

Clifford Murray
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Complainant

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 REQUEST FOR REVIEW
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Clifford Murray (“MURRAY”), pursuant to Utah Code Ann. §§ 63G-4-301 and 54-7-15, hereby requests review by the Public Service Commission (“COMMISSION”) of the COMMISSION’s Order issued in this matter on October 9th, 2018 (“Order”).

The COMMISSION found ““First, while no rule expressly addresses the transfer of a telecommunications customer’s delinquent account balance from an individual account to a joint account, the rules support an inference that such a transfer is appropriate...” citing as example two circumstances where the Rules allow for the termination of telecommunications services provided to a non-delinquent account:

- A) “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 cohabited during the time the delinquent account holder received the telecommunications corporation’s service.” (R746-240-6(B)(2.b))

B) “delinquency in payment for service by a previous occupant at the premises to be served *other than a member of the same family or household*” is insufficient grounds for termination. (*Id.* Emphasis added.)” (R746-240-6(B)(2.d))

MURRAY contends that the COMMISSION errs in such finding. MURRAY argues that R746-240-6(B)(2) is specifically designed to avoid transferring responsibility which is solely owed by one cohabitant to another cohabitant by offering STRATA the option of terminating service as remedy should they choose to follow that course of action rather than allow the cohabitating delinquent account holder to continue receiving services through a current joint account. This allows responsibility for services billed to remain exactly where they belong, with the cohabitant who requested and utilized the services while STRATA is not snookered into continuing to provide services, residential in this case, to a delinquent account holder who is cohabitating and utilizing services billed to a non-delinquent joint account. The Rule does not mention in any way transfer of service billing from one account to another. If the cohabitants want continued service they can figure it out amongst themselves who will and who will not pay the delinquent service billing. The Rule makes it clear that this is a matter for the cohabitants to argue amongst themselves and STRATA’s remedy is termination of service. The Rule does not contemplate making an additional party responsible for the delinquent service billing.

Perhaps a little clarification is in order. The COMMISSION stated in its Order that “These rules apply to termination of service, which is not presently at issue in this docket, and the record before the PSC is not clear as to the living arrangement between Mr. Murray and his wife, Cathy Murray.” MURRAY will provide such clarification.

- a) 2001 (information provided by STRATA in their Response)-STRATA acquired a Qwest exchange which Cathy Murray had phone service on. Our residential phone service had always been solely Cathy Murray's account during our marriage. This is Account 1.
- b) 2006 (information provided by STRATA in their Response)-Cathy Murray activated a second account. This is Account 2. Again, this account is solely Cathy Murray's.
- c) Late 2009-Cathy Murray and MURRAY separate and Cathy Murray moves into a house she purchased.
- d) 2011 (information provided by STRATA in their Response)-Cathy Murray adds MURRAY to Account 1. No application from MURRAY to join the STRATA Cooperative has been found so MURRAY and Cathy Murray are joint account holders for Account 1 only. Cathy was not removed from this account for various reasons which are irrelevant in this matter.
- e) End of June 2015. Cathy Murray and MURRAY's 9 year old grandson, while improperly supervised by his mother, plays with charcoal lighter fluid and matches outside and burns Cathy Murray's house to the ground. Scrap iron inside the foundation is all that is left. Well, that and ashes. MURRAY is in Wyoming working and cell service is down the evening and night the house burned. By the time cell service came back up the next morning MURRAY already has new roommates. Cathy Murray (as well as MURRAY) has lived there since that time while awaiting sufficient resources to replace her home on her lot.
- f) 2017-Due to Cathy's home burning she was no longer in need of residential service and so all that remained on Account 2 were cell phones. Cathy moved her cell phone service

to AT&T and all that remained on Account 2 when it went delinquent was cell service being utilized by an adult child of Cathy Murray and MURRAY.

Additional support for the assertion that R746-240-6(B)(2) is designed specifically to avoid transfer of service billing from a delinquent account solely owned by one cohabitant to an account either jointly owned or solely owned by a non-delinquent account holder comes from R746-240-3 which also deals with delinquent services billing. R746-240-3(B)(3) requires that “An applicant is ineligible for service if at the time of application, the applicant is cohabiting with a delinquent account holder, previously terminated for non-payment, and the applicant and the delinquent account holder received the telecommunications corporation's service, whether the service was received at the applicant's present address or another address.” This Rule does not infer the possibility of the delinquent service billing being transferred so as to make an additional party responsible. It leaves the delinquent service billing with the responsible party solely. If the cohabitants want service they can figure it out amongst themselves who will and who will not pay the delinquent service billing. STRATA’s recourse is collections and suit to collect the delinquent services billing. STRATA’s protection and remedy is not being required to provide services to the delinquent account holder while the delinquent services billing is unpaid.

An additional consideration which supports that a transfer is not inferred by R746-240-6(B)(2) is the resultant aftermath should the delinquent services billing be transferred to a joint account and the joint account then goes delinquent as well. First Strata would look for any other joint accounts which Cathy Murray or MURRAY are holders of. Finding none for Cathy Murray but finding a joint account which MURRAY may hold with an aging parent for the aging parent’s residential service, Strata transfers what was to begin with Solely Cathy Murray’s

service billing, to MURRAY's and his aging parent's joint account. What an unequitable daisy chain of responsible parties that weaves.

If, instead, Strata opts to send the Cathy Murray/MURRAY joint account delinquent services billing from the sole account to collections and then file suit to collect, in the specific instance the subject of this Docket, services which were agreed to by Cathy Murray provided to her sole Account 2 would become the responsibility of an additional party (MURRAY) and collections and suit would include MURRAY as well. If MURRAY pays the delinquent services billing which has been transferred so as to retain STRATA's services MURRAY has become the sole party collected from and must, if he so chooses, file suit to collect from the party who agreed to and received the services, Cathy Murray, thus STRATA has successfully transferred their argument with Cathy Murray to MURRAY to fight. What is equitable about that? STRATA should fight their fight with Cathy Murray through collections and suit, terminate services and let MURRAY and Cathy Murray argue amongst themselves who will take responsibility to pay the delinquent services billing. That is equitable and is precisely why R746-240-6(B)(2) is designed as it is.

MURRAY requests that the COMMISSION reverse its Findings that "...the rules support an inference that such a transfer is appropriate..." and "Indeed, the rules governing termination support an inference that, in transferring the outstanding balance from Cathy Murray's individual account to her jointly held account, STRATA did not act in a manner inconsistent with our administrative rules."

MURRAY is not an attorney or an expert on how this process works. Having said that MURRAY will go ahead and present additional facts in case they can be deemed as relevant. The Strata Networks ("STRATA") delinquent billed services which are the subject of this

Docket are 100% Wireless Telephone Services; no residential service is involved. Strata's Wireless Telephone Terms and Conditions (attached as Exhibit D) states "**Miscellaneous.** This Agreement supersedes any proposal or prior agreement, oral or written." It is also stated "**Use of Service.** All charges and other amounts due under this Agreement, whether authorized or not, will be your responsibility. If more than one party is named in this Agreement as a billing responsible party, liability shall be joint and several." Clearly Strata's Wireless Telephone Terms and Conditions do not contemplate that the billing for a sole account to become a liability that is joint and several by any means other than if one "...is named in this Agreement as a billing responsible party..." Strata has acknowledged MURRAY is not named on the sole account the wireless services were provided to.

MURRAY again argues that 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 to MURRAY.

Submitted this 8th day of November, 2018



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I hereby certify that on the 8th day of November, 2018 I caused a true and correct copy of the foregoing REQUEST FOR REVIEW upon the following persons via electronic mail at the email addresses shown below and US Mail to the Office of Consumer Services.

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Clifford Murray