, Inc. Tariffs 20-4 CRNT, CA PUC 54, CRNT 101 CA PUC 2, and Item 320-28 in Western Motor Tariff Bureau Tariff 570-A, CA PUC 85, should not be canceled.

Crescent Truck Lines, Inc., Athens Transportation System, et al.

The undersigned hereby joins in the Stipulation for Settlement executed by and between Crescent Truck Lines, Inc. and the Transportation Division of the California Public Utilities Commission, executed on July 1, 1994.

Dated this 1st day of July, 1994, to the best of my knowledge,
Senator Bulk Transport Inc.

John Paul Haggerty
TELEGRAM FROM KIRSHMAN FOR ATTORNEY

By:

John Paul Haggerty
Attorneys for SENATOR BULK TRANSPORT

BEFORE THE
PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

Investigation on the Commission's own motion into the operations, rates and practices of Crescent Truck Lines, Inc., (T-164;497) and order to show cause why Crescent Truck Lines, Inc. Tariffs 20-A, GRNT, CA PUC 54, GRNT, 101 CA PUC 2, and Item 320-28, in Western Motor Tariff Bureau Tariff 570-A, CA PUC 85, should not be canceled.

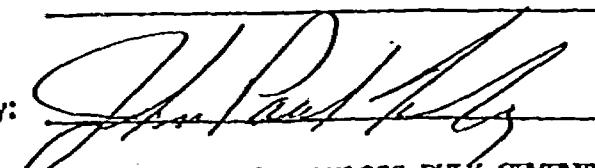
Crescent Truck Lines, Inc., Athens Transportation System, et al.

b. The undersigned hereby joins in the Stipulation for Settlement executed by and between Crescent Truck Lines, Inc. and the Transportation Division of the California Public Utilities Commission, executed on July 1, 1994.

Dated this 14th day of July, 1994.

Skaggs Bulk Cement Transportation

By:


Attorneys for SKAGGS BULK CEMENT

**BEFORE THE
PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Investigation on the Commission's own motion into the operations of the California Motor Carriers Association, operations, rates and practices of Crescent Truck Lines, Inc., Tariffs 20-A CRNT, CA PUC 54, CRNT 101 CA PUC 2, and Item 320-28 in Western Motor Tariff Bureau Tariff 570-A, CA PUC 85, should not be canceled.

Crescent Truck Lines, Inc., Athens Transportation System, et al.

The undersigned hereby joins in the Stipulation for Settlement executed by and between Crescent Truck Lines, Inc. and the Transportation Division of the California Public Utilities Commission, executed on July 1, 1994.

Dated this 15 day of July, 1994.

Attest: John Wark

Attest: John Wark

WADE TRANSPORTATION CO., INC.

By:

Thomas Wark

APPENDIX A
Page 15ATTACHMENT
BEFORE THE
PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

Investigation on the Commission's own motion into the operations, rates and practices of Crescent Truck Lines, Inc., (T-154,407) and order to show cause why Crescent Truck Lines, Inc. Tariffs 20-4 CRNT, CA PUC 54, CRNT 101 CA PUC 2, and Item 320-28 in Western Motor Tariff Bureau Tariff 570-A, CA PUC 85, should not be canceled.) AD.500003 280.22-T

Crescent Truck Lines, Inc., Athens Transportation System, et al.

The undersigned hereby joins in the Stipulation for Settlement executed by and between Crescent Truck Lines, Inc. and the Transportation Division of the California Public Utilities Commission, executed on July 1, 1994.

Dated this 12th day of July, 1994.

West Coast Intermodal Inc., formerly known as Fleet Transport Co., Inc.

By:

Michael J. Sleator

Attorneys for WEST COAST INTERMODAL

APPENDIX A
Page 16EXHIBIT A

THE
CRESCEINT ATTORNEY'S
COUNSEL
OF THE STATE OF CALIFORNIA
IN THE CASE NO. 93-12-048

DEFENDANT'S NAME	DISMISSED
Albus Transportation P.O. Box 1071 San Jose, CA 95108 T-114,666	On motion of defendant, the Court dismissed the case to settle and bisectics of cause to settle and order to settle cause of action, (T-124,403)
B&Q Trucking, Inc. 1101 East End Avenue Roxbury, CA 91768 T-56,236	AL CA HUC 28 D/Cause Dismissed D/Cause No. 350-78 D/Cause No. 350-78
Bay Area-Los Angeles Express, 29001 Hopkins Street Hayward, CA 94545 T-95,665	Case, Inc., Alvin S. J. Dismissed
Best Overnite Express P.O. Box 2223 Chino, CA 91703 T-161,341	
Bike Street Transportation 7007 Club Avenue Reseda, CA 91335 T-160,667	Dismissed
C&M Transportation 2418 E. 22nd Street Long Beach, CA 90810 T-121,382	Dismissed
California Auto Transport 676 Azores Circle West Pittsburg, CA 94565 T-175,163	Dismissed
California Truck Lines, Inc. 917 Commercial Street Santa Cruz, CA 95070 T-71,657	Dismissed
California Cartage Co., Inc. 1600 East Hill Street, Bldg. 2 Signal Hill, CA 90809 T-7,437	
Carpinteria Motor Transport P.O. Box 5002 Carpinteria, CA 93014 T-121,894	
Conway Western Express, Inc. P.O. Box 2298 Santa Fe Springs, CA 90670 T-140,218	

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DEFENDANT'S NAME	DISMISSED
Codcor Freight Lines 4555 Pacific Boulevard Los Angeles, CA 90058-2207 T-108,065	Dismissed 8/10-80.0 8/10-80.0 8/10-80.0 8/10-80.0
Crawford Trucking 10702 Pamela Street Cypress, CA 90630 T-141,047	Dismissed 8/10-80.0 8/10-80.0 8/10-80.0 8/10-80.0
Di Salvo Trucking COMPANY 859 Harrison San Francisco, CA 94102-1124 T-61,078	Dismissed 8/10-80.0 8/10-80.0 8/10-80.0 8/10-80.0
Directive Motor Express, Inc. 2720 East 26th Street Verona, CA 90023 T-171,261	Dismissed 8/10-80.0 8/10-80.0 8/10-80.0 8/10-80.0
Everitt Trucking P.O. Box 659 Freedom, CA 95019 T-165,841	Dismissed 8/10-80.0 8/10-80.0 8/10-80.0 8/10-80.0
Fleet Transport Co., Inc. 9499 Atkinson Roseville, CA 95678 T-170,000	Dismissed 8/10-80.0 8/10-80.0 8/10-80.0 8/10-80.0
O.I. Trucking Company 14727 Alodora Boulevard La Mirada, CA 90638 T-12,983	Dismissed 8/10-80.0 8/10-80.0 8/10-80.0 8/10-80.0
Giannonna Transport & Leasing Co. 1611 Autumn Way Lodi, CA 95242 T-138,146	Dismissed 8/10-80.0 8/10-80.0 8/10-80.0 8/10-80.0
Gold Transportation, Inc. P.O. Box 948 Murrieta, CA 92564-0948 T-131,741	Dismissed 8/10-80.0 8/10-80.0 8/10-80.0 8/10-80.0
Great America Transport, Inc. P.O. Box 11904 Fresno, CA 93775 T-149,286	Dismissed 8/10-80.0 8/10-80.0 8/10-80.0 8/10-80.0
Hollywood Delivery Service 14389 San Bernadino Avenue Fontana, CA 92333 T-86,378	Dismissed 8/10-80.0 8/10-80.0 8/10-80.0 8/10-80.0
G.O. Delivery Services, Inc. 18653 Palomino Drive Tarzana, CA 91356 T-162,240	Dismissed 8/10-80.0 8/10-80.0 8/10-80.0 8/10-80.0
Industrial Freight System, Inc. 9120 San Fernando Road Sun Valley, CA 91352 T-67,620	Dismissed 8/10-80.0 8/10-80.0 8/10-80.0 8/10-80.0

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DEFENDANT'S NAME		DISMISSED
Matheson Fast Freight, Inc. P.O. Box 910 Elk Grove, CA 95759 T-142,777	TG:	880,18-T Dismissed 10/22/88 CA 8808 LAWYER, CA 8808
Merchants of California 2350 East Dominguez Carson, CA 90510 T-172,716		880,18-T Dismissed 10/22/88 CA 8808 LAWYER, CA 8808
Pac West Transportation, Inc. 793 West Hedding Street San Jose, CA 95126 T-152,413	TM	880,18-T Dismissed 10/22/88 CA 8808 LAWYER, CA 8808
Pearson Trucking & Rigging, Inc. P.O. Box 899 Brea, CA 92622 T-58,044	TM	880,18-T Dismissed 10/22/88 CA 8808 LAWYER, CA 8808
Quikway Trucking Co. 2929 E. 50th Street Los Angeles, CA 90058 T-61,557		880,18-T Dismissed 10/22/88 CA 8808 LAWYER, CA 8808
Roy Miller Freight Lines, Inc. P.O. Box 429 Buena Park, CA 90621 T-65,382		880,18-T Dismissed 10/22/88 CA 8808 LAWYER, CA 8808
Senator Bulk Transport, Inc. 9381 Jackson Road Sacramento, CA 95826 T-119,090		880,18-T Dismissed 10/22/88 CA 8808 LAWYER, CA 8808
Simoa Trucking, Inc. 12252 Woodruff Avenue Downey, CA 90241 T-121,380		880,18-T Dismissed 10/22/88 CA 8808 LAWYER, CA 8808
Skaggs Bulk Cement Transportation 9381 Jackson Road Sacramento, CA 95826 T-167,331		880,18-T Dismissed 10/22/88 CA 8808 LAWYER, CA 8808
TNT Boway Transportation 2533 E. Indian School Road Phoenix, AZ 85016 T-139,846		880,18-T Dismissed 10/22/88 CA 8808 LAWYER, CA 8808
TNT Redaway Truck Line, Inc. P.O. Box 1035-11 Clackamas, OR 97015 T-160,535		880,18-T Dismissed 10/22/88 CA 8808 LAWYER, CA 8808
Ventura Transfer Company 418 East 22nd Street Long Beach, CA 90810 T-1,733		880,18-T Dismissed 10/22/88 CA 8808 LAWYER, CA 8808
Viking Freight System, Inc. 111 E. Murieta Drive San Jose, CA 95134 T-84,649		880,18-T Dismissed 10/22/88 CA 8808 LAWYER, CA 8808

APPENDIX A
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DEFENDANT'S NAME	ADDRESS OF SERVICE
Wade Transportation Company, Inc. P.O. Box 86045 Los Angeles, CA 90086	14338 T-14338, Suite 2nd Floor, 14338 El Cajon Boulevard, San Diego, California 92115
Weber Distribution Warehouses, Inc. 13330 Rosedale Avenue Santa Fe Springs, CA 90670	14338 T-14338, Suite 2nd Floor, 14338 El Cajon Boulevard, San Diego, California 92115
West Freight Lines 123 Loomis Street San Francisco, CA 94124	14338 T-14338, Suite 2nd Floor, 14338 El Cajon Boulevard, San Diego, California 92115
Steed, Suite 1300 3, 1001, 1st floor, 14338 El Cajon Boulevard, San Diego, California 92115	14338 T-14338, Suite 2nd Floor, 14338 El Cajon Boulevard, San Diego, California 92115

service fully provided, in the United States Mail at San Francisco, California, addressed as follows:

follows:

SEE ATTACHED SERVICE LIST

I desire to have a copy of the attached under the laws of the State of California that is forwarded to me at the same address.

This declaration was executed on October 3, 1983, at San Francisco, California.

Exhibit A

APPENDIX A

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CERTIFICATE OF SERVICE BY MAIL

I declare that I am a resident of the United States and employed in the County of San Francisco, California. I am over the age of eighteen years and not a party to the within entitled cause; my business address is: Anderson, Donovan & Poole, P.C., 601 California Street, Suite 1300, San Francisco, California, 94108.

On October 3, 1994, I served the attached: STIPULATION FOR SETTLEMENT on the parties involved in said cause by placing a copy in a sealed envelope with postage thereon fully prepaid, in the United States Mail at San Francisco, California, addressed as follows:

SEE ATTACHED SERVICE LIST

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

This declaration was executed on October 3, 1994, at San Francisco, California.


JOY H. CHILDERS

I.92-11-028, C.93-12-048

/dab/JLW/gab

VOLUME INDEX A
APPENDIX A

Page 21

Administrative Law Judge John S. Wood
California Public Utilities Commission
505 Van Ness Avenue, Room 5007
San Francisco, CA 94102

Ellis Ross Anderson
Anderson, Donovan & Podel
601 California Street, Suite 1300
San Francisco, California 94108

Tom Tuite
Crescent Truck Lines, Inc.
2480 Whipple Road
Hayward, CA 94544

Robert Cagen
California Public Utilities Commission
505 Van Ness Avenue, Room
San Francisco, California 94102

California Trucking Association
1251 Beacon Blvd.
West Sacramento, CA 95691

Edward Martell
1867 Dhillon Drive
Yuba City, CA 95993

Moira Simmerson
California Public
Utilities Commission
505 Van Ness Avenue, Room 2-C
San Francisco, CA 94102

Daniel J. Callaghan
California Public Utilities Commission
505 Van Ness Avenue, Room 2-B
San Francisco, California 94102

Ronald C. Chauvel
Greene, Chauvel & Descalso
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San Mateo, CA 94404-1594

Mary K. Reynolds
Seider & Reynolds
1800 Avenue of the Stars, Suite 1000
Los Angeles, CA 90067-4212

ATHENS TRANSPORTATION SYSTEM
P.O. Box 1071
San Jose, CA 95108

VOLUME INDEX A

1-2 MESSENGER SERVICE, INC.

3519 South Cahuenga Avenue

Los Angeles, CA 90066

200 Second Floor Robert A. Adams, Suite 300
Pasadena, CA 91101

B&G TRUCKING, INC.
1101 East End Avenue
Pomona, CA 91766

BLUE STREAK TRANSPORTATION
7007 Claire Avenue
Reseda, CA 91335

CALIFORNIA AUTO TRANSPORT
676 Azores Circle
West Pittsburg, CA 94565

CARPINTERIA MOTOR TRANSPORT
P.O. Box 5002
88 Kennedy Street, Suite 1200
Carpinteria, CA 93014

CRAWFORD TRUCKING, INC.
10702 Pamela Street
228 Cypress Street, Suite 1000
Cypress, CA 90630

DIRECTLINE MOTOR EXPRESS, INC.
2720 East 26th Street
Vernon, CA 90023

GOLD TRANSPORTATION, INC.
P.O. Box 948
Murrieta, CA 92564-0948

IGO DELIVERY SERVICES, INC.
18653 Palomino Drive, Suite 100
Tarzana, CA 91356

INDUSTRIAL FREIGHT SYSTEM, INC.
9120 San Fernando Road

PAC WEST TRANSPORTATION, INC.
Post Office Box 9
795 West Hedding Street
San Jose, CA 95103

PEARSON TRUCKING & RIGGING, INC.
P.O. Box 899
Brea, CA 92622

WADE TRANSPORTATION COMPANY, INC.
P.O. Box 86045
415 Hesperian Building
Los Angeles, CA 90086

1-2 MESSENGER SERVICE, INC.
3519 South Cahuenga Avenue
Los Angeles, CA 90066

APPENDIX A
Page 1221

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Pasadena, CA 91101

Transportation, Condor Freight Lines, Merchants of
California, Qwikway Trucking Company, Roy Miller
Freight Lines, Inc., Simon Trucking, Inc., Ventura Transfer
Company

Milton W. Flack, Esq.
P. O. Box 572470
Tarsana, California 91357-2470

Attnorneys for: Best Overnight Express,
Hollywood Delivery Service

Michael J. Stecher
Silver, Roen, Fischer & Stecher
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San Francisco, CA 94108

Attnorneys for: Di Salvo Trucking Co.,
Great American Transport, Inc., West Coast
Intermodal Inc., Matheson East Freight, Inc.

John Paul Fischer
Silver, Roen, Fischer & Stecher
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San Francisco, CA 94108

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Everitt Trucking, Senator Bulk Transport, Inc.

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San Francisco, CA 94105-2805

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Andrew J. Skaff, Esq.
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Oakland, CA 94612

Attnorneys for: Con-Way Western Express, Inc.

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Orinda, CA 94563-0805

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Beverly Hills, CA 90212-4309

Attnorneys for: Weber Distribution Warehouses, Inc.

William D. Taylor
Daniel W. Baker
Hanson, Bridgett, Marcus, Vlahos & Rudy
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San Francisco, CA 94105-2173

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TNT Redaway Truckline, Inc., G.I. Trucking
Company, Inc., Bay Area-Los Angeles Express, Inc.

Cheryl Rae Mills
Pillsbury, Levinson & Mills
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San Francisco, CA 94111

Attnorneys for: Cal-Pacific Truck Lines, Inc.

Robert L. La Vine, Esq.
La Vine and Shansorattanachai
415 Hearst Building
San Francisco, CA 94013

Attnorneys for: Willig Freight Lines

MADE TRANSPORTATION CORPORATION
415 MARKET STREET
SAN FRANCISCO, CA 94103

Attnorneys for: ATHENS TRANSPORTATION SYSTEM

END OF APPENDIX A

102-1025, CA 90003-1515

1800 AVENUE OF THE STARS, SUITE 1000

P.O. BOX 1025

SAN JOSE, CA 95103

BEFORE THE
CALIFORNIA PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

At addresses previously designated as to the investigation, filed

FILED

Investigation on the Commission's own motion into the operations, rates and practices of Crescent Truck Lines, Inc., No. I.92-11-028, filed March 3, 1995, In re, (T-154,407) and order to show cause why Crescent Truck Lines, Inc., et al., SAN FRANCISCO OFFICE Tariffs 20-4 CRNT, CA PUC 54, CRNT, NO. I.92-11-028, filed 101 CA PUC 2, and Item 320, 281, in West, the Western Motor Tariff Bureau Tariff 570-A, C.93-12-048, filed CA PUC 185, should not be canceled. The above over of this

affidavit before me, requiring to see that
Crescent Truck Lines, Inc., the CPUC and public employees of the CPUC before me,
Complainant,
Athens Transportation System et al., the CPUC and public employees of the CPUC before me,
Defendants, the CPUC and public employees of the CPUC before me,
STIPULATION FOR SETTLEMENT,
 affixed hereto to the parties aforementioned, and
 deposited at docket as also aforesaid docket this day of

This stipulation is entered into this _____ day of _____
 of 1994 between the California Public Utilities Commission ("CPUC")
 and **Viking Freight Systems, Inc.** ("Viking"), it is now stipulated
 as follows: WHEREAS, the CPUC instituted an investigation against
Crescent Truck Lines, Inc. ("Crescent"), in 1992, Docket No. I.92-
 11-028, and

WHEREAS, Crescent filed a complaint (Docket No. 93-12-
 048) against other carriers, including Viking (the "Action"), and
 WHEREAS, the CPUC and Viking believe that the issues
 before the CPUC as to Viking can be resolved expeditiously in the
 public interest without the need for any finding of liability.

NOW, THEREFORE, the CPUC and Viking agree as follows:

WHEREBY

1. This agreement is dependent upon Crescent's dismissing (with prejudice) all claims against Viking asserted in the

2. Upon dismissal of the Action against Viking, Viking agrees to withdraw its motion to dismiss therefrom and to waive and not pursue any and all undercharge claims (that it has or might claim to have against shippers or consignees) arising out of its past use of shipper annotated tariffs.

3. The CPUC acknowledges that Viking has taken appropriate remedial action with respect to the allegations made against it in the Action and agrees that it will not take any action against Viking, including without limitation, the bringing of enforcement proceedings, arising out of or related to Viking's failure to pursue and collect undercharge claims as agreed in Paragraph

2 supra.

4. Both Viking and the CPUC agree and acknowledge that this stipulation shall constitute neither an admission by Viking to any violation of law or noncompliance with regulation nor an adjudication by the CPUC on the merits of Crescent's complaint against Viking.

5. Viking enters into this stipulation independently and on its own accord; in fact the CPUC acknowledges (and each party represents and warrants) that each has the right, power and authority to execute this stipulation, which may be signed in counterpart originals.

Now, THEREFORE, the CPUC and Viking agree as follows:

APPENDIX B
Page 3

BOOK OF SERVICE
CALIFORNIA PUBLIC UTILITIES COMMISSION

Robert Cogen
By: Robert Cogen (18) March 9, 1995
Name: Robert Cogen
Title: Public Utility Counsel IV
Date: March 9, 1995
correspondence for filing with the United States Post Office
VIKING FREIGHT SYSTEM, INC.

on May 3, 1995 I served the attorney
By: Ronald E. Pelzel
Name: Ronald E. Pelzel
Title: President
Date: May 1, 1995
appropiate basis for mail collection with the Amherst
Stagecoach Service, with postage prepaid, on the
CRESCENT TRUCK LINES, INC.

ANDERSON, DONOVAN & POOLE, P.C.
ATTORNEYS FOR CRESCENT TRUCK LINES, INC.
Box 5003
P.O. Box 5553
Santa Ana, CA 92705
By: Ellis Ross Anderson
Name: Ellis Ross Anderson
Title: Attorneys For Crescent Truck Lines, Inc.
Date: April 21, 1995
GOLD TRANSPORTATION, INC.
P.O. Box 448
Inglewood, CA 90344-0448
Aetna, CA 90003
SACRED HEART HOSPITAL
365 West Hollywood Street
San Jose, CA 95110
INDUSTRIAL FREIGHT SYSTEM,
INC.
1120 San Fernando Road
San Anselmo, CA 94960

APPENDIX B

Page 4

PROOF OF SERVICE

~~NOTARIZED PROOF OF SERVICE~~
I, Alice Zee Ben, declare:

I am employed in the City and County of San Francisco, State of California. I am over the age of eighteen (18) years and not a party to this action. My business address is 595 Market Street, Suite 1900, San Francisco, California 94105-2880. I am readily familiar with this firm's practice for collection and processing of correspondence/documents for mailing with the United States Postal Service in the ordinary course of business on the same day.

On May 3, 1995 I served the within:

STIPULATION FOR SETTLEMENT

on all interested parties in said cause by enclosing a true copy thereof in a sealed envelope and, following ordinary business practices, said envelope was placed for mailing and collection in the appropriate place for mail collected for deposit with the United States Postal Service, with postage thereon fully prepaid, on the above date; addressed as follows:

ATHENS TRANSPORTATION SYSTEM
P.O. Box 1071
San Jose, CA 95108

BEST OVERNITE EXPRESS
P.O. Box 2223
Chino, CA 91708

BLUE STREAK TRANSPORTATION
7007 Claire Avenue
Reseda, CA 91335

CARPINTERIA MOTOR TRANSPORT
P.O. Box 5002
Carpinteria, CA 93014

DIRECTLINE MOTOR EXPRESS, INC.
2720 East 26th Street
Vernon, CA 90023

GOLD TRANSPORTATION, INC.
P.O. Box 948
Marietta, CA 92564-0948

INDUSTRIAL FREIGHT SYSTEM,
INC.
9120 San Fernando Road
Sun Valley, CA 91352

PAC WEST TRANSPORTATION, INC.
795 West Hedding Street
San Jose, CA 95126

APPENDIX B
Page 5

PEARSON TRUCKING & RIGGING,
INC.
P.O. Box 899
Brea, CA 92622

WEBER DISTRIBUTION WAREHOUSE,
INC.
13530 Rosecrans Avenue
Santa Fe Springs, CA 90670

Ellis Ross Anderson
John M. Tormey.
ANDERSON, DONOVAN & POOLE
601 California Street
Suite 1300
San Francisco, CA 94108

Daniel K. Gaston
John C. Russell
RUSSELL, HANCOCK & JEFFRIES
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Pasadena, CA 91101

Robert L. La Vine
LA VINE AND SHAIN
415 Hearst Building
San Francisco, CA 94103

Michael Stecher
SILVER, ROSEN, FISCHER
& STECHER
88 Kearny Street
Suite 1310
San Francisco, CA 94108

John S. Wong
Administrative Law Judge
PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco, CA 94102

WADE TRANSPORTATION COMPANY,
INC.
P.O. Box 86045
Los Angeles, CA 90086

1-2-3 MESSENGER SERVICE, INC.
5519 South Centinela Avenue
Los Angeles, CA 90066

Robert C. Cagen, Attorney
CA PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco, CA 94105

Edward J. Hegarty
LAW OFFICES OF EDWARD J. HEGARTY
P.O. Box 699
Orinda, CA 94563-0805

Andrew J. Skaff
LAW OFFICES OF ANDREW J. SKAFF
1999 Harrison Street
Suite 1300
Oakland, CA 94612

William D. Taylor
HANSON, BRIDGETT, MARCUS
VLAHOS & RUDY
333 Market Street
23rd Floor
San Francisco, CA 94105

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed in the City and County of San Francisco, State of California on this 3rd day of May, 1995.


Alice Zee Dien

APPENDIX C
Page 1

BEFORE THE California Public Utilities Commission, a department of the State of California, in the City of Sacramento, California, on the 3rd day of August, 1995.

FILED

Investigation on the Commission's own motions into the operations, rates, and practices of Crescent Truck Lines, Inc. (T-154-407) and order it to show cause why Crescent Truck Lines, Inc., Tariffs 2024-CRNT, FCA-PUG-154, CRNT, require that Item 101 CA PUC 2, and Item 320-28 in Western Motor Tariff Bureau Tariff 579-B, effective January 1, 1995, should not be canceled.

AUG 03 1995

SAN FRANCISCO OFFICE

NO. I.92-11-028

Crescent Truck Lines, Inc., upon need, may file C.P.U.C. Case No. C.93-12-048, a complaint against the Athens Transportation System, et al., to the public notice of proceedings, the Defendants, before the California Public Utilities Commission, a department of the State of California, in the City of Sacramento, California, on the 3rd day of August, 1995.

STIPULATION FOR SETTLEMENT

This Stipulation is entered into this 31st day of May, 1995, between the California Public Utilities Commission ("CPUC") and Willig Freight Lines ("Willig").

WHEREAS, the CPUC instituted an investigation against Crescent Truck Lines, Inc. ("Crescent") in 1992, Docket No. I.92-11-028, and

WHEREAS, Crescent filed a complaint (Docket No. 93-12-048) against other carriers, including Willig (the "Action"), and WHEREAS, the CPUC and Willig believe that the issues before the CPUC as to Willig can be resolved expeditiously in the public interest without the need for any finding of liability.

NOW, THEREFORE, the CPUC and Willig agree as follows:

APPENDIX C

Page 2

1. This agreement is dependent upon Crescent's dismissing
with prejudice all claims against Willig asserted in the Action.

(1) 2. Upon dismissal of the Action against Willig, Willig
agrees to withdraw its motion to dismiss herein and to waive and
not pursue any and all undercharge claims that it has or might
claim to have against shippers or consignees arising out of its
past use of shipper-annotated tariffs.

3. The CPUC acknowledges that Willig has taken appropriate
remedial action as may have been required with respect to the
allegations made against it in the Action and agrees that it will
not take any action against Willig, including without limitation,
the bringing of enforcement proceedings, arising out of or
related to Willig's alleged failure to pursue and collect
undercharge claims as agreed in Paragraph 2 supra.

4. Willig and the CPUC agree and acknowledge that this
stipulation shall constitute neither an admission by Willig to
any violation of law or noncompliance with regulation nor an
adjudication by the CPUC on the merits of Crescent's complaint
against Willig.

5. Willig enters into this Stipulation independently and on
its own accord, a fact the CPUC acknowledges.

6. Each party represents and warrants that each has the
right, power and authority to execute this Stipulation, which may
be signed in counterpart originals.

7. Willig is prohibited from using the term "Stipulation"
now, therefore, the CPUC and Willig agree as follows:

APPENDIX C

Page 3

CALIFORNIA PUBLIC UTILITIES COMMISSION

By: 328/SB

Name: Moirah R. Simmers STATE: CA
HANICRCO

Title: Supervising Transport, Rate Expert

Date: July 24, 1995 T. 2, Docket No. 850-11-028

I hereby declare under penalty of perjury that I am over the age of 18 and not
a minor. I am a citizen of California. I am not a resident of San Francisco.
I am a resident of HILLIG FREIGHT LINES, A California Corporation,
1000 Market Street, Suite 415, San Francisco, CA 94103.

By: /s/ I declare under penalty of perjury that the foregoing document is true and correct.
Name: James P. Burlison S. 28
Title: Vice-Chairman
STATE: CA
Date: May 31, 1995

I hereby declare a true copy of the foregoing document is being filed
with the California Public Utilities Commission on behalf of the undersigned:
CRESCENT TRUCK LINES, INC.
SEE APPENDIX "A"

I concur in the foregoing statement made by Mr. Ellis Ross Anderson
to the effect that he is an attorney for the undersigned.
Name: Ellis Ross Anderson S. 29
Title: Attorneys For Crescent Truck Lines
STATE: CA
Date: July 31, 1995

Excepting on August 5, 1995, at San Francisco, California

Report of Settlements

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APPENDIX C

Page 4

CALIFORNIA PUBLIC UTILITIES COMMISSION

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO

Deborah S. Terranova, 510 3rd Street, San Francisco, CA 94103

I, Deborah S. Terranova, am employed in the County of San Francisco, State of California. I am over the age of 18 and not a party to the within entitled cause. My business address is 5 Third Street, Suite 415, San Francisco, CA 94103.

On August 2, 1995, I served the attached document described as:

STIPULATION FOR SETTLEMENT

By placing a true copy thereof enclosed in a sealed envelope addressed as stated on the attached mailing list:

SEE APPENDIX "A"

I caused such envelopes with postage thereon fully prepaid to be placed in the United States mail at San Francisco, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 2, 1995, at San Francisco, California

s/
Deborah S. Terranova

APPENDIX C

Page 5

Ann M. Pougiales
Law Offices of Ann M. Pougiales
595 Market Street, Suite 1900
San Francisco, CA 94105-1288
3320 Base Street
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Daniel K. Gaston
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Suite 530
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Berkman Trunking Company Inc.
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Suite 1300
Oakland, CA 94612
3320 Base Street
Michael Stecher
Silver, Rosen, Fischer &
Stecher
88 Kearney Street, Suite 1310
San Francisco, CA 94108
THT Berkeley Trunking Company
William D. Taylor
Hanson, Bridgett, Marcus,
Vlahos & Rudy
333 Market Street
San Francisco, CA 94105
P.O. Box 1083
P.O. Box 30080
Santa Fe Springs, CA 90630
Edward J. Hegarty
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Moira Simmerson
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San Francisco, CA 94102
Daniel J. Callaghan
CA Public Utilities Commission
505 Van Ness Avenue, Room 2B
San Francisco, CA 94102
John S. Wong
Administrative Law Judge
CA Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102
Robert C. Gagen, Attorney
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102
Alpine Transportation Service
P.O. Box 1031
2910 Rose, CA 92010
Bay Area Los Angeles
Express, Inc.
3000 Hobkins Street
Hayward, CA 94541
Blue Star Trunking Company
3003 California Avenue
Redding, California 96002
CCH Transportation
2418 E. 33rd Street
Long Beach, CA 90810
California Granite Co., Inc.
1600 Base Hill Street
Sunnyvale, CA 94080
Country Western Express, Inc.
P.O. Box 3558
Santa Fe Springs, CA 90630
Country Trunking Lines
4252 Pacific Boulevard
Los Angeles, CA 90023-2503
Cravatoli Trunking
10405 Bellanca Street
Chino, CA 90630
Directline Motor Express, Inc.
3320 Base Street
Arlington, CA 90003
G.I. Trunking Company
14333 Alondra Boulevard
La Mirada, CA 90638
Gold Transport, Inc.
P.O. Box 348
Murphy, CA 95244-0348
Inland Empire Freight System
1520 San Fernando Road
Sun Valley, CA 91352
Apparatus "A" - Page 6
(END OF APPENDIX C)

APPENDIX C

Page 6

Crescent Truck Lines v. Athens, et al.
State of California AP.U.C. Case No. 93-12-048
202 Van Ness Avenue
San Francisco, CA 94103
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Law Office of Ann H. Bond
200 S. Main Street, Suite 1000
San Francisco, CA 94103
John C. Russell
Pac West Transportation, Inc.
795 West Hedding Street
San Jose, CA 95128
200 S. Main Street, Suite 230
San Francisco, CA 94103
Pearson Trucking & Rigging,
Inc.
P.O. Box 899, Suite 1, Signal Hill
Brea, CA 92822
1933 Harrison Street, Suite 1300
Signal Hill, CA 90755
Qwikway Trucking Co.
2929 E. 50th Street
Los Angeles, CA 90058
333 Kestrel Street, Suite 100
Buena Park, CA 90621
TNT Bestway Transportation
2533 E. Indian School Road
Phoenix, Arizona 85016
1111 N. 1st Street, Phoenix, AZ 85016
TNT Reddaway Truck Line, Inc.
P.O. Box 1035
Clackamas, OR 97015
333 Kestrel Street, Suite 100
Long Beach, CA 90810
100 Kestrel Street, Suite 100
Orlando, CA 32801
Viking Freight System, Inc.
411 E. Plumeria Drive
San Jose, CA 95134
202 Van Ness Avenue, San Jose, CA 95103
1-2-3 Messenger Service, Inc.
5519 South Centinela Avenue
Los Angeles, CA 90006
202 Van Ness Avenue, Los Angeles, CA 90006
Ellis Ross Anderson
John M. Tormey
Anderson, Donovan & Poole
601 California Street
Suite 1300
San Francisco, CA 94108
202 Van Ness Avenue, San Francisco, CA 94103
Industrial Freight System,
Inc.
9120 San Fernando Road
Sun Valley, CA 91352
202 Van Ness Avenue, San Francisco, CA 94103
Appendix "A" - Page 6
(END OF APPENDIX C)

WHEREAS, Crescent filing a complaint (Docket No. 93-13-018) against

operator of carrier, including Con-Way (the "Action"), and

APPENDIX D

WHEREAS, the CPUC has issued several orders for the same purpose (see CPUC

of Con-Way can be located elsewhere elsewhere in this public notice which will be filed with the Commission for its review.

BEFORE THE PUBLIC UTILITIES COMMISSION

regarding the

OF THE STATE OF CALIFORNIA

Now, THEREFORE, the CPUC says Con-Way states as follows:

Investigation on the Commission's own motion into the operations, rates and practices of Crescent Truck Lines, Inc. (T-154, 407) and order to show cause why)
Crescent Truck Lines, Inc. Tariffs 20-A, 21-A, 22-A, I.92-11-028)
CRNT, CA PUC 54, CRNT 101 CA PUC)
Item 2, and Item 320-28 in Western Motor Tariff Bureau Tariff 570-A CA)
PUC 85, should not be canceled)

FILED
SEP 15 1995

PUBLIC UTILITIES COMMISSION
REGULATORY DIVISION
SAN FRANCISCO OFFICE

Crescent Truck Lines, Inc.

Complainant

Defendants

STIPULATION FOR SETTLEMENT

This Stipulation is entered into this 28 day of July, 1995, between

the California Public Utilities Commission ("CPUC") and Con-Way Western Express, Inc.

(*Con-Way*).

Con-Way enters into this Stipulation independently set on its own

WHEREAS, the CPUC instituted an investigation against Crescent Truck

Lines, Inc. ("Crescent") in 1992, Docket No. I.92-11-028, and

WHEREAS, Crescent filed a complaint (Docket No. 93-12-048) against a number of carriers, including Con-Way (the "Action"), and

WHEREAS, the CPUC and Con-Way believe that the issues before the CPUC as to Con-Way can be resolved expeditiously in the public interest without the need for any finding of liability.

**DEPARTMENT OF CALIFORNIA
STATES**

NOW, THEREFORE, the CPUC and Con-Way agree as follows:

This agreement is dependent upon Crescent's dismissing, with prejudice, all claims against Con-Way asserted in the Action. Upon dismissal of the Action against Con-Way, Con-Way agrees to withdraw its motion to dismiss therein and to waive and not pursue any and all undercharge claims that it has or might claim to have against shippers or consignees arising out of any past use of shipper-annotated tariffs.

3. The CPUC acknowledges that Con-Way has taken appropriate remedial action with respect to the allegations made against it in the Action and agrees that it will not take any action against Con-Way, including without limitation, the bringing of enforcement proceedings, arising out of or related to Con-Way's failure to pursue and collect undercharge claims as agreed in Paragraph 2 supra.

4. Con-Way and the CPUC agree and acknowledge that this Stipulation
shall constitute neither an admission by Con-Way to any violation of law or noncompliance
with any regulation nor an adjudication by the CPUC of the merits of Crescent's complaint
against Con-Way.

5. Con-Way enters into this Stipulation independently and on its own accord, a fact the CPUC acknowledges.

APPENDIX D

APPENDIX D

6. Each party represents and warrants that each has the right, power and

authority to execute this Stipulation, which may be signed in counterpart originals.

I, Mark H. Simmers, do hereby certify that I was this day present when the foregoing documents

CALIFORNIA PUBLIC UTILITIES COMMISSION
AGREEMENT FOR SETTLEMENT

By: Mark H. Simmers

Name: Mark H. Simmers

Title: Supervising Representative Rate Expert

Date: August 25, 1995

Date of Original, California, this 14th day of September, 1995

CON-WAY WESTERN EXPRESS, INC.

By: James A. Edine

Name: James A. Edine

Title: V.P. Sales

Date: August 16, 1995

(END OF APPENDIX D)

CRESCENT TRUCK LINES, INC.

By: Ellis Ross Anderson

Name: Ellis Ross Anderson

Title: Attorney for Crescent Truck Lines

Date: August 22, 1995

I.92-11-028, 0.93-12-048 /ALJ/JSW/gab

dog\WAT\LTAV\ 8A0-SI-EC.O, 850-TT-SQ.1

APPENDIX D

CERTIFICATE OF SERVICE

RECEIVED IN THE OFFICE OF THE COMMISSIONER OF DISCIPLINE
FOR THE CALIFORNIA BAR ASSOCIATION
RECEIVED BY MAIL

RECEIVED IN THE OFFICE OF THE COMMISSIONER OF DISCIPLINE
FOR THE CALIFORNIA BAR ASSOCIATION
RECEIVED BY MAIL

I hereby certify that I have this day caused the foregoing document:

STIPULATION FOR SETTLEMENT

to be served on all parties of record in Investigation Number I. 92-11-028 and Case No. 93-12-048 whose names appear on the service list attached to the original certificate of this document pursuant to the Commission's Rules of Practice and Procedure.

I declare under penalty of perjury that the foregoing is true and correct.

Dated at Oakland, California, this 14th day of September, 1995.

Kathleen Heider

Kathleen Heider

(END OF APPENDIX D)

APPENDIX E

BEFORE THE

PUBLIC UTILITIES COMMISSION

OF THE STATE OF CALIFORNIA

WHEREAS, Complainant filed a complaint (Docket No. I-92-11-028)

number of cause, including the Undelegated Deliberatives (the "Action") and

Investigation on the Commission's own motion into the operations, rates and practices of Crescent Truck Lines, Inc., (T-154,407) and order to show cause why Crescent Truck Lines, Inc. Tariffs 20-4 CRNT, CA PUC 54, CRNT 101 CA PUC 2, and Item 320-28 in Western Motor Tariff Bureau Tariffs 570-A CA PUC 85, should not be canceled.

Defendants agree as follows:

1. Crescent advises that the CPUC Staff (see note below) will file a brief in support of the Undelegated Deliberatives (T-154,407) in the Action.

2. Upon designation of the Undelegated Deliberatives (see note below) by the Complainant,

Undelegated Deliberatives agree to withdraw their motion of disqualification from the case.

3. Defendants say all undeliverables (i.e. truck base to third party) may be shipped via railroads or common carriers shipping out of (any) all other railroads base to the point of delivery and not base to third party.

Defendants.

4. The CPUC Staff acknowledges that the

Agreement stipulates to compliance with respect to the stipulation of filing

in the Action and agrees that a Stipulation for Settlement

is being filed, including without limitation precessing

This Stipulation is entered into this 12th day of December 1995, by

among the California Public Utilities Commission Transportation Division Staff ("CPUC Staff"); Crescent Truck Lines, Inc. ("Crescent") and California Cartage, C & M

Transportation; Condor Freight Lines; Merchants of California; Qwikway Trucking

Company; Roy Miller Freight Lines; Inland Ventura Transfer (collectively, "Defendants" or "Undersigned Defendants").

WHEREAS, the CPUC Staff instituted an investigation against Crescent in

1992, Docket No. I. 92-11-028, and SIMILARLYS COMMISSION OF THE STATE OF CALIFORNIA

WHEREAS, Crescent filed a complaint (Docket No. 93-12-048) against a number of carriers, including the Undersigned Defendants (the "Action"), and

WHEREAS, the CPUC Staff and the Undersigned Defendants believe that the above issues before the California Public Utilities Commission as to the Undersigned Defendants can be resolved expeditiously in the public interest without the need for any finding of liability.

NOW, THEREFORE, the CPUC Staff, Crescent and the Undersigned Defendants agree as follows:

1. Crescent requests that the CPUC Staff dismiss, with prejudice, all claims against the Undersigned Defendants asserted in the Action.

2. Upon dismissal of the Action against the Undersigned Defendants, the Undersigned Defendants agree to withdraw their motion to dismiss therein and to waive and not pursue any and all undercharge claims they have or might claim to have against shippers or consignees arising out of any alleged past use of shipper annotated tariffs.

3. The CPUC Staff acknowledges that the Undersigned Defendants have taken appropriate remedial action with respect to the allegations made against them in the Action and agrees that it will not take any action against the Undersigned Defendants, including, without limitation, the bringing of enforcement proceedings arising out of or related to the Undersigned Defendants' failure to pursue and collect undercharge claims as agreed in Paragraph 2 hereof.

4. The Undersigned Defendants and the CPUC Staff agree and acknowledge that this Stipulation shall constitute neither an admission by the Undersigned Defendants of any violation of law or noncompliance with any regulation, nor an adjudication by the California Public Utilities Commission of the merits of Crescent's complaint against the Undersigned Defendants.

EXHIBIT A

APPENDIX E

5. The CPUC Staff acknowledges that the Undersigned Defendants have entered into this Stipulation independently and on their own accord.

6. Each party hereunto represents and warrants that it has the right, power and authority to execute this Stipulation, which may be signed in counterpart originals.

William R. Schulte CALIFORNIA PUBLIC UTILITIES COMMISSION
TRANSPORTATION DIVISION STAFF

By: William R. Schulte III

Name: WILLIAM R. SCHULTE III

Title: DIRECTOR III

Date: 12/21/95 III

CRESCENT TRUCK LINES, INC.

By: Ellis Rose Anderson III

Name: Ellis Rose Anderson III

Title: Attorney For Crescent Truck Lines, Inc. III

Date: 12/22/95 III

III

III

III

III

III

III

III

III

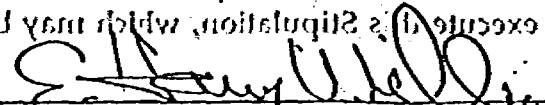
APPENDIX E

g. The CEC Staff acknowledges that the Undesignated Delinquencies page

entitled into this stipulation for our account.

g. Each party hereto represents and warrants that it has the right power and

authority to execute this stipulation which may be signed in counterpart or by

By: 
CALIFORNIA PUBLIC UTILITIES COMMISSION
Name: Harry Wilkes

Title: Traffic Manager

Date: November 3, 1995



/// Name: Michael J. Wilkes

/// Title: Manager

/// Date: 11/3/95

///

/// CRESCENT TRUCK LINES INC.

///

///

/// Name: Michael J. Wilkes

/// Title: Manager

/// Date: 11/3/95

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I.92-11-028, 0.93-12-048

/ALJ/JSW/gab
NAMURIA

880-51-88 G-38-15-51-08

APPENDIX E

CONDOR FREIGHT LINES

By: John P. Carter

Name: Roger V. Crites

Proposed office Title: PRESIDENT

Date: 11/11/95

APPENDIX A

THE MERCHANTS OF CALIFORNIA

By:

Name: Robert A. McLean

Title: Traffic Manager

Date: October 31, 1995

III

QWIKWAY TRUCKING, INC.

- BY -

Name: Dolphin NIEVEZ

Mr. Title: Vice-president

Date: 08/10/30/07

APPENDIX B

ROY MILLER FREIGHT LINES, INC.

By:

Roy Miller Freight LinesS/ M Name: Wally MillerTitle: Secy - TREAS.Date: 10-30-95

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APPENDIX E

C & M TRANSPORTATION

By: Gala Clifford
Name: Gala Clifford
Title: Ex. Vice President
Date: 10/31/91

VENTURA TRANSFER

By: Gala Clifford
Name: Gala Clifford
Title: Ex. Vice President
Date: 10/31/91

(END OF APPENDIX E)