

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

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 OF CLIFFORD MURRAY
TO STRATA NETWORKS RESPONSE
AND MOTION TO DISMISS

Strata Networks (“STRATA”) has responded and requested that Clifford Murray’s complaint be dismissed claiming that I have failed to state a claim upon which the Commission can grant relief. I, Clifford Murray (“MURRAY”) respond and oppose such Motion based upon the following:

- 1) STRATA has erroneously billed a joint account belonging to MURRAY and Cathy Murray (“Account 1”) for charges incurred under an account belonging solely to Cathy Murray (“Account 2”).

STRATA claims “... *Clifford Murray and Cathy Murray are joint account holders and joint members under the Bylaws of STRATA.*⁸ Under STRATA's Bylaws, the company is entitled to rely on the representations of either spouse. Both spouses to the joint membership agree to indemnify and hold the Cooperative harmless from actions, conduct, or representations by either spouse and from actions taken by the Cooperative relying on representations of either spouse.⁹”. Section 1.1 of the Bylaws of STRATA states, in part:

“SECTION 1.1. Eligibility. Any person, firm, association, corporation, or body politic or subdivision thereof may become a member of UBTA-UBET COMMUNICATIONS INC. (hereinafter called the "Cooperative") upon receipt of retail telecommunications

and information services (hereinafter referred to as "services") from the Cooperative and complying with the following:

(1) Make a written application for membership for the Cooperative's records;"

MURRAY has requested that STRATA provide MURRAY with a copy of an Application for Membership which MURRAY made and signed. STRATA to date has been unable to provide such.

What STRATA has provided as a possible explanation of why no such Application by MURRAY exists are attached hereto as Exhibit A and Exhibit B. On both Exhibit A and Exhibit B next to the checkbox labeled Option 3 is a description in parenthesis of what Option 3 consists of which states "(No Out-of Pocket Expense Involved. Automatic Default If No Written Application Returned.)". STRATA, contrary to the cooperative's bylaws, has been, by default, initiating membership for those who do not submit a written application for membership. MURRAY apparently never applied for membership in STRATA and thus cannot be a member.

Membership in the STRATA cooperative is an irrelevancy regarding STRATA accounts for service and how STRATA administers those accounts. Membership in STRATA is not an issue raised in MURRAY's complaint. Membership in STRATA is only an issue given rise through STRATA's Response and the concurrently filed Affidavit of Lana Berrett.

STRATA's bylaws Section 1.3. states, in part, "*A person may elect not to be a member.*" The paragraph below Option 3 on Exhibit A, page 1 of 2 and Exhibit B, page 1

of 2 states, in part, “*Those individuals who choose to be non-member subscribers must complete and sign a withdrawal request...*” Exhibit A, page 2 of 2 and Exhibit B, page 2 of 2, are devoted to Membership Withdrawal Request. This Withdrawal Request states “*Article 1.7 of the bylaws states that a person may request to withdraw from membership. Services offered by UBTA-UBET Communications will not be affected by an individual’s membership status.*” Section 1.7 of the bylaws states, in part, “*(a) Any member may withdraw from membership upon compliance with such uniform terms and conditions as the Board may prescribe.*” It is clear that the STRATA’s bylaws do not anticipate that a person who does not make an Application for Membership becomes a member by default. Thus one does not have a need to withdraw from membership. Exhibit A and Exhibit B make it clear that membership and non-member subscriber are separate account types. Statements on Exhibit 1 and Exhibit 2 regarding a subscriber’s need to withdraw from membership prior to becoming a member appear to be an outright error.

STRATA and Lana Berrett both conflate membership and accounts as being equal and one and the same when clearly they are not. Members can have accounts and non-member subscribers can have accounts. Membership is irrelevant to having an account or being a party to a joint account. Strata, in its Response, states “*The services on Account 2 were ordered by Cathy Murray, who is an account holder on Account 1 and Account 2. STRATA has no knowledge of whether Clifford Murray was aware of the actions of his wife, Cathy Murray, when she started telecommunication services on Account 2.*” This illustrates STRATA’s difficulty discerning the difference between an account and a membership. Cathy Murray’s first account (Account 1, which later became a joint account) came into being at STRATA in 2001 through a Qwest acquisition by STRATA (see

STRATA's Response). Account 2, Cathy Murray's sole account, was created for Cathy Murray in 2006 (see STRATA's Response). STRATA's statement of no knowledge of MURRAY's knowledge of Cathy Murray starting Account 2 in 2006 is of no use in the determination of anything related to this Action as MURRAY did not enter the picture until 5 years later. MURRAY was added to Account 1 in 2011 and Account 1 became a joint account (see STRATA Response). MURRAY was added to Account 1 only.

STRATA's practices in administering accounts also makes it clear that joint accounts are not tied to sole accounts regardless of membership status. At some point, to the best of my memory around 2014 or 2015, Cathy Murray was having issues of some kind regarding services or billing or something on Account 2 and MURRAY offered to help clear it up. MURRAY was unable to deal directly with STRATA regarding Account 2 due to not being a party to Account 2. Cathy Murray had to add MURRAY as an authorized person. MURRAY requested STRATA's record of this authorization but STRATA declined to provide it. In lieu of that record MURRAY has attached hereto as Exhibit C a transcript of an online interaction MURRAY had with a STRATA representative May 31st, 2018. Beginning on line 21 of Exhibit C it states "*Being an authorized person on the account only allows you to receive information and make changes, it does not hold you financially responsible for the balance.*" Couple this information with STRATA's admission that Account 2 was in Cathy Murray's name only and it is clear MURRAY is not a part of Account 2. If I was a part of Account 2 through joint membership, as Strata asserts in its Response, why would MURRAY have needed Cathy Murray to name MURRAY as an authorized person? Since MURRAY needed Cathy Murray to authorize MURRAY on Account 2 it is illustrated that 1) in administering accounts STRATA does

not believe that it is allowed to rely on representations of either spouse due to a joint membership as Strata asserts exists, or 2) MURRAY was never part of Account 2 by membership or otherwise. Under either scenario MURRAY is not responsible for Account 2 and an Account 2 balance cannot be transferred to a joint account.

- 2) STRATA is erroneously applying rules under Utah Administrative Code R746-200 which relates to Residential Utility Service Rules for Electric, Gas, Water and Sewer Utilities.

Strata's states in its Response "*STRATA believes the practice of transferring outstanding debts from one account to another account for a similar class of service (such as residential to residential) is a legal and common practice for utility entities operating under the jurisdiction of the Utah Public Service Commission*".⁵ No such rules exist under R746-240-Telecommunications Rules. STRATA errs.

- 3) STRATA in its Response states "*Additionally, a "[t]elecommunications service is to be conditioned upon payment of deposits, when required, and of the outstanding debts for past telecommunications service which owed by the applicant to that telecommunications corporation....."*".⁶ Utah Administrative Code R746-240-3(B)(1)."

Utah Administrative Code R746-240-3(B)(1) relates to the time of application.

No services are being applied for at this time. STRATA errs.

STRATA errs in billing MURRAY for services not received by or agreed to by MURRAY. It is proper for the Public Service Commission to grant relief to MURRAY by barring such billing.

Submitted this 11th day of September, 2018.

Clifford Murray

Clifford Murray
2570 N. 3500 E.
Roosevelt, Utah 84066
435-722-2365
4crystaludball@gmail.com

I hereby certify that on the 11th day of August, 2018 I caused a true and correct copy of the foregoing RESPONSE OF CLIFFORD MURRAY TO STRATA NETWORKS RESPONSE AND MOTION TO DISMISS upon the following persons via electronic mail at the email addresses shown below and hand delivered to Strata Networks office in Roosevelt, Utah and US Mail to the Office of Consumer Services.

Electronic Mail:

Lana Berrett (lberrett@stratanetworks.com)

Beau Hancock (bhancock@stratanetworks.com)

Strata Networks

Patricia Schmid (pschmid@agutah.gov)

Justin Jetter (jetter@agutah.gov)

Robert Moore (rmoore@agutah.gov)

Assistant Utah Attorneys General

Erika Tedder (etedder@utah.gov)

Division of Public Utilities

Office of Consumer Services

160 E. 300 S., 2nd Floor

Salt Lake City, Utah 84066



Clifford Murray

EXHIBIT A

Page 1 of 2



Welcome to UBTA-UBET Communications. As of December 31, 2005 the merger of UBTA Communications and UBET Telecom into UBTA-UBET Communications, Inc. was completed.

Listed below are the options for electing membership in the new Cooperative. Please review the membership options indicated below and select your preferred membership choice.

OPTION 1 (To Receive Full Membership & Voting Rights Immediately.)

I elect to pay the initial \$50 of the \$200 membership fee upfront and agree to apply future patronage to the remaining balance of \$150, or to pay the entire \$200 membership fee upfront. By doing so, I will be classified as a Class A member. To select this option, I will submit payment for my membership fee with this application, either by sending it in with this form or by visiting a local UBTA-UBET office. Until my application is received or until such visit my membership will default to option 3.

- I elect to pay the initial \$50 of the \$200 membership fee upfront and agree to apply future patronage to the remaining balance of \$150.
- I elect to pay the entire \$200 membership fee upfront.

OPTION 2

I authorize UBTA-UBET Communications to initiate my membership by billing me \$5/month for ten months to fulfill my initial \$50 of my \$200 membership obligation. I understand that I will be classified as a Class B member during the first ten months until the \$50 is paid in full, at which time my membership will be converted to a Class A membership. I understand that I will not have full membership and voting rights until the initial \$50 obligation is met. I also agree to apply future patronage credited and retired, to the remaining balance of \$150.

OPTION 3 (No Out-Of Pocket Expense Involved. Automatic Default If No Written Application Is Returned.)

I authorize UBTA-UBET Communications to initiate my membership by applying all future patronage to cover the \$200 membership fee. I understand that I will be classified as a Class B member until the initial \$50 is accrued through credited and retired patronage, at which time I will be converted to a Class A member. I understand that I will not have full voting rights until my initial \$50 obligation is met. I understand that patronage accruals may not be predetermined due to multiple factors.

Customers may request to withdraw from membership. Those individuals who choose to be non-member subscribers must complete and sign a withdrawal request which is available at your local UBTA-UBET office.

A past member seeking to renew membership will be responsible only for the amount left unpaid at the time the membership was terminated. Any amount previously paid toward a membership will be credited toward the membership fee owed when the membership is renewed.

Customer Name: _____

Telephone Number: _____

Customer Signature: _____

Date of Application: _____

Please return this form to UBTA-UBET (PO Box 398, Roosevelt, UT 84066)

You may also send it with your monthly bill payment.

For further information, please feel free to contact UBTA-UBET.

Roosevelt
211 E 200 N

622-5007
www.ubta-ubet.com

Vernal
609 W Main

EXHIBIT A
Page 2 of 2



Membership Withdrawal Request: Article 1.7 of the bylaws states that a person may request to withdraw from membership. Services offered by UBTA-UBET Communications will not be affected by an individual's membership status. Customers may, at any time in the future, become a member of the cooperative by completing the membership requirements. Those individuals who choose to be non-member subscribers at this time must complete and sign the withdrawal request below:

OPTION 4 (Withdrawal from Membership)

I authorize UBTA-UBET Communications to withdraw my membership. I understand that I will be classified as a non-member subscriber, and that I waive all rights to accrue patronage, vote, or run for directorship.

Customer Name: _____ Telephone Number: _____

Customer Signature: _____ Date of Withdrawal: _____

Please return this form to UBTA-UBET (PO Box 398, Roosevelt, UT 84066)
You may also send it with your monthly bill payment.
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EXHIBIT B

Page 1 of 2



Welcome to STRATA NETWORKS. As of December 31, 2005 the merger of UBTA Communications and UBET Telecom into STRATA NETWORKS Communications, Inc. was completed. (We are now doing business as STRATA NETWORKS.)

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- I elect to pay the initial \$50 of the \$200 membership fee upfront and agree to apply future patronage to the remaining balance of \$150.
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OPTION 2

I authorize STRATA NETWORKS to initiate my membership by billing me \$5/month for ten months to fulfill my initial \$50 of my \$200 membership obligation. I understand that I will be classified as a Class B member during the first ten months until the \$50 is paid in full, at which time my membership will be converted to a Class A membership. I understand that I will not have full membership and voting rights until the initial \$50 obligation is met. I also agree to apply future patronage credited and retired, to the remaining balance of \$150.

OPTION 3 (No Out-Of Pocket Expense Involved. Automatic Default If No Written Application Is Returned.)

I authorize STRATA NETWORKS to initiate my membership by applying all future patronage to cover the \$200 membership fee. I understand that I will be classified as a Class B member until the initial \$50 is accrued through credited and retired patronage, at which time I will be converted to a Class A member. I understand that I will not have full voting rights until my initial \$50 obligation is met. I understand that patronage accruals may not be predetermined due to multiple factors.

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Customer Name: _____

Telephone Number: _____

Customer Signature: _____

Date of Application: _____

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You may also send it with your monthly bill payment.

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EXHIBIT B

Page 2 of 2



STRATA
NETWORKS

Your UBTA-UBET Company, Moving Forward.

Membership Withdrawal Request: Article 1.7 of the bylaws states that a person may request to withdraw from membership. Services offered by STRATA NETWORKS will not be affected by an individual's membership status. Customers may, at any time in the future, become a member of the cooperative by completing the membership requirements. Those individuals who choose to be non-member subscribers at this time must complete and sign the withdrawal request below:

OPTION 4 (Withdrawal from Membership)

I authorize STRATA NETWORKS to withdraw my membership. I understand that I will be classified as a non-member subscriber, and that I waive all rights to accrue patronage, vote, or run for directorship.

Customer Name: _____ Telephone Number: _____

Customer Signature: _____ Date of Withdrawal: _____

Please return this form to STRATA NETWORKS (PO Box 398, Roosevelt, UT 84066)

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EXHIBIT C

1 May 31st, 2018

2 Dakotah H: Support Agent

3 Good

4 Dakotah H: Thanks for contacting Strata. This is Dakotah H, May I get a contact number in case
5 this chat is disconnected?

6 Cliff Murray: Invoice 003287572. Can you clue me in as to what this is a bill for?

7 Dakotah H: Do you have your account number by chance?

8 Cliff Murray: 175679

9 Dakotah H: Thank you

10 Let me take a look at invoice 3287572 for you

11 Im still looking give me one more moment

12 It looks like it the balance of \$547.75 was transferred to your active account from your inactive
13 account (inactive account had cell phones on it)

14 Cliff Murray: I did not have an inactive account

15 Dakotah H: The inactive account is under Cathy Murray's name with you as an authorized
16 person. Because Cathy's name is shared on your current account the unpaid balance of \$547.75
17 moved to the active account to be paid.

18 Cliff Murray: Please bear with me as I try to gather facts. Is it a relevant fact or an irrelevant fact
19 that I was an authorized person on that account?

20 If it is relevant please explain how?

EXHIBIT C

21 Dakotah H: Being an authorized person on the account only allows you to receive information
22 and make changes, it does not hold you financially responsible for the balance. However Cathy
23 is responsible for the inactive account and is also a financially responsible party on your current
24 account 175679. Since she is responsible for both accounts the balance was moved because it has
25 not been paid.

26 Cliff Murray: Clarify please. Is the fact I was an authorized person on Cathy's account relevant
27 or irrelevant to the matter at hand?

28 Dakotah H: No

29 Cliff Murray: Thank you.

30 Are you saying that I am now financially responsible for Cathy's account balance?

31 Dakotah H: Cathy is responsible for her balance, her name is on the same account as yours.
32 Because you are a shared account holder that does make you responsible as well. Because your
33 name is on the active account with her. Cathy is responsible for the balance

34 Cliff Murray: So exactly how do I become responsible for something I had nothing to do with?
35 Under what term of my contract with Strata was responsibility shifted to me?

36 Dakotah H: Cathy's name is on both accounts, that makes Cathy responsible for the balance.
37 Because she shares account 175679 with you, the balance is now due on that account.

38 Cliff Murray: Please share with me the Strata contract term which I am a party to or the policy
39 which allows Cathy or Strata to make me responsible for an account balance not associated with
40 the account I am named on?

EXHIBIT C

41 Dakotah H: My recommendation would be to speak with our Collections Manager she can
42 provide any documentation you may need. You can contact her on Monday at 435-622-5262.
43 Her name is Vickie. If you prefer, I can have her contact you, what is the best number we can
44 have her reach you at?

45 Cliff Murray: Do you have specific training on the contract terms? Do you have specific training
46 on Strata Policy?

47 Dakotah H: I have been fully trained. I recommend for you to speak with our collections
48 department to continue conversation concerning the unpaid balance in question.

49 Cliff Murray: Being "fully trained" are you speaking from a perspective of a contract term or a
50 Strata policy when you say I am responsible? Or are you speaking from a training perspective
51 where you were trained that I was responsible?

52 Dakotah H: Again, we are stating that Cathy is the responsible party on the balance, Her name is
53 also on account # 175679.

54 In order to continue conversation concerning the balance, you will need to speak to our
55 collections manager. I would be more than happy to have her give you a call.

56 Cliff Murray: Am I correct in assuming you will shut my phone service down if Cathy does not
57 pay that balance?

58 Dakotah H: You are correct, if Cathy does not pay the balance on the account, it will be turned
59 off

60 Cliff Murray: THank you.

EXHIBIT C

61 Dakotah H: I will pass your information and concern on to our collections department and ask
62 that they email you unless you would prefer a phone call. You are also more than welcome to
63 come into the Roosevelt office and speak to a manager there.

64 Cliff Murray: I have been trying for years to get Cathy's name removed from this account. Strata
65 has told me they would remove it in the past but then changed their mind. We are talking a years
66 long process.

67 Dakotah H: We do have documentation on your account that on 3/3/17 you came in to the Vernal
68 store then on 3/6/17 you came in to the Roosevelt store and were given a form to sign. That form
69 hasn't been signed and returned to us. Per your conversation with the representatives then, you
70 were made aware that Cathy wouldn't be removed until the paperwork was completed and
71 returned to us.

72 Cliff Murray: Let's end this. Read

73 Dakotah H: Thank you for your time, i'll have our collections department get in touch with you.
74 Have a great evening.