

Mailed 7/23/98

Decision 98-07-082 July 23, 1998

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Order Instituting Investigation on the Commission's own motion and Order to Show Cause whether Guy W. Martens, dba Western Cellular, Inc., has violated consumer protection laws and should be subject to sanctions or the imposition of operating requirements to advance consumer protection.

(U-4182-C)

ORIGINAL

Investigation 97-04-014
(Filed April 9, 1997)

DECISION APPROVING SETTLEMENT STIPULATIONS

Summary

This decision approves settlement stipulations negotiated between our Consumer Services Division (CSD or Staff) and the respondents in the above-named investigation. As explained below, owing to the peculiar history of this proceeding, Staff has negotiated two settlement stipulations (and a "clarification" concerning one of the stipulations) with various respondents. The parties to the first stipulation, which is dated July 9, 1997, are CSD and Robert A. McGath, who was formerly the president of respondent Western Cellular, Inc. (Western), but is apparently no longer affiliated with it. The July 9 stipulation is attached to this decision as Appendix A. The parties to the second stipulation, which is dated July 14, 1997, are CSD, Western and respondent Guy W. Martens (Martens), who was apparently Western's principal. The July 14 stipulation is attached to this decision as Appendix B.

CSD, Western and Martens have also entered into a "Clarification" of the July 14, 1997 stipulation, which is attached to this decision as Appendix C. As explained below, we have some questions about the status of the Clarification owing to (1) the withdrawal of Western's and Martens's attorney from this

proceeding, and (2) the apparent pendency of bankruptcy proceedings against Martens. However, despite these concerns, we have decided to approve the three stipulations as being in the public interest because they provide for much of the same relief that would have been appropriate if a hearing had been held and Staff had prevailed. If problems develop in enforcing the stipulations, we invite affected parties to bring these problems to our attention by means of a petition for modification.

Background

The Order Instituting Investigation (OII) that commenced this proceeding was filed on April 9, 1997. The OII stated that an investigation by Staff had revealed, among other things, that Western had obtained a Wireless Identification Number (WIN) from our Commission Advisory and Compliance Division even though Western had no actual business address in California and, apparently, no authority to operate from the Federal Communication Commission.

The OII noted Staff's allegation that Martens, who appeared to be Western's principal, had "used his WIN, and the aura of legitimacy it can lend to anyone promoting wireless service, to help victimize people in two ways." (OII, p. 2.) The first way was by inducing investors to give Martens thousands of dollars, in return for which they received only "worthless stock certificates." The second way was by fraudulently inducing consumers to call Western to sign up for cellular services. According to Staff, when the consumer called, a credit card number would be taken and a new cellular phone would be promised. The consumer would be told that service wouldn't begin for a week or two, and that no credit card charge would be made until service did begin. However, according to Staff, even though many consumers were billed for credit card charges of \$450-\$650 by Western, no services were in fact provided and no

cellular phone was ever sent. After summarizing these allegations, the OII stated:

"If these allegations are true, the WIN issued by the Commission is essentially being used to aid in a business 'front' to facilitate the theft of money from consumers, and we cannot allow this harm to consumers to continue." (*Id.*, p. 3.)

The OII continued that under 47 U.S.C. § 332(c)(3)(A), the Commission has jurisdiction to resolve customer complaints involving wireless providers such as Western, and that applicants granted WINs are informed of this and of the requirement that they abide by "applicable consumer protection rules and laws." The OII continued that pursuant to this consumer protection jurisdiction, WIN recipients who violate consumer protection rules or laws can be ordered to pay reparations and are subject to sanctions under Public Utilities (PU) Code § 2107 for violating Commission orders and rules.

Based on the allegations set forth in the OII, Western, Martens, and McGath were made respondents to the investigation, and were ordered to "cease and desist any and all use of WIN U-4182-C in the advancement of fraudulent marketing, and any use which is illegal under the laws of California." The Executive Director was instructed to make personal service of the OII on at least one of the individual respondents, and respondents were informed that if they were found to have violated any Commission rule or order, they would be subject to sanctions under PU Code § 2107, their WIN registration might be canceled, and "further California operations prohibited if those measures are necessary to protect consumers."

Pursuant to the Ordering Paragraphs of the OII, personal service was made on Martens and Western on April 24, 1997. On May 27, 1997, respondents were notified by mail that a hearing on the allegations in the OII would be held on

June 9, 1997. After the respondents engaged counsel and began settlement negotiations with CSD, the hearing date was postponed until July 14, 1997.

Terms of the July 9 and July 14, 1997 Settlement Stipulations

On July 14, 1997, the parties informed the assigned Administrative Law Judge (ALJ) that settlement stipulations had been reached with all of the respondents. On July 16, 1997, two stipulations were filed by the Staff, along with motions seeking their approval as the final disposition of this proceeding. As noted above, the first stipulation is between Staff and McGath individually. It is dated July 9, 1997 and -- as noted above -- is attached to this decision as Appendix A. The second stipulation, which is between CSD, on the one hand, and Martens and Western, on the other, is dated July 14, 1997 and is attached to this decision as Appendix B.

Both stipulations provide that the respondents signing them agree to the voluntary revocation for cause of the WIN that was granted to Western, U-4182-C. Martens, McGath, and Western also agree that none of them, whether alone or together, will either by themselves or with other corporations or partnerships apply for a new WIN within California for a period of five years. After that time, they all agree that if any of them applies for a WIN, they will do so formally and "shall inform the Commission about this investigation" in the first paragraph of the application and any accompanying cover letter. (App. A, paras. 1 and 2; App. B, paras. 1 and 4(a).)

Apart from these common provisions, the two stipulations differ substantially. McGath has no further obligations under his stipulation because, as stated in CSD's July 16, 1997 motion, "[s]taff believes that McGath bears no responsibility for any wrongdoing in this matter, and he is no longer President of Western Cellular."

Martens and Western, on the other hand, have three additional obligations under their July 14 stipulation. First, in the event Martens divests himself of his interest in Western within the five-year period during which he has agreed not to seek a new WIN number, Martens's successor must, if it applies for a WIN within that time, satisfy CSD's Supervisor of Enforcement that "said transfer was at arm's length and that Martens will have no part in any aspect of the successor company." (App. B, para. 4(b).) Second, on the issue of restitution, Martens and Western are obliged to answer a Staff data request within one week after execution of the stipulation, and, within 30 days after execution, to provide Staff with proof that California customers of Western have been made whole. (*Id.*, para. 2.) Third, within 15 days after Commission approval of the stipulation, Martens and Western are obliged to pay \$5,000 to the Commission "representing payment of Staff's investigation costs in this matter." (*Id.*, para. 3.)

Circumstances Leading Up to the "Clarification" of the July 14, 1997 Stipulation and CSD's Motion For Adoption of the Clarification

After CSD submitted its motion seeking approval of the July 9 and July 14 stipulations, a proposed decision approving them was prepared and placed on the agenda for the Commission's October 9, 1997 meeting. However, this proposed decision was withdrawn at the request of the Assigned Commissioner after an attorney representing an aspiring *reseller* of Western's service wrote a letter to the Executive Director asking for clarification that the July 14 stipulation would not preclude such resale.¹ After receiving replies from both CSD and

¹ The September 30, 1997 letter from the attorney, Thomas MacBride, Esq., stated:

"We write to confirm that our client may *resell* Western's wireless services, even if Western, ostensibly because of its relinquished WIN, could not provide such services itself of a retail basis. We presume that (1) our client need only obtain its own WIN by filing with the Commission's Wireless Identification

Footnote continued on next page

Western,² the Assigned Commissioner withdrew the proposed decision and asked the parties to consider reviving their settlement negotiations, in the hope that their differences over the resale issue could be resolved.

During the Fall of 1997, CSD, Martens and Western held discussions about the resale issue. After it appeared that they would be unable to resolve their differences, a hearing on the allegations in the OII was scheduled for January 26, 1998. However, on January 20, 1998, the parties informed the assigned ALJ that they had entered into a "Clarification To Stipulation for Settlement" (Clarification), which is attached hereto as Appendix C. The Clarification deals with the resale issue by stating that the intent of the July 14, 1997 stipulation was to exclude "Guy Martens and Western Cellular in themselves, and Andrew Page as Western Cellular's President, whether alone or together, or in any partnership

Registration and (2) may resell Western's underlying cellular service so long as our client remains the carrier responsible to the cellular customers."

Mr. MacBride requested that the Commission either agree with this interpretation of the stipulations, or consider disapproving the settlements.

² CSD's October 7, 1997 response to Mr. MacBride stated:

"It is CSD's intent that the respondent completely cease offering wireless service in California - that was the price to pay for the alleged misconduct. The settlement did not, as some settlements do in 'slamming' OIIs, reserve wholesale service. CSD's intent in negotiating this settlement was predicated on the condition that respondent would not provide wireless service of any form in California for the next five years."

In his October 8 reply, Western's attorney, Cliff Young, took a position consistent with Mr. MacBride's:

"Western Cellular desires to offer its services for resale to Mr. MacBride's client. On the other hand, Western Cellular does not wish to contravene any rules of orders of the Commission . . . As Mr. MacBride suggested in his letter, any preemption issue would be rendered moot were the Commission to construe the CSD/Western settlement as not proscribing the provision of wholesale service by Western."

in which any is a member, or in any corporation in which any is an officer, director, or shareholder, from providing or selling, or promising to provide or sell, cellular service of any kind, whether directly or indirectly, in the State of California for five years."

The respondents' signatures on the January 20, 1998 clarification are somewhat irregular in form. While Guy Martens signed the Clarification, no officer signature appears on the line for Western, although it appears to be a corporation. However, both the July 14 stipulation and the January 20 Clarification bear the signature of Cliff Young, who is identified as the attorney for "Western Cellular" and who prepared the letter on behalf of Western that is quoted in footnote 2.

On February 19, 1998, CSD filed a motion urging the Commission to accept the January 20 Clarification. Staff argues that until the Clarification is approved by the Commission, there is a continuing possibility of wrongdoing by Western:

"Staff has received allegations that, since the filing of the Motion in July, Western Cellular has purported to resell cellular service it did not have a right to deal in, costing [AT&T Wireless nearly \$30,000] in refunds to customers . . . Until the Commission adopts the Clarified Stipulation, staff has no means of enforcing the agreement, and conduct such as that documented by AT&T Wireless may continue." (February 19 Motion, p. 2.)

The Withdrawal of Young as Respondents' Attorney and CSD's April 1, 1998 Motion

In late March of 1998, Cliff Young, the attorney who had been representing Western, filed a Notice of Withdrawal (Notice) as attorney of record from this proceeding. The Notice -- which is undated but was received in the Commission's Docket Office on March 30 -- was accompanied by copies of two February 26, 1998 Orders of the United States Bankruptcy Court for the District of Nevada. These Orders relieve Mr. Young of his duties as attorney of record

for Mr. Martens in two bankruptcy proceedings pending in the District of Nevada.³ The Notice was also accompanied by a letter from Mr. Martens consenting to Mr. Young's withdrawal as his attorney. Neither the Notice nor any of the papers supporting it, however, cast doubt on the validity of the July 14, 1997 Stipulation or the January 20, 1998 Clarification.

On April 1, 1998, CSD filed what it termed a "Motion To Conclude Proceeding." Recognizing that there might be questions about the form of the signatures on the January 20 Clarification, Staff's motion urges the Commission either to adopt the stipulations as submitted, or to terminate this docket altogether. In support of its motion, Staff argues that several of its original witnesses are now unavailable, so that it would be infeasible to conduct a hearing. Staff -- which appears to have been unaware of Mr. Young's withdrawal at the time it filed its April 1 motion -- also argues that the Commission is entitled to rely on Mr. Young's apparent authority to sign the January 20 Clarification:

"At the time of execution of both the Stipulation and the Clarification, the record showed Young as representative of both Martens and Western Cellular, and neither he nor Respondents have formally indicated that his signature did not bind the Respondents.

"The Commission, like CSD, is entitled to rely on this appearance of binding representation. Under Rule 1, anyone who, among other things, 'transacts business with the Commission by such act represents that he or she is authorized to do so . . . ' Both Martens and Young came within the purview of this Rule by signing, first, the Stipulation, and secondly, the Clarification." (Staff's April 1 Motion, p. 5.)

³ *In re: Guy Martens, Debtor*, Case No. BK-N-97-32620-GWZ; *In re: Guy Martens, Debtor*, Case No. BK-N-97-32619-GWZ.

Discussion

The irregularity of the signatures on the January 20 Clarification, followed by Cliff Young's withdrawal as attorney for Western and Martens in this docket, have created some doubts about the form of the settlement papers submitted by Staff. Nonetheless, after full consideration of the record described above, we have decided that there is sufficiently strong evidence that all of the respondents support the settlement reflected in Appendices A, B and C that we have decided to approve it.

To begin with, the terms of these settlement documents are in the public interest. The stipulations set forth in Appendices A, B and C appear to provide for much of the same relief that would have been appropriate if Staff had prevailed on its allegations at a hearing. First, as suggested in Ordering Paragraph 2 of the OII, the respondents have agreed to voluntary cancellation for cause of Western's WIN, and have agreed not to seek a new WIN for a period of five years. Second, Western and Martens have agreed to provide our Staff with proof that Western's California customers have obtained restitution for the fraudulent practices alleged by Staff and summarized in the OII. Third, the July 14 Stipulation provides that the Commission is to be paid a sum Staff considers sufficient to help defray the costs of its investigation. Fourth, the January 20 Clarification makes clear that Western may not engage in resale of cellular service in California.

The settlement documents also spare respondents some of the burdens that might have been imposed on them if they had been unsuccessful at a hearing. In particular, by providing that "this Stipulation resolves all issues subject to Commission jurisdiction relating to all allegations against Western Cellular or its officers or employees" (App. B, para. 5), the July 14 Stipulation eliminates the possibility that Western and Martens might have been fined pursuant to PU

Code § 2107, fines that can be very substantial because they accrue on a daily basis. (See, e.g., D.94-11-018, mimeo., at 81-83; *modified* in D.94-12-007.)

At the same time, we would be less than candid if we did not acknowledge that we are troubled by the rather casual manner in which the signing of these stipulations and Mr. Young's withdrawal as respondents' attorney was handled. Ordinarily, the signature we would expect to see on behalf of a corporate party such as Western on a settlement document such as the January 20 Clarification is that of a corporate officer, not the corporation's attorney.⁴ Similarly, we expect that when one attorney is substituted for another, or there is an attorney withdrawal and no substitution, both Commission staff and the assigned ALJ would be formally notified of that fact.

Despite these concerns, we think it is appropriate to approve the settlement documents here. First, given the clear differences in the parties' original positions on the resale issue, as reflected in the letters quoted in footnotes 1 and 2, there is no reasonable doubt about what the parties were agreeing to in the January 20 Clarification. Second, even though Mr. Young no longer represents either Western or Martens, the papers he sent along with his Notice of Withdrawal contain no suggestion that either respondent is contending the settlement documents in Appendices A, B, and C are no longer binding.

Based on this understanding, we will approve these settlement documents in the form they have been submitted. If our understanding is incorrect, any

⁴ We acknowledge, however, that it is possible to read Rule 2.2, which concerns signatures, as allowing a corporation's attorney to sign on its behalf any document tendered for filing, including a settlement agreement. Rule 2.2(c) provides in pertinent part:

"A document tendered for filing must be signed *either* by a party *or* by the attorney or representative of the party. If the document is signed by the party, it must be signed as follows . . . (2) [i]f the party is a *corporation*, trust or association, by an officer."

party asserting that we have misunderstood the nature of the parties' settlement bargain is free to file a petition for modification of this decision.

Findings of Fact

1. The OII in this matter was filed on April 9, 1997.
2. Respondent Martens was personally served with the OII on April 27, 1997.
3. Respondent McGath has voluntarily entered into the Stipulation for Settlement attached to this decision as Appendix A.
4. Respondents Western and Martens have, upon the advice of counsel, voluntarily entered into the Stipulation for Settlement attached to this decision as Appendix B.
5. Respondents Western and Martens have, upon the advice of counsel, voluntarily entered into the Clarification attached to this decision as Appendix C.
6. Cliff Young withdrew as attorney for Western and Martens in this proceeding on March 30, 1998.

Conclusions of Law

1. This is an enforcement proceeding, and so this decision is issued in an "adjudicatory proceeding" as defined in PU § 1757.1
2. A hearing is not necessary.
3. The Stipulations for Settlement attached to this decision as Appendices A and B, and the Clarification attached to this decision as Appendix C, are just, fair and reasonable, and in the public interest.
4. No term in Appendices A, B, and C contravenes statutory provisions or prior Commission decisions, and the settlement agreement set forth in these Appendices is consistent with law.
5. The motions of CSD to adopt the settlement agreement set forth in Appendices A, B, and C should be granted.

6. Because of the public interest in having the remedies provided for in the aforesaid settlement agreement implemented as soon as possible, this order should be made effective immediately.

O R D E R

IT IS ORDERED that:

1. The stipulations attached to this decision as Appendices A, B, and C (collectively, Stipulations) are hereby adopted and approved.
2. The respondents to this proceeding shall carry out their respective obligations under the Stipulations.
3. The stipulation set forth in Appendix A resolves all issues subject to Commission jurisdiction relating to all allegations against respondent Robert A. McGath in connection with Western Cellular, Inc. (Western).
4. The stipulation set forth in Appendix B, and the Clarification To Stipulation For Settlement set forth in Appendix C, together resolve all issues subject to Commission jurisdiction relating to all allegations against respondents Martens and Western, and all officers or employees of Western.
5. This proceeding is closed.

This order is effective today.

Dated July 23, 1998, at San Francisco, California.

RICHARD A. BILAS
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

Order Instituting Investigation on the)
Commission's own motion and Order to)
Show Cause whether Guy W. Mertens,)
dba Western Cellular, Inc., has violated) I.97-04-014
consumer protection laws and should be) (Filed April 9, 1997)
subject to sanctions or the imposition of)
operating requirements to advance)
consumer protection.)
(U-4182-C))
_____)

STIPULATION FOR SETTLEMENT

This Stipulation is entered into by and between the Staff of the Consumer Services Division (CSD or Staff) of the California Public Utilities Commission (Commission) and by Robert A. McGath, Jr. (McGath), former President of Western Cellular, Inc. (Western Cellular). The effective date of this Stipulation shall be the date of its approval and adoption by the Commission.

To resolve outstanding issues in dispute between them, the parties have agreed on a settlement of these issues and wish to submit this Stipulation to the Commission for approval and adoption as its final disposition of the matters in I.97-04-014 with respect to McGath. As noted in the Motion of Consumer Services Division to Adopt Stipulation for Settlement, Staff believes that McGath

bears no responsibility for any wrongdoing in this matter, and that this Stipulation is in the public interest.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties stipulate as follows:

STIPULATION

1. Voluntary revocation for cause. McGath agrees to the revocation of Wireless Identification Number (WIN) U-4182-C for cause.

2. Future Applications. Neither McGath, whether alone or with Guy Martens or Western Cellular, Inc. or any of its officers, directors, or shareholders, nor any partnership in which he is a member, nor any corporation in which he is an officer, director, or shareholder, shall apply for a new WIN in California for a period of five years after the effective date of this Stipulation. Should he, or said partnerships and/or corporations, apply for a WIN after that time, the applicant shall file a formal application for the WIN under the Commission's Rules of Practice and Procedure, and shall inform the Commission about this investigation (including the names "Western Cellular" and "Guy Martens" and the number 1.97-04-014) in the first paragraph of the application and in a cover letter to the application.

5. Reasonable Conditions. The parties agree jointly by executing and submitting this Stipulation for Settlement that the conditions herein are just, fair and reasonable, and that the terms herein are binding when approved by the Commission. This Stipulation resolves all issues subject to Commission jurisdiction relating to all allegations against McGath in connection with Western Cellular. The parties respectfully request that the Commission adopt this Stipulation as part of its final decision in 1.97-04-014.

IN WITNESS WHEREOF, the parties hereto have executed this Stipulation on the date set forth below.

Respectfully submitted,

Carol Dumond
CAROL DUMOND
Staff Counsel

Robert A. McGath, Jr.
ROBERT A. MCGATH, JR.

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William R. Schulte
WILLIAM R. SCHULTE
Director, Consumer Services
Division

July 7, 1997

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Order Instituting Investigation on the)
 Commission's own motion and Order to)
 Show Cause whether Guy W. Martens,)
 dba Western Cellular, Inc., has violated)
 consumer protection laws and should be)
 subject to sanctions or the imposition of)
 operating requirements to advance)
 consumer protection.)

1.97-04-014
 (Filed April 9, 1997)

(U-4182-C)

STIPULATION FOR SETTLEMENT

This Stipulation is entered into by and between the Staff of the Consumer Services Division (CSD or Staff) of the California Public Utilities Commission (Commission), Western Cellular, Inc. (Western Cellular) and Guy W. Martens (Martens), identified before the Commission as the Secretary of Western Cellular and apparently its principal (collectively, Respondents). The effective date of this Stipulation shall be the date of its approval and adoption by the Commission.

To resolve outstanding issues in dispute between them, the parties have agreed on a settlement of these issues and wish to submit this Stipulation to the Commission for approval and adoption as its final disposition of the matters in 1.97-04-014. As noted in the Motion of Consumer Services Division to Adopt Stipulation for Settlement, Staff believes this Stipulation is in the public interest.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties stipulate as follows:

STIPULATION

1. Voluntary revocation for cause. Respondents agree to the revocation of Wireless Identification Number (WIN) U-4182-C for cause.

2. Restitution. Respondents agree to restitution as follows:

a. Within one week of the execution of this Stipulation for Settlement, Respondents shall respond fully to numbered items (1) and (2) of Staff's data request of June 4, 1997.

b. To the extent that any California customers have not been made whole, Respondents agree to provide Staff with proof of reimbursement to them within thirty days of the execution of this Stipulation.

3. Costs of Investigation. Within 15 days of the Commission's adoption of this Stipulation for Settlement, Respondents will pay the sum of \$5,000, representing payment of Staff's investigation costs in this matter. Payment shall be made by a check made payable to the Commission and delivered to William R. Schulte, Director of the Consumer Services Division.

4. Future Applications.

a. Neither Respondents, whether alone or together, nor any partnership in which either is a member, nor any corporation in which either is an officer, director, or shareholder, shall apply for a new WIN in California for a period of five years after the effective date of this Stipulation.

Should Respondents, or said partnerships and/or corporations, apply for a WIN after that time, the applicant shall file a formal application for the WIN under the Commission's Rules of Practice and Procedure, and shall inform the Commission about this investigation (including the names "Western Cellular" and "Guy Martens" and the number I.97-04-014) in the first paragraph of the application and in a cover letter to the application.

b. In the event that Martens completely divests himself of any and all interest in Western Cellular within the five years referred to in Paragraph 4.a., above, the terms of Paragraph 4.a. shall apply, except that any successor to Martens may apply formally earlier than five years after the effective date of this order, provided that:

i) The successor comply with all other provisions of Paragraph 4.a;

ii) a copy of the application be sent to Larry McNeely,

Supervisor of Enforcement, Consumer Services Division; and

iii) the successor provide whatever proof the Supervisor of Enforcement requires that said transfer was at arm's length and that Martens will have no part in any aspect of the successor company, whether or not the name "Western Cellular" is retained.

5. Reasonable Conditions. The parties agree jointly by executing and submitting this Stipulation for Settlement that the conditions herein are just, fair and reasonable, and that the terms herein are binding when approved by the Commission. This Stipulation resolves all issues subject to Commission jurisdiction relating to all allegations against Western Cellular or its officers or employees. The parties respectfully request that the Commission adopt this Stipulation as part of its final decision in 1.97-04-014.

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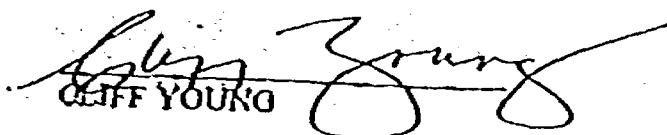
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IN WITNESS WHEREOF, the parties hereto have executed this Stipulation
on the date set forth below.

Respectfully submitted,



CAROL DUMOND
Staff Counsel



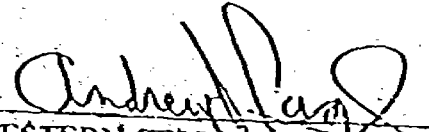
CLIFF YOUNG

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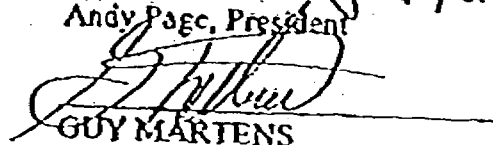
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WILLIAM R. SCHULTE
Director Consumer Services
Division



WESTERN CELLULAR, INC.
Andy Page, President



GUY MARTENS

July 14, 1997

(END OF APPENDIX B)

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Order Instituting Investigation on the
Commission's own motion and Order to
Show Cause whether Guy W. Martens,
dba Western Cellular, Inc., has violated
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(U-4152-C)

1.97-04-014
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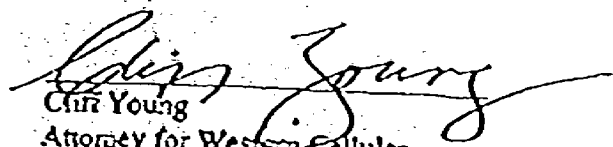
CLARIFICATION TO STIPULATION FOR SETTLEMENT

I agree that the Stipulation for Settlement dated July 14, 1997 and entered into by Western Cellular, its principal, Guy Martens, and its President, Andrew Page, and by their attorney Cliff Young on their behalf, excludes Guy Martens and Western Cellular in themselves, and Andrew Page as Western Cellular's President, whether alone or together, or in any partnership in which any is a member, or in any corporation in which any is an officer, director, or shareholder, from providing or selling, or promising to provide or sell, cellular service of any kind, whether directly or indirectly, in the State of California for five years from the date of the Commission's adoption of the Stipulation.

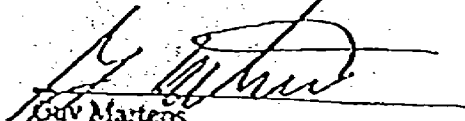
I further agree that the restrictions on future applications for WTN numbers after the five-year proscription, as imposed in Paragraph 4 of the Stipulation, apply equally to providing or selling, or promising to provide or sell, cellular service of any kind, whether

retail, wholesale, or in any other manner, directly or indirectly, in California, and that I will abide by those restrictions.

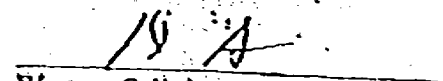
Dated: 1-20-98


Cliff Young
Attorney for Western Cellular

Dated: 1-20-98


Guy Martens
Principal, Western Cellular

Dated: _____


Western Cellular, Inc.
Andrew Page, President