

November 21, 2018

Via Electronic Filing Only

Gary Widerburg  
PSC Secretary  
Utah Public Service Commission  
Heber M. Wells Building, 4<sup>th</sup> Floor  
160 East 300 South  
Salt Lake City, UT 84111

[psc@utah.gov](mailto:psc@utah.gov)

Re: Docket No. 18-053-01

Dear Mr. Widerburg:

Attached for filing please find STRATA Networks' Response along with a Certificate of Service.

If you have any question, please call me.

Respectfully,



Beau D. Hancock  
STRATA Networks  
Legal and Regulatory Affairs

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Attorney for UBTA-UBET Communications, Inc. d/b/a STRATA Networks

**BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH**

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In the Matter of the Formal Complaint of  
Clifford Murray against UBTA-UBET  
Communications, Inc. d/b/a STRATA  
Networks

DOCKET NO. 18-053-01  
**RESPONSE**

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On November 8, 2018, Clifford Murray (“Murray”) filed a Request for Review<sup>1</sup> of the Public Service Commission (“Commission”) Order issued on October 9, 2018 (“Order”). UBTA-UBET Communications Inc., dba STRATA Networks (“STRATA”) respectfully provides its Response to Murray’s Request for Review of the Commission’s Order. The Commission should deny Murray’s request based upon the following:

- The controversy at issue is moot. On October 24, 2018, Murray paid in full the outstanding debt at issue.
- Murray, in his Request for Review, clarifies that he and his wife lived together at the time the outstanding debt was incurred.
- Murray has not provided any facts, agreements, statutes, or applicable regulations that STRATA violates.

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<sup>1</sup> PSC website link for Docket No. 18-053-01: <https://psc.utah.gov/2018/07/26/docket-no-18-053-01/>

**I. MURRAY'S VOLUNTARY PAYMENT OF THE OUTSTANDING DEBT HAS RENDERED THE ISSUE MOOT.**

“An argument is moot [i]f the requested judicial relief cannot affect the rights of the litigants.” *H.U.F. v. W.P.W.*, 2009 UT 10, Para. 21, 203 P.3d 943 (internal quotation marks omitted). There are exceptions to the mootness doctrine. A matter may be considered that appears moot if it “affects the public interest, is likely to recur, and because of the brief time that any one litigant is affected, evades review.” *Local 382*, 2012 UT 75 Paragraphs 29-30, 289 P.3d 582. Once the determination is made that there is no jurisdiction due to the absence of controversy, the courts duty is to dismiss the action. *Baird v. State*, 574 P.2d 713, 716 (Utah 1978).

In *Merhish v. HA Folsom & Associates*, 646 P.2d 731 (1982), the Utah Supreme Court remanded and directed the lower court to dismiss the respondent’s motion to void the Industrial Commission’s order awarding the appellants wage payments, and an order that the writ of garnishment be vacated. *Id.* At 732. The Court reasoned that once the appellants filed and docketed the Industrial Commission’s order in district court, garnished the respondent’s bank account, obtained payment in full, and filed a satisfaction of judgment, the controversy became moot. *Id.*

In the case at hand, Murray has paid the outstanding balance for services rendered. He made this payment approximately 15 days prior to filing his current Request for Review. His voluntary decision to pay in full the outstanding debt in controversy has rendered the issue moot. Furthermore, exceptions to the mootness rule are clearly absent in this case. The controversy at hand does not affect a public interest. The alleged violation will not recur because STRATA is not in violation of any statute, agreement, or administrative ruling. Therefore, it is appropriate for the Commission to deny Murray’s Request for Review.

**II. THE INFERENCE SUPPORTING THE TRANSFER OF THE OUTSTANDING BALANCE IS STRENGTHENED BECAUSE THE MURRAYS COHABITATED WHEN THE OUTSTANDING CHARGES WERE INCURRED.**

Murray has clarified the living arrangement with his wife. The outstanding balance at issue was incurred on or about November 2017. According to Murray, on or about June 2015, Cathy Murray moved back in with Murray and they presently live together. This clarification strengthens the Commission's inference that the rules support a transfer of a customer's delinquent account balance for telecommunication services from an individual account to a joint account. Specifically, the rules governing the termination of telecommunications corporation's services provide "cohabitation of a current account holder with one who is a delinquent account holder who was previously terminated for non-payment" is insufficient as grounds for termination "unless the current and delinquent account holders also cohabitated during the time the delinquent account holder received the telecommunications corporation's service." Utah Admin. Code R746-240-6(B)(2).

The administrative rule governing termination of telecommunication services in the context of cohabitation is difficult to reconcile because Murray's contention is not about termination of services. Murray complains that STRATA's transfer of outstanding balance of telecommunication services received in her name to a current account for telecommunication services received under her and her husband's name is unlawful. STRATA is not aware of any law, agreement, or administrative rule it has violated.

**III. MURRAY FAILS TO CITE ANY RULES, LAWS, OR AGREEMENTS THAT STRATA HAS VIOLATED.**

Murray fails to include STRATA's entire terms and conditions. STRATA's terms and conditions clearly state that customers are obligated to pay for all services rendered in their

name.<sup>2</sup> Murray's allegation that STRATA is improperly making him a responsible party to his wife's bill is without merit. Cathy Murray has received landline, broadband, and wireless services from STRATA and is responsible to pay for those services. Murray has not alleged any service problems or provided evidence that STRATA has incorrectly billed Murray and his wife for telecommunication services provided in their names.

STRATA respectfully requests for the Commission deny Murray's Request for Review

RESPECTFULLY SUBMITTED this 21st day of November 2018.

UBTA-UBET Communication, Inc. d/b/a  
Strata Networks



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<sup>2</sup> See Exhibit "A" STRATA's Terms and Conditions filed concurrently with this Response.

**CERTIFICATE OF SERVICE**

Docket No. 18-053-01

I hereby certify that on the 21 day of November, 2018, I caused a true and correct copy of the foregoing STRATA NETWORK'S RESPONSE TO MURRAY'S REQUEST FOR REVIEW to be served upon the following persons via electronic mail at the e-mail addresses shown below, and via U.S. Mail to Clifford Murray.

By Electronic-Mail:

Clifford Murray ([4crystaludball@gmail.com](mailto:4crystaludball@gmail.com))

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