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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
AFFIDAVIT OF STRATA LANA
BERRETT

STATE OF UTAH)
 : ss.
DUCHSESNE COUNTY)

Lana Berrett, being first duly sworn on her oath, deposes and states:

1. I am STRATA's Customer Service Manager. I have been employed by STRATA in this capacity for 17 years. Prior to becoming STRATA's Customer Service Manager I was employed by STRATA as a Customer Service Representative for 4 years. I am familiar with the process of STRATA Customers signing up for STRATA services.

2. I am aware of Clifford Murray's Formal Complaint against STRATA and his position that we cannot transfer outstanding balances from an account with a single account holder to joint account even though the responsible party is named on both accounts.

3. During my 21 years of employment with STRATA I have seen many joint account holders create subsequent accounts for STRATA services in their individual capacity.

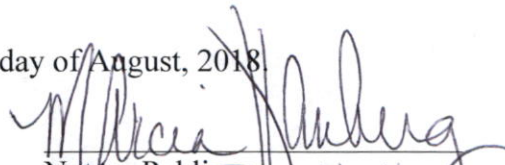
Most often a customer will do this if they are acquiring telecommunication services for a child or grandchild. Having multiple accounts for telecommunication services will assist the customer in identifying the accrued charges between multiple accounts and makes it easier for the customer to monitor the activity or usage under separate accounts.

4. Cathy and Clifford Murray are joint members under the cooperative bylaws and agree to pay for furnished services, Section 1.4 & 1.6 attached hereto as Exhibit 1.

5. I reviewed the account history for Cathy and Clifford Murray's account. On or about June 24, 2018, a note was made on Cathy and Clifford Murray's account memorializing a conversation between Cathy and STRATA's Senior Account Representative explaining the transfer of the outstanding balance. According to the account notes, Cathy understood what was happening but did not have the money to pay the outstanding amount.


Lana Berrett

Subscribed and sworn to before me on this 22 day of August, 2018.


Notary Public
Residing at: Randlett
Utah

My Commission Expires:

January 11, 2021



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CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the Affidavit of Lana Berrett in Support of UBTA-UBET Communications, Inc. d/b/a STRATA Network's Response and Motion to Dismiss, Docket No. 18-053-01 was sent to the following individuals by email and/or mailing a copy thereof via first-class mail, postage prepaid (as indicated), this 24 day of August, 2018:

By Electronic-Mail:

Clifford Murray (4crystalmudball@gmail.com)

Lana Berrett (lberrett@stratanetworks.com)

Beau Hancock (bhancock@stratanetworks.com)

Strata Networks

Patricia Schmid (pschmid@agutah.gov)

Justin Jetter (jjetter@agutah.gov)

Robert Moore (rmoore@agutah.gov)

Steven Snarr (stevensnarr@agutah.gov)

Assistant Utah Attorneys General

Erika Tedder (etedder@utah.gov)

Division of Public Utilities

By First Class Mail:

Office of Consumer Services
160 East 300 South, 2nd Floor
Salt Lake City, UT 84111


Beau D. Hancock

Murray/STRATA
Docket 18-053-01
Exhibit 1
STRATA Bylaws Section 1.4 & 1.6

SECTION 1.4 Definition And Classifications.

(a) In addition to the requirements in Section 1.1 the Board will determine under rules of general application the types and amounts of revenue streams, the definition of resident, and the types and amounts of patronage that give rise to the privileges and obligations of membership.

(b) Exchange and interexchange carriers who participate with the Cooperative in the providing of telecommunication services to members are neither members nor patrons by virtue of division of revenue contracts, settlement or access arrangements and other tariff charges these carriers pay in the providing of services to their end users. The Board has the authority to determine all questions dealing with member or customer status as well as capital credit allocation issues for other users of the Cooperative's facilities.

(c) Each time sharing or interval ownership premise is considered as a single corporate member. The corporation holding the property will be deemed to hold the membership. The owner of seasonal, recreational and short-interval rental properties will not be a member.

(d) No member may hold more than one membership in the Cooperative. No membership in the Cooperative shall be transferrable, except on the books of the Cooperative and as provided for in these Bylaws.

(e) Membership for married couples (Husband and Wife) who have a joint account for services will be a joint membership unless the couple requests otherwise and designates who will be the member. All provisions in these bylaws relating to the rights and liabilities of membership shall apply equally with respect to the holders of a joint membership. Without limiting the generality of the foregoing, the following shall apply:

(1) The presence at a meeting of either or both shall be regarded as the presence of one member and shall constitute a joint waiver of notice of the meeting;

(2) The vote of either separately or both jointly shall constitute one joint vote;

- (3) A waiver of notice signed by either or both shall constitute a joint waiver;
- (4) Notice to either shall constitute notice to both;
- (5) Expulsion of either shall terminate the joint membership;
- (6) Withdrawal of either shall terminate the joint membership;
- (7) Either, but not both, may be elected or appointed as an officer or board member if individually qualified;
- (8) Upon the death of either spouse who is a party to the joint membership, such membership shall be converted to an individual membership in the name of the survivor. However, the estate of the deceased shall not be released from any debts due the Cooperative;
- (9) The Cooperative 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.
- (10) Any patronage credited to a joint membership will be owned jointly with rights of survivorship by both spouses and the Cooperative is authorized to issue checks for retired patronage in the name of either spouse. Receipt of a patronage payment by one spouse shall be considered receipt of payment by both spouses.
- (11) In the event of a dispute between spouses to a joint membership of which the cooperative is given written notice the spouses will need to resolve the issues in writing or by court order which writing or order will be provided to the cooperative giving direction to the cooperative as to the action to be taken by the cooperative on the issue in dispute. If the cooperative incurs any legal fees or costs because of the dispute the parties

will pay the cooperatives fees and costs or those fees and costs will be deducted from credited patronage.

(12) These provisions shall also apply to the successors or assigns of the spouses.

SECTION 1.6. Purchase Of Services. Each person who applies for membership shall, as soon as service is available, take service from the Cooperative. The member shall pay therefor monthly at rates in accordance with either established tariffs, price lists or contracts as fixed by the Board, or, for the services rendered by other carriers, at the rates which the Cooperative is obliged to bill and collect by contractual arrangements with other carriers. It is expressly understood that amounts received by the Cooperative for all services in excess of cost are furnished by members from the moment of receipt as capital, and each member shall be credited with the capital so furnished as provided in these Bylaws. However, the Cooperative is not obligated to furnish such credits for services which are not billed and collected by the Cooperative, even when such services are partially rendered over the facilities of the Cooperative. Each member shall pay the above amounts owed by him to the Cooperative as and when the same shall become due and payable.