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October 14, 2016

VIA ECFS

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, SW
Washington, D.C. 20554

Re: Farmers Bank, Windsor, Virginia v. Verizon Business Network Services Inc. and MCI Communications Services, Inc., d/b/a Verizon Business Services, Proceeding No. 16-211, Bureau ID No. EB-16-MD-002

Dear Ms. Dortch:

Pursuant to the Notice of Complaint dated July 1, 2016, the grant-stamped letter orders dated July 21, 2016 and August 3, 2016 from the Enforcement Bureau's Market Disputes Resolution Division, and emails from Anthony DeLaurentis dated September 7 and September 24, 2016, attached please find Verizon's Answer to the Formal Complaint in the above-captioned matter. Accompanying its Answer, please find Verizon's Legal Analysis, exhibits, Information Designation, certificate of good faith settlement discussions, and certificate of service.

Thank you for your assistance in this matter.

Respectfully submitted,

David Haga

Attachments

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**Before The
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554**

_____)	
Farmers Bank, Windsor, Virginia,)	
)	
Complainant)	
	)	Proceeding No. 16-211
v.	)	Bureau Id No. EB-16-MD-002
)	
Verizon Business Network Services Inc.)	
)	
and)	
)	
MCI Communications Services, Inc.)	
d/b/a Verizon Business Services,)	
)	
Defendants.)	
_____)	

**ANSWER OF VERIZON BUSINESS NETWORK SERVICES INC. and MCI
COMMUNICATIONS SERVICES, INC. D/B/A VERIZON BUSINESS SERVICES**

TABLE OF CONTENTS

SUMMARY OF THE FILING 2

NATURE OF THE ACTION 10

COMMISSION AUTHORITY..... 10

PARTIES & REGULATORY BACKGROUND..... 10

ANSWER TO FACTUAL ALLEGATIONS 14

 A. Answer to Allegations regarding the Initial Proposal for ISDN PRI Services at Godwin Blvd..... 14

 B. Answer to Allegations regarding Efforts to Establish ISDN PRI Services at Godwin Blvd. 19

 C. Answer to Allegations regarding the VoIP Solution for Godwin Blvd. 20

 D. Answer to Allegations regarding Loss of Service, Location Issues, and Billing Issues Associated with the VoIP Solution for Godwin Blvd..... 27

 E. Answer to Allegations regarding Duplicative Billing for Godwin Blvd. 30

 F. Answer to Allegations regarding Location Issues Associated with Numbers under the VoIP Contract for Godwin Blvd. 33

 G. Answer to Allegations regarding Loss of Phone Service from July 6 to July 9, 2015. 38

 H. Answer to Allegations that Farmers Bank Continues to Suffer Losses Associated with the VoIP Solution Verizon Provided (and Continues to Provide) at Godwin Blvd. 43

 I. Answer to Allegations Regarding a Proposed New VoIP Agreement for Godwin Blvd. 47

 J. Answer to Allegations regarding Complainant’s Alleged Losses as a Result of Complainant’s Refusal to Allow Activation and Implementation of the September 2015 VoIP Agreement. 50

 K. Answer to Allegations regarding Billing. 53

ANSWER TO COUNT I – ALLEGING THAT VERIZON VIOLATED 47 U.S.C. 201(b) BY PROVIDING “DEGRADED SERVICES” IN VIOLATION OF THE RURAL CALL COMPLETION ORDER 57

ANSWER TO COUNT II – ALLEGING THAT VERIZON VIOLATED 47 U.S.C. § 201(b) BY PLAYING A RECORDING THAT INDICATED ONE OF COMPLAINANT’S ACCOUNTS WAS OUT OF SERVICE WHEN IT WAS OUT OF SERVICE 61

ANSWER TO COUNT III – ALLEGING THAT INFORMATION LOCATION ISSUES AMOUNTED TO VIOLATIONS OF 47 U.S.C. § 201(b)..... 63

ANSWER TO COUNT IV – ALLEGING THAT VERIZON VIOLATED 47 U.S.C. § 201(b) BY TEMPORARILY HALTING SERVICE ON THE VoIP ACCOUNT COMPLAINANT HAD NOT PAID	66
ANSWER TO COUNT V – ALLEGING THAT VERIZON VIOLATED TRUTH IN BILLING REGULATIONS.....	70
ANSWER TO COUNT VI – ALLEGING THAT VERIZON VIOLATED 47 U.S.C. § 202(a) BY ENGAGING IN “UN SOUND ROUTING PRACTICES”	72
ANSWER TO COUNT VII – SEEKING DECLARATORY RELIEF.....	74
ANSWER TO COUNT VIII – SEEKING AN “ACCOUNTING”	75
ANSWER TO REQUEST FOR RELIEF	76
AFFIRMATIVE DEFENSES.....	76
PRAYER FOR RELIEF	78
Legal Analysis	
Appendix A to Legal Analysis	
Exhibit A: Declaration of Daniel P. Lawson	
Exhibit B: Declaration of Cara E. White	
Exhibits 1-11	
Information Designation	
Certificate of Settlement Discussions	
Certificate of Service	

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MCI Communications Services, Inc.)	
d/b/a Verizon Business Services,)	
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Defendants.)	
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**ANSWER OF VERIZON BUSINESS NETWORK SERVICES INC. and MCI
COMMUNICATIONS SERVICES, INC. D/B/A VERIZON BUSINESS SERVICES**

Pursuant to Section 1.724 of the Commission’s Rules (47 C.F.R. § 1.724) and the rulings set forth in the Commission’s July 1, 2016 Notice of Formal Complaint (“July 1 Notice”), Verizon Business Network Services Inc. and MCI Communications Services, Inc. d/b/a Verizon Business Services (collectively, “Verizon”¹) hereby answer the Formal Complaint (“Complaint”) filed by Farmers Bank, Windsor, Virginia (“Farmers Bank” or “Complainant”). The Complaint seeks various damages associated with certain alleged billing, location information, and customer service issues. These essentially are breach of contract claims that Complainant tries to

¹ In some instances, it is necessary for this Answer to distinguish between these and certain other Verizon entities. However, for ease of reading, unless otherwise specified, this Answer will refer to Defendants Verizon Business Network Services Inc. and MCI Communications Services, Inc. d/b/a Verizon Business Services and/or any relevant wholly owned subsidiaries and affiliates of Verizon Communications Inc. collectively as “Verizon.”

dress up as violations of the Telecommunications Act or the Commission's rules. But, following the Complaint, Verizon addressed and resolved the underlying billing, location information, and customer service issues that animated the Complaint and has provided Complainant with corresponding credits or payments that cover most of the asserted damages claims. The Complaint otherwise does not set forth any actionable claim upon which the Bureau could grant relief. All that is left are a limited number of claims for damages that are not available as a matter of fact, law, or contract. The Bureau therefore should dismiss or deny the Complaint with prejudice.

SUMMARY OF THE FILING

To the extent any response to Complainant's "Summary of the Filing" is necessary, Verizon either addresses the allegations contained in that section below or lacks knowledge or information sufficient to form a belief as to the truth of those averments. Verizon would summarize the matter as follows:

While the Complaint is lengthy and contains a number of allegations, most of the relevant facts are not in dispute and the current posture of this case is relatively straightforward. The issues raised by the Complaint largely have been resolved. All that remains open are certain requests for damages to which Complainant is not entitled, that the Commission cannot award, and/or that are expressly prohibited by the governing contract (and/or tariff or product guide), which preclude both the *type* of damages sought by Complainant (including indirect, consequential, or punitive damages and attorneys' fees) and the *amount* of damages sought by Complainant (which are limited by agreement to amounts that Farmers Bank paid to Verizon in the six months preceding accrual of the latest cause of action).

Summary of the Relevant Facts. Verizon has provided services to Farmers Bank at multiple locations for several years. In April 2013, Verizon and Farmers Bank entered into an

arrangement through which Verizon would provide service for a new Farmers Bank branch located at 3100 Godwin Boulevard in Suffolk, Virginia (“Godwin Blvd.”). With perhaps one exception, all of Complainant’s claims for damages appear to relate to service provided at Godwin Blvd.²

The parties initially contemplated that Verizon would provide service at Godwin Blvd. using an Integrated Services Digital Network (“ISDN”) with Primary Rate Interface (“PRI”). *See* Declaration of Daniel P. Lawson (“Lawson Decl.”), ¶ 3; Verizon Exhibit 1 (April 29, 2013 “Application for Service” for Godwin Blvd.).³ In connection with establishing ISDN PRI service at the Godwin Blvd. branch, Farmers Bank intended to port certain telephone numbers from its existing Windsor, Virginia branch and transfer its customer service call center from Windsor to the Godwin Blvd. location. However, Farmers Bank otherwise intended to continue operating its existing Windsor branch and to continue to receive services from Verizon at that location, as Farmers Bank entered into a new three-year agreement with Verizon for services at the Windsor branch on June 13, 2013 – *after* entering the contract for services at the new Godwin Blvd. location. *See* Verizon Exhibit 2 (the “June 2013 Windsor contract”).

The contract establishing the ISDN PRI service at the new Godwin Blvd. location was subject to the availability of suitable facilities (Verizon Exhibit 1), and Verizon advised Farmers

² While unclear from the Complaint, it appears Complainant also may be seeking to recover the amounts paid for service provided at its Windsor, Virginia branch from June 2013 forward. However, even in that instance, it appears that Complainant is seeking what was paid for service at Windsor as “damages” for Verizon’s alleged failure to provide service as originally contemplated at Godwin Blvd. For a discussion of that potential claim, please refer to the response to Paragraph 135, below, and the attached Legal Analysis.

³ The April 29, 2013 “Application for Service” for Godwin Blvd. expressly incorporated and was “subject to the terms and conditions of Verizon’s applicable tariffs in effect during the Service period” Verizon Exhibit 1. Following de-tariffing of services in Virginia, tariffs were replaced by product guides. *See* Verizon South Inc. Product Guide (available at http://tariffs.verizon.com/Tariffs.aspx?optState=VA&entity=I*&type=T*&typename=IT&TIMS_STATUS=E).

Bank that it could “not guarantee[.]” that the desired numbers could be ported from Windsor “until they are in and working.” Complainant’s Exhibit 10.⁴ Just prior to initiating service at Godwin Blvd. (scheduled for June 26, 2013), Verizon discovered that the available facilities were not suitable and that service could not be set up as contemplated. *See* Lawson Decl., ¶ 4. Because the Windsor and Godwin Blvd. branches are in different rate centers, telephone numbers could not be ported from one to the other. *Id.* *See also* Compl. Exhs. 14, 15. The parties therefore made alternative arrangements to avoid any gap in service for Farmers Bank at Godwin Blvd., first utilizing a combination of ISDN PRI service and remote call forwarding (“RCF”) to redirect calls intended for certain numbers on a temporary basis,⁵ and then entering into a new agreement that – once implemented – would utilize Voice over Internet Protocol (“VoIP”) to provide service at Godwin Blvd. *See* Lawson Decl., ¶ 5; VZ Exh. 3 (June 28, 2013 contract for VoIP service at Godwin Blvd.).

The alternative arrangements were not (and could not be) set up the same way the parties contemplated that the original ISDN PRI service would be provided at Godwin Blvd., requiring certain additional equipment and work, including from the bank’s third party vendor, BCS Voice and Data Solutions (“BCS”). The switch to the alternative arrangements led to some issues with respect to billing for services, described below. And Farmers Bank encountered certain issues with location information associated with three telephone numbers that Verizon physically installed at Godwin Blvd., but that Complainant and/or its vendor, BCS, assigned to different locations within the bank’s private branch exchange (“PBX”) system. *See* Lawson Decl., ¶ 9.

But Verizon has been providing service at Godwin Blvd. since June 2013 and continues to do so

⁴ Exhibits accompanying the Complaint will be referred to herein as “Complainant’s Exhibits” or “Compl. Exh.” The exhibits accompanying this Answer will be referred to as “Verizon Exhibits” or “VZ Exh.”

⁵ *See, e.g.*, Compl. Exhs. 22, 24.

today. *Id.* at ¶ 6. Likewise, as noted above, after arranging for service at Godwin Blvd., Farmers Bank entered into a new agreement with Verizon to maintain separate ISDN PRI service at the Windsor branch, where it continues to maintain its customer service call center.

Summary of Complainant's Claims. Farmers Bank filed its Formal Complaint on June 24, 2016, principally asserting that the billing and location information issues following the switch to alternative arrangements at Godwin Blvd. amounted to violations of the Telecommunications Act and that Verizon was responsible for the costs of the additional equipment and work associated with implementing those alternative arrangements. The parties previously had discussed at least some of those issues, and Farmers Bank raised some of them in complaints submitted to the Virginia State Corporation Commission in October 2015.

In November 2015, Verizon provided Farmers Bank with a refund for the entire amount it paid under the initial alternative arrangement at Godwin Blvd. (that utilized ISDN PRI and remote call forwarding). *See* Declaration of Cara White (“White Decl.”), ¶ 4; VZ Exh. 4; Complaint ¶ 150; Compl. Exh. 137. The Complaint does not allege that Farmers Bank contacted Verizon to raise or discuss any issues between then and the filing of the Complaint in this proceeding on June 24, 2016. As far as Verizon is aware, Farmers Bank did not provide Verizon with notice of its intent to file a formal complaint with the Commission or with a certified letter outlining the allegations that form the basis of the complaint it anticipated filing with the Commission as contemplated by 47 C.F.R. § 1.721(a)(8). The Complaint does not contain a certification indicating otherwise.⁶

⁶ While Paragraph 152 of the Complaint asserts that Farmers Bank “attempted to discuss potential resolution of these disputes and invited response from Verizon . . .,” Complainant’s Information Designation (Compl. Exh. 144 at 25) indicates that Complainant’s “good faith effort” to do so was an October 27, 2015 email to Verizon (Compl. Exh. 138) that forwarded the “four complaints Farmers Bank filed with the State Corporation Commission of Virginia” and

Narrowing of the Issues. Upon receipt of the Complaint, Verizon contacted Farmers Bank to address the issues it raised and to discuss potential resolution of the case. Working with Farmers Bank, Verizon coordinated onsite testing with the bank's vendor, BCS, and a third party equipment vendor. That testing identified and successfully addressed the location issue for the three telephone numbers that Verizon installed at Godwin Blvd., but that Complainant and/or BCS assigned to different locations in the bank's PBX system. *See* Lawson Decl., ¶¶ 8-9. That issue is now resolved. *Id.* at ¶¶ 9-10.

Verizon likewise investigated and resolved the billing issues, stopping billing on and closing certain accounts, and has provided corresponding credits to fully resolve those issues. *See* White Decl., ¶¶ 3-8; VZ Exh. 5; Legal Analysis, Appendix A.

With respect to the costs Farmers Bank seeks for the additional equipment and work associated with implementing the alternative arrangements at Godwin Blvd., the Complaint did not include a computation of damages as required by 47 C.F.R. § 1.722(h)(1) to identify those costs (or any other alleged damages). Verizon has attempted to identify those costs (and any other alleged damages) through review of the Formal Complaint, review of the relevant accounts, and post-Complaint discussions with Complainant's counsel. *See* Legal Analysis, Appendix A. Despite those efforts, Verizon has not been able to identify the amounts that comprise Complainant's claim for \$162,515.46 in compensatory damages. *See, e.g.,* Complaint ¶ 166. Nor does the Complaint explain how that request for damages associated with the

“encourage[d Verizon] to fully investigate this matter.” That communication did not reference any potential formal complaint to be filed with the Commission. Likewise, the Complaint does not include a certification that, prior to the filing of the complaint, Complainant “mailed a certified letter outlining the allegations that form the basis of the complaint it anticipated filing with the Commission to the defendant carrier or one of the defendant's registered agents for service of process that invited a response within a reasonable period of time.” 47 CFR § 1.721(a)(8).

services provided at Godwin Blvd. can be squared with the contractual limitation on liability that Farmers Bank agreed to with Verizon, which limits any damages claim to the aggregate amount paid by Farmers Bank to Verizon under that contract for the six months prior to the accrual of the latest cause of action – an amount significantly less than \$162,515.46. *See* VZ Exh. 3, § 11.2; Legal Analysis at 7-10.

While the parties were unable to reach a global settlement regarding the amounts sought by Complainant and Verizon does not concede that the lack of suitable facilities to allow implementation of the initial ISDN PRI solution and the switch to alternative arrangements at Godwin Blvd. amounted to either a breach of contract or violation of any statute or Commission rule, Verizon nevertheless has provided credit to Farmers Bank to cover the additional costs to Farmers Bank that would not have been incurred absent the switch to those alternative arrangements and that are permitted under the relevant contracts, as specified in this Answer. *See* VZ Exh. 5. For the Bureau's convenience, Appendix A to the attached Legal Analysis lists all damages claims (or potential damages claims) Verizon could identify and denotes which of those amounts have been credited to Farmers Bank, thereby resolving those claims.

The only costs Complainant potentially may be seeking with respect to the switch to the alternative arrangements at Godwin Blvd. that Verizon will not cover are for two expenses associated with additional third party equipment and/or services Farmers Bank used at Godwin Blvd. and monthly service at Windsor, discussed in the answers to paragraphs 32 and 135 below, that (a) Complainant failed to adequately assert or substantiate in the Complaint, (b) are time barred, (c) did not stem from the switch to the alternative arrangements or Complainant

voluntarily agreed to, and/or (d) were mitigated by Complainant, such that it did not suffer any loss. *See* Legal Analysis at 7.⁷

Otherwise, there are only three outstanding issues left in this matter – all of which concern damages claims that are prohibited in both type and amount:

First, while not entirely clear from the Complaint, Complainant apparently seeks \$35,000 for loss of business, reputational damage, and other indirect or consequential damages it allegedly incurred when phone service for a VoIP account temporarily was interrupted for nonpayment from July 6-9, 2015.⁸ Complainant does not argue that it timely paid the associated bills. Rather, Complainant seems to suggest that it did not receive those bills or notice of an overdue balance for three-plus months. *See* Complaint ¶¶ 107, 115-17. Verizon’s records indicate otherwise. VZ Exhs. 9-11. But, regardless, Complainant does not attempt to substantiate its claimed \$35,000 in damages much less demonstrate that it actually suffered losses in that amount. Such damages are not recoverable in any event, as the governing contract expressly precludes any recovery for “indirect, consequential, exemplary, special, incidental or punitive damages, or for loss of use or lost business, revenue, profits, savings, or goodwill” VZ Exh. 3, § 11.1. *See* Legal Analysis at 10-12.

Second, Complainant requests punitive damages and attorneys’ fees. However, the Bureau lacks the authority to award punitive damages or attorneys’ fees (or costs) in this proceeding. *See* Legal Analysis at 13-16. Likewise, even if the Bureau had such authority, the governing contract expressly precludes the award of punitive damages or attorneys’ fees. *See* VZ Exh. 3, §11.1 (stating that “[n]o party to this Agreement is liable to any other for ... punitive

⁷ The amounts sought by Complainant for these expenses also appear to exceed the applicable limitations on damages. *See* VZ Exh. 3, § 11.2.

⁸ *See* Complaint ¶¶ 118, 123.

damages ...”) and § 11.2 (limiting total liability to “direct damages proven by the claiming part(ies)” or aggregate amounts paid by Farmers Bank to Verizon in the six months prior to accrual of the latest cause of action).⁹ Nor would the facts justify such an award. *See* Legal Analysis at 13-16.

Third, Complainant seeks an award for loss of use of its employees for time they allegedly spent “dealing with Verizon” or “on Verizon issues.” Complaint, ¶¶ 137-44. The Complaint does not specify how much of that time purportedly was spent in connection with the complaints filed with the Virginia State Corporation Commission or the Complaint in this proceeding, but any such time should be considered cost of litigation and is precluded for the reasons set forth above. Nor does the Complaint specify how much of that claimed time was expended as a result of an alleged violation by Verizon – or which alleged violation – as opposed to time spent in the normal course of contracting, reviewing bills, or other contact with its provider. But, in any event, this request for loss of use is precluded by the governing contract

⁹ The product guides (which replaced tariffs when services were de-tariffed in Virginia) that were incorporated into the contracts for the original ISDN PRI service at Godwin Blvd. and for the ISDN PRI service at Windsor both also contain terms and conditions limiting liability to amounts charged for the service provided. *See* Verizon South Inc. Product Guide (available at http://tariffs.verizon.com/Tariffs.aspx?optState=VA&entity=VI&type=T*&typename=IT&TIMS_STATUS=E), § 2.5.1 (stating that Verizon’s liability for any mistakes, omissions, interruptions, delays, errors or defects in any of the services or facilities it provides “shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error or defect or failure in facilities occurs.”); Verizon Virginia Inc. Product Guide (available at http://tariffs.verizon.com/Tariffs.aspx?optState=VA&entity=VI&type=T*&typename=IT&TIMS_STATUS=E), Section 1, Original Sheet 33 (limiting liability to “in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period ...”). Thus, to the extent Complainant seeks any damages under those agreements (and it does not appear Complainant does), they preclude liability for any amount in excess of what the customer was charged – whether that be for punitive damages, attorneys’ fees, or any other indirect or consequential damages.

provisions, as discussed above. Those provisions likewise limit the amount Complainant can seek in damages and preclude recovery in the amount sought here. *See* Legal Analysis at 12-13.

Given that the underlying location information and billing issues have been resolved and that Verizon has provided credit to Farmers Bank for the amounts set forth herein, all that remains are claims for damages that Complainant is not entitled to, that the Bureau cannot award, and/or that are expressly prohibited by contract. The Bureau therefore should dismiss or deny the Complaint with prejudice.

NATURE OF THE ACTION

1. Verizon admits that it and/or related affiliates have provided services and submitted bills to Complainant. Verizon otherwise denies the allegations contained in Paragraph 1 of the Complaint. Verizon has not engaged in any abusive practices, has not intentionally billed Farmers Bank for any improper charges, and denies that its telephone bills are misleading or deceptive. Contrary to Complainant's assertions, Verizon appreciates and is committed to its rural and small-town business customers, and provides quality services to those customers. Verizon denies providing unauthorized services to Farmers Bank, as Farmers Bank entered into contractual agreements with Verizon authorizing and affirmatively requesting that Verizon provide each of the services referenced in the Complaint.

COMMISSION AUTHORITY

2. The Communications Act of 1934 and Title 47 of the Code of Federal Regulations ("Rules") speak for themselves.

PARTIES & REGULATORY BACKGROUND

3. Verizon lacks knowledge or information sufficient to form a belief as to the truth of the averments regarding Complainant's corporate form, place of incorporation, or principal place of business, although Verizon admits that it provides services to Farmers Bank at 50 E.

Windsor Boulevard in Windsor, Virginia. Verizon admits that, for purposes of 47 U.S.C. § 153(39), the term “person” is defined to include corporations.

4. Verizon lacks knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 4 of the Complaint regarding Complainant’s state of mind and business operations. Verizon admits that it provides services to Farmers Bank at six locations in Windsor, Smithfield, Courtland, and Suffolk, Virginia.

5. Verizon lacks knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 5 of the Complaint regarding Complainant’s historical operations.

6. Verizon notes that Paragraph 6 of the Complaint contains assertions based on “information and belief” without a supporting affidavit. The Commission’s Rules prohibit assertions based on information and belief “unless made in good faith and accompanied by an affidavit explaining the basis for the plaintiff’s belief and why the complainant could not reasonably ascertain the facts from defendant or any other source.” 47 C.F.R. § 1.721(a)(5). Verizon admits that Verizon Business Network Services Inc. and MCI Communications Services, Inc. d/b/a Verizon Business Services are Delaware corporations. Verizon Business Network Services Inc. has its principal place of business at One Verizon Way, Basking Ridge, New Jersey 07920. MCI Communications Services, Inc. d/b/a Verizon Business Services has its principal place of business at 22001 Loudoun County Parkway, Ashburn, VA 20147.

7. Verizon notes that Paragraph 7 of the Complaint contains assertions based on “information and belief” without a supporting affidavit. *See* 47 C.F.R. § 1.721(a)(5). Verizon admits that Verizon Business Network Services Inc. and MCI Communications Services, Inc.

d/b/a Verizon Business Services are wholly owned indirect subsidiaries of Verizon Communications Inc. (“Verizon Communications”), which is a publicly held corporation.

8. Verizon notes that Paragraph 8 of the Complaint contains assertions based on “information and belief” without a supporting affidavit. *See* 47 C.F.R. § 1.721(a)(5). Verizon denies that Verizon Long Distance LLC does business as Verizon Enterprise Solutions (“VES”) or has its principal place of business in Arlington, Virginia. Verizon Long Distance LLC is an indirect, wholly owned subsidiary of Verizon Communications. Verizon admits that Verizon Long Distance LLC provides long distance services throughout Virginia and manages business and government clients of Verizon.

9. Verizon notes that Paragraph 9 of the Complaint contains assertions based on “information and belief” without a supporting affidavit. *See* 47 C.F.R. § 1.721(a)(5). Verizon lacks knowledge or information sufficient to form a belief as to the truth of the averments regarding the meaning of the quoted and capitalized term “Verizon Affiliates,” as used in the Complaint. It is unclear what entities Complainant is referring to with that term. However, Verizon admits that Verizon Services Corp., Verizon South Inc., Verizon Virginia LLC, MCImetro Access Transmission Services of Virginia, Inc., and MCImetro Access Transmission Services LLC are direct or indirect subsidiaries of Verizon Communications. Verizon admits that those entities are all either Delaware or Virginia corporations or limited liability companies with principal places of business in Basking Ridge, New Jersey or Ashburn, Virginia.

10. While Complainant defines “Verizon” to mean Verizon Business Network Services Inc. and MCI Communications Services, Inc. d/b/a Verizon Business Services in this and other paragraphs, the Complaint sometimes appears to use that defined term to refer to Verizon Communications and/or other of its wholly owned affiliates and subsidiaries. In either

case, Verizon denies that, by market capitalization, it is the largest provider of telephone and internet services to consumers, businesses, and government agencies. AT&T Inc. is the largest such provider by market capitalization. Verizon admits that the wholly owned indirect subsidiaries of Verizon Communications collectively operate one of the largest Internet Protocol (“IP”) networks and one of the largest optical networks to provide voice and data services in the United States, although the networks do not extend “throughout” every part of the United States.

11. Verizon admits that it – or other Verizon entities – provides telephone services, including Integrated Services for Digital Network (“ISDN”) and Voice over Internet Protocol (“VoIP”) services, to customers located within the Commonwealth of Virginia.

12. Verizon admits that certain direct and indirect subsidiaries of Verizon Communications are providers of certain telecommunications services and “telecommunications carriers” within the meaning of 47 U.S.C. § 153(51) when providing those services. Verizon Business Network Services Inc. is not a service provider.

13. 47 U.S.C. § 153(51) speaks for itself.

14. While Complainant defines “Verizon” to mean Verizon Business Network Services Inc. and MCI Communications Services, Inc. d/b/a Verizon Business Services in this and other paragraphs, the Complaint sometimes appears to use that defined term to refer to Verizon Communications and/or other of its wholly owned affiliates and subsidiaries. Verizon admits that the averments contained in Paragraph 14 are applicable for 2015 for Verizon Communications and/or its wholly owned subsidiaries and affiliates.

15. 47 U.S.C. § 217 speaks for itself. Verizon admits that, in general, its employees were acting within the scope of their employment when providing services to Farmers Bank. At

this time, Verizon cannot address whether its employees might have exceeded the scope of their employment with respect to any particular action with respect to Farmers Bank.

ANSWER TO FACTUAL ALLEGATIONS

16. Verizon denies the allegations contained in Paragraph 16 of the Complaint.

Verizon did not engage in a repetitive and cyclical pattern of deceptive promises, irreconcilable problems with services, or purposefully unjust billing. Nor did Verizon provide unauthorized or severely defective services. While service at Godwin Blvd. could not be set up as originally contemplated due to certain technical reasons, the parties thereafter made alternative arrangements and Verizon has been providing services to Farmers Bank under those arrangements ever since. *See* Lawson Decl., ¶¶ 4-6. Similarly, while the switch to those alternative arrangements led to some issues with respect to billing and there were issues regarding location information for three telephone numbers that Verizon installed at Godwin Blvd., but that Complainant and/or BCS assigned to different locations within the bank's PBX system, those issues have been resolved. *Id.* at ¶¶ 9-10; White Decl., ¶¶ 3-9. Verizon is not aware of any other alleged problems with the services it has been (and currently still is) providing to Farmers Bank. *See* Lawson Decl., ¶¶ 10-11; White Decl., ¶ 9.

A. Answer to Allegations regarding the Initial Proposal for ISDN PRI Services at Godwin Blvd.

17. Verizon admits the allegations contained in Paragraph 17 of the Complaint. The fully executed Application for Service ("Application"), together with the applicable tariffs or product guides (which replaced tariffs after services were de-tariffed in Virginia), comprised the initial contract for ISDN PRI services at Godwin Blvd. *See* VZ Exh. 1. The Application made performance of the agreement "subject to the availability of suitable facilities." *Id.*

18. Verizon admits the allegations contained in Paragraph 18 of the Complaint, including that Farmers Bank executed the Application on April 29, 2013.

19. Verizon admits that the proposal it submitted to Farmers Bank for the initial ISDN PRI service at Godwin Blvd. (Compl. Exh. 2) listed two components of the proposed “Bundled Components for Internet” as “24X7X365 customer service” and “industry leading SLA’s.” The proposal also included the slogan, “We never stop working for you,” in the header.

20. Verizon admits that, at the time the Application relating to PRI services at Godwin Blvd. was executed in April 2013, Verizon already was providing ISDN PRI service to Farmers Bank at its Windsor location.

21. Verizon admits that, prior to the filing of the Complaint in June 2016, the monthly billing for ISDN PRI services at Windsor had not exceeded \$1,200 per month for the preceding three years. The parties’ contract for ISDN PRI service at Windsor expired in June 2016, with services for that location reverting to the rates set forth in the applicable product guide.

22. Verizon admits that it entered into an agreement with Farmers Bank in 2007 to provide Multi-Protocol Label Switching (“MPLS”) services for Farmers Bank (“MPLS Service Agreement”). That agreement expired in 2010, and Verizon no longer provides MPLS services to Farmers Bank. That agreement appears to have no relevance to the claims in this proceeding.

23. The terms of the MPLS Service Agreement speak for themselves. But that agreement expired in 2010, and Verizon no longer provides MPLS services to Farmers Bank. That agreement does not appear relevant to this Complaint.

24. Verizon admits that, in connection with the application for ISDN PRI services at Godwin Blvd. (VZ Exh. 1), Farmers Bank sought to port certain numbers from its Windsor location to Godwin Blvd., including certain direct inward dialing (“DID”) numbers. Verizon

likewise understands that Farmers Bank initially intended to move its customer service call center function from Windsor to Godwin Blvd. However, Farmers Bank did not intend for the contemplated ISDN PRI service at Godwin Blvd to eliminate the need for service at its Windsor branch, as it executed a new three-year agreement for ISDN PRI service at the Windsor location on June 13, 2013 – after it made arrangements for the new service at Godwin Blvd. and before any alternative arrangements had to be made for Godwin Blvd. *See* VZ Exh. 2 (June 2013 Windsor ISDN PRI contract).

25. Verizon admits that, on May 21, 2013, it sent a letter to Farmers Bank providing information regarding the ISDN PRI services that the parties contemplated would be installed at Godwin Blvd. The letter speaks for itself. But, among other things, the letter indicated that the initial due date for installation of ISDN PRI service was May 31, 2013. The parties subsequently moved the date to June 26, 2013. *See* Response to Paragraph 27, below. The letter also identified the relevant DID numbers associated with the planned installation and port at Godwin Blvd., but indicated that “these numbers are not guaranteed until they are in and working.” Compl. Exh. 10.

26. Complainant’s Exhibit 10 speaks for itself. But Verizon admits that the May 21, 2013 letter also stated that “[t]his ISDN PRI will be billed on a 3-year ISDN PRI Plus 10K MOU pricing agreement,” with billing to commence once installation for the identified circuit ID scheduled for May 31, 2013 had been completed. *Id.*

27. Verizon admits that the originally contemplated ISDN PRI service for Godwin Blvd. subsequently was scheduled for implementation on June 26, 2013.

28. Verizon admits that Farmers Bank identified the DID numbers that it wished to port from Windsor to Godwin Blvd. Verizon also advised Farmers Bank that “these numbers are not guaranteed until they are in and working.” Compl. Exh. 10.

29. Verizon denies that “phone lines for Plain Old Telephone Service (‘POTS’), also [are] known as Public Switched Telephone Network ‘PSTN’),” although POTS service may utilize the PSTN. As noted above, Verizon admits that Farmers Bank identified telephone numbers that it wished to port from Windsor to Godwin Blvd.

30. Verizon lacks knowledge or information sufficient to form a belief as to the truth of the averments in Paragraph 30 of the Complaint regarding whether or when Farmers Bank moved personnel from its Windsor branch to Godwin Blvd.

31. Verizon understands that Complainant made arrangements with a vendor, BCS, to provide certain equipment and services in connection with the installation of ISDN PRI services at Godwin Blvd. Verizon lacks knowledge or information regarding the particulars of Complainant’s arrangements with BCS. Verizon understands that, in connection with establishing service at Godwin Blvd., Farmers Bank initially intended to move its customer service call center functionality from Windsor to the Godwin Blvd. branch. However, Farmers Bank did not intend for the contemplated PRI service at Godwin Blvd to eliminate the need for service at its Windsor branch, as it executed a new three-year agreement for ISDN PRI service at the Windsor location on June 13, 2013 – after it had made arrangements for new service at Godwin Blvd. and before any alternative arrangements needed to be made for Godwin Blvd. *See* VZ Exh. 2 (June 2013 Windsor ISDN PRI contract). Thus, even if everything had gone as intended for Godwin Blvd., Farmers Bank still intended to receive service from Verizon at Windsor for at least three more years. After the initially contemplated set-up at Godwin Blvd.

proved to not be suitable or technically feasible, Farmers Bank continued to maintain its customer service call center at its Windsor branch and has received services from Verizon at that location ever since. *See generally* Lawson Decl., ¶ 7.

32. Paragraph 32 of the Complaint refers to Compl. Exh. 12, which appears to be a “Purchase Agreement” between Farmers Bank and BCS. The document speaks for itself. Verizon lacks knowledge or information sufficient to form a belief as to whether Compl. Exh. 12 is the governing contractual arrangement between Complainant and BCS, what BCS ultimately charged Farmers Bank under this arrangement, or what payments Farmers Bank may have made to BCS under this “Purchase Agreement.” Verizon notes that the “Purchase Agreement” lists equipment (including the “Mitel Mx 3300 Controllers”), software, training and other items. Verizon is aware that Farmers Bank did acquire Mitel equipment for use at Godwin Blvd. and that, although service was not set up at Godwin Blvd. as originally contemplated, Farmers Bank nevertheless still was able to use the Mitel equipment at Godwin Blvd. and continues to do so today. *See* Lawson Decl., ¶ 9 (confirming that Complainant was using Mitel 3300 Controller equipment in August 2016).

As the Complaint did not include a computation of damages as required by 47 C.F.R. § 1.722(h)(1), it is unclear from the Complaint whether Complainant seeks any of the amount referenced in Compl. Exh. 12 as part of this proceeding. But, to the extent that Complainant seeks any amounts for this equipment (or any other related cost under the “Purchase Agreement” included as Compl. Exh. 12), they are not recoverable. *See* Legal Analysis at 6-8. Complainant either would have utilized this equipment (and other related services) anyway, regardless of any switch to alternative arrangements at Godwin Blvd., or it has mitigated any loss by using the equipment (and any related services) after the switch was made. In either event, to the extent

Complainant is seeking any recovery in Paragraph 32, it has failed to adequately substantiate any such claim and any such claim would be time-barred. *Id.*

B. Answer to Allegations regarding Efforts to Establish ISDN PRI Services at Godwin Blvd.

33. Verizon admits that, on June 25, 2013, Verizon contacted Farmers Bank to indicate that the ISDN PRI services could not be set up as originally contemplated at Godwin Blvd. due to technical reasons and the lack of available suitable facilities. In particular, because the Windsor and Godwin Blvd. branches are in different rate centers, the numbers that Farmers Bank sought to port from Windsor to Godwin Blvd. could not be ported. *See, e.g.*, Compl. Exh. 14; Lawson Decl., ¶ 4. The parties then made alternative arrangements, initially utilizing a combination of the ISDN PRI service and a remote call forwarding (“RCF”) feature to forward calls intended for certain numbers until a more permanent solution could be implemented. *See, e.g.*, Lawson Decl., ¶ 5; Compl. Exhs. 22, 24. (As discussed below, this was an interim or temporary solution, with the parties later utilizing a VoIP arrangement to provide services to Godwin Blvd.)

34. Verizon admits that the switch to this initial (and temporary) alternative arrangement required certain additional work, including from Verizon and from the bank’s third party vendor, BCS, and that phone lines were accessible for Farmers Bank and its customers on June 26, 2013.

35. Verizon admits that Farmers Bank included an invoice from BCS as Exhibit 18 to the Complaint. The document speaks for itself. Farmers Bank represents that this BCS invoice, in the amount of \$2,911.25, is for work BCS performed on June 25, 2013 as a result of the switch to the alternative arrangements at Godwin Blvd. While the governing contract made performance at Godwin Blvd. subject to the availability of suitable facilities (VZ Exh. 1) and the

May 21, 2013 letter from Verizon to Farmers Bank confirmed that “these numbers are not guaranteed until they are in and working” (Compl. Exh. 10),¹⁰ Verizon nevertheless committed to compensating Farmers Bank for the full amount of this invoice. Verizon has provided a credit for this amount to do so. *See* VZ Exh. 5; Legal Analysis, Appendix A. This issue therefore is resolved.

36. Verizon admits that it requested copies of the BCS invoices and communicated with Farmers Bank regarding the request for reimbursement of or credit for these BCS charges associated with the alternative arrangements at Godwin Blvd. As noted in response to Paragraph 35, above, Verizon has provided credit to Farmers Bank for the full amount of this invoice. This issue therefore is resolved.

C. Answer to Allegations regarding the VoIP Solution for Godwin Blvd.

37. Verizon admits that, on the scheduled implementation day for the ISDN PRI services at Godwin Blvd. (June 26, 2013), it communicated to Farmers Bank a proposal for the initial alternative arrangement at Godwin Blvd. (utilizing ISDN PRI and remote call forwarding) until a more permanent alternative arrangement using VoIP could be implemented. That communication (Compl. Exh. 22) speaks for itself. As discussed below, the parties thereafter identified additional items to be added to what was contained in the VoIP proposal, such that the final contract for VoIP services agreed to by the parties ultimately differed from the proposal. *Compare* Compl. Exh. 22 to VZ Exh. 3. However, months before the Complaint was filed, Verizon refunded Farmers Bank all amounts paid under the interim alternative arrangement

¹⁰ Verizon likewise does not concede that the inability to implement the initial ISDN PRI solution and the switch to alternative arrangements amounted to a violation of any statute or Commission rule.

using ISDN PRI and remote call forwarding. *See* VZ Exh. 4; White Decl., ¶ 4; Complaint ¶ 150; Compl. Exh. 137.

38. Paragraph 38 of the Complaint cites to Compl. Exhs. 22 and 23, which speak for themselves. As discussed below, the parties identified additional items to be added to what was contained in the initial VoIP proposal for Godwin Blvd., such that the final VoIP contract agreed to by the parties ultimately differed from the proposal.

39. Verizon admits that the proposed long-term alternative arrangement or “solution” for Godwin Blvd. utilized VoIP service, as discussed above. Verizon admits that utilizing VoIP service required different customer premises equipment (“CPE”) than was required for ISDN PRI service. Verizon has provided Farmers Bank with a credit the cost of that CPE. *See* VZ Exh. 5; Legal Analysis, Appendix A. That issue therefore is resolved.

40. Verizon admits that it sent a copy of the proposed contract for VoIP service at Godwin Blvd. to Farmers Bank on June 28, 2013. *See* Compl. Exh. 24. That document speaks for itself.

41. Verizon admits that Paragraph 41 of the Complaint appears to quote various bullets from the June 28, 2013 email from Verizon’s account manager to Farmers Bank (Compl. Exh. 24) that attached the proposed VoIP contract for Godwin Blvd. That email speaks for itself.

42. Paragraph 42 of the Complaint appears to quote an excerpt from Compl. Exh. 24, which speaks for itself. However, Verizon notes that the email indicates that the author (a Verizon account manager) was “glad to know we are making some progress to get this resolved.”

43. Paragraph 43 of the Complaint quotes excerpts from Farmers Bank communications to Verizon (Compl. Exhs. 25 and 26). Those documents speak for themselves.

But Verizon admits that Farmers Bank requested that it not work with a particular Verizon account manager any further.

44. Verizon admits that, in both the June 28, 2013 email (Compl. Exh. 24) and in a July 1, 2013 email (Compl. Exh. 26), Verizon advised Farmers Bank that it was removing the account manager from the account, as requested by Farmers Bank, and that one or both of two other, more senior Verizon managers would work on the account. In that correspondence, Farmers Bank's Senior Vice President and Chief Operating Officer thanked Verizon's Center Manager, Medium Business for Verizon's responsiveness and efforts to address the issues that had arisen in making alternative arrangements for Godwin Blvd., stating, among other things, that:

I want to personally THANK YOU for your responsiveness with the many issues we've experiences [sic] with this project ... Toshombia [Jones, Verizon's Senior Analyst Order Management – Network Field Ops.] has been a joy to work with & in my mind, he has done everything possible ... I honestly don't know how we would have made it this far with him (and Bill Stemm [Verizon Cslt Engineer – Network Consulting]). ... In my mind, he has done everything in his power to make up for the mishaps & on behalf of all Farmers Bank, please know how much we appreciate everything, he, you and others have done for us. ...

[]

I apologize for the long email and again extend my deepest appreciation for everything you have done to try and make all of this work out for us. ...

Compl. Exh. 26.

45. Verizon does not understand the reference in Paragraph 45 of the Complaint to Complainant's "rights and remedies" with respect to the ISDN PRI service at Godwin Blvd. and denies that there were any actionable "misrepresentations" regarding that service that would give rise to any action or remedy. In any event, the parties voluntarily entered into a contractual

arrangement for that service; any “rights and remedies” would be governed by those documents and Verizon did not owe any duty to “advise Farmers Bank” of what it had agreed to or could pursue under the contract. With respect to the proposed VoIP solution, Verizon provided Farmers Bank with a proposal for VoIP services at Godwin Blvd. The parties identified additional items to be added to what was contained in the proposal. For example, the proposal did not include a desired shared trunking feature or taxes and surcharges. *See, e.g.*, Compl. Exh. 22. Verizon sent Farmers Bank a proposed contract to provide VoIP services at Godwin Blvd reflecting those additional items. Farmers Bank then agreed to that contract, reflecting the parties’ agreement on how to proceed with service at Godwin Blvd. *See* VZ Exh. 3.

46. Paragraph 46 of the Complaint appears to contain a typographical error and/or is missing information that renders the meaning of the averment unclear. However, to the extent Paragraph 46 is alleging that Verizon charged Farmers Bank “duplicative amounts” by billing Farmers Bank for both ISDN PRI service (with remote call forwarding) and VoIP service at the same time, Verizon denies that Farmers Bank has stated any actionable claim or suffered any losses as a result. When the parties transitioned from the interim ISDN PRI (with remote call forwarding) arrangement to the VoIP service for Godwin Blvd. in May 2014, there was a brief overlap (in May – June 2014) where both services were billing at the same time. However, in November 2015, Verizon refunded Farmers Bank for all charges under the interim ISDN PRI service (with remote call forwarding) for Godwin Blvd. *See* Complaint ¶ 150; Compl. Exh. 137; VZ Exh. 4; White Decl., ¶ 4. Accordingly, the only amounts Farmers Bank ultimately ended up paying for Godwin Blvd. were for VoIP service. So, to the extent there were any “duplicative” charges between ISDN PRI and VoIP bills at Godwin Blvd., those would have been covered by and included within the refund for the full amount of the ISDN PRI service (with remote call

forwarding) that was provided. This issue therefore was resolved months before the Complaint was filed.

After the Complaint was filed, Verizon performed a review of Farmers Bank's accounts and determined that it would credit Farmers Bank for two categories of amounts billed in connection with the VoIP service provided at Godwin Blvd. *See* White Decl., ¶¶ 3, 6-7. First, while the parties had entered into an agreement for that VoIP service in June 2013 and Verizon installed facilities to provide the service by December 2013, the VoIP service was not fully implemented until May 2014. (Verizon continued to provide service at Godwin Blvd. through the temporary ISDN PRI service with remote call forwarding during that time.) However, once installed in December 2013, Verizon's systems automatically began billing Farmers Bank for the VoIP service – even though it was not yet fully implemented. Verizon has corrected this error – providing a credit to Farmers Bank for \$6,722.22 to cover the “early billing” on this account before the VoIP service was fully implemented. *See* White Decl., ¶ 6; VZ Exh. 5; Legal Analysis, Appendix A. Between that credit and the above-referenced refund for the ISDN PRI service with remote call forwarding, Farmers Bank has been relieved of any charges for the service it received at Godwin Blvd. from June 2013 until May 2014, when the VoIP service was fully implemented.

Second, Verizon later inadvertently invoiced certain duplicative charges to Farmers Bank for VoIP service at Godwin Blvd. When the VoIP service was implemented at Godwin Blvd. in May 2014, it initially was provided under Account No. 6000081542x26. The VoIP services later were moved to a different account (Account No. 6000083824x26). However, when the services were moved to the new account, the old account was not disconnected initially – and billing occurred on both accounts until the error was discovered. *See* White Decl., ¶ 7. Verizon has

corrected that error and – to remedy the inadvertent overcharge – provided a credit to Farmers Bank in the amount of \$10,757.34. *See id.*; VZ Exh. 5; Legal Analysis, Appendix A.

47. As discussed in response to Paragraph 39, above, Verizon has provided a credit for the full claimed cost of the CPE referenced in Paragraph 47 of the Complaint. This issue therefore is resolved.

48. Verizon denies that it provided the contract for VoIP services at Godwin Blvd. without explanation to Farmers Bank. Moreover, Farmers Bank had the ability to review that contract itself before signing it. Verizon also denies that it required Farmers Bank to execute the contract for VoIP services at Godwin Blvd. or advance monthly amounts before implementing the interim ISDN PRI arrangement with remote call forwarding. While Complainant cites Compl. Exh. 24 in support of this allegation, that Exhibit (a June 28, 2013 email from Verizon to Farmers Bank) actually indicated the contrary. The email forwarded the contract for VoIP services and asked Farmers Bank to sign it, but stated that the order utilizing remote call forwarding already had been placed – indicating that execution of the VoIP contract was not required for implementation of the interim solution with ISDN PRI (and remote call forwarding). *See* Compl. Exh. 24 (“[t]he RCF order has been place[d]”).

49. The terms of the contract for VoIP services at Godwin Blvd. speak for themselves. But, in any event, Verizon has provided a credit to Farmers Bank for the underutilization charge associated with this contract. *See* Responses to Paragraphs 147-48, below.

50. Verizon admits that the terms contained in the final contract agreed to by the parties for VoIP services at Godwin Blvd. differ from the initial proposal for VoIP services, for the reasons set forth above. After sharing the initial proposal, additional items were identified to

be included in the final agreement. Those items were included in the proposed contract Verizon sent to Farmers Bank and that Farmers Bank ultimately agreed to and executed. Those documents speak for themselves.

51. Verizon admits that it initially billed Farmers Bank \$14,853.07 for the interim alternative arrangement at Godwin Blvd. utilizing ISDN PRI and remote call forwarding, with the understanding that Verizon would credit those charges back to Farmers Bank. As Complainant acknowledges, Verizon thereafter provided Farmers Bank with a refund of \$15,708.66 to cover those charges. Complaint ¶ 150; Compl. Exh. 137. *See also* White Decl., ¶ 4; VZ Exh. 4. As a result, this issue was resolved approximately seven months prior to the filing of the Complaint.

52. Verizon admits that it advised Farmers Bank it would provide credit for the amounts it billed to Farmers Bank for the interim alternative arrangement at Godwin Blvd. utilizing ISDN PRI and remote call forwarding. As Complainant acknowledges, Verizon did so – providing a full refund for those amounts. *See* Complaint ¶ 150; Compl. Exh. 137. As a result, this issue was resolved approximately seven months prior to the filing of the Complaint.

53. Verizon admits that Farmers Bank requested refund of the amounts Verizon billed for the interim alternative arrangement at Godwin Blvd. utilizing ISDN PRI and remote call forwarding. But Verizon denies that those requests were “to no avail.” As the Complaint later acknowledges, Verizon did provide a full refund of those amounts. *See* Complaint ¶ 150. As a result, this issue was resolved approximately seven months prior to the filing of the Complaint. *See* White Decl., ¶ 4.

D. Answer to Allegations regarding Loss of Service, Location Issues, and Billing Issues Associated with the VoIP Solution for Godwin Blvd.

54. Verizon admits that the Farmers Bank telephone number referenced in Paragraph 54 of the Complaint was out of service on July 1, 2013 and that callers attempting to reach that number received a recorded message indicating that the number was not in service or had been disconnected at that time. Verizon lacks knowledge or information necessary to form a belief as to whether that number represents Farmers Bank's "main phone line."

55. Verizon admits that Paragraph 55 of the Complaint appears to accurately quote a sentence contained within the July 1, 2013 email sent from Farmers Bank to Verizon that was attached to the Complaint as Compl. Exh. 44. The email speaks for itself.

56. Verizon lacks knowledge or information necessary to form a belief as to the truth of the averment that Farmers Bank performed 911 testing on July 23, 2013 or what that testing entailed. Verizon is aware that, at times, there was an issue regarding the location information associated with three telephone numbers that Verizon physically installed at Godwin Blvd., but that Complainant and/or its vendor, BCS, assigned to different locations within the bank's PBX system. *See* Lawson Decl., ¶¶ 6, 9. That issue has been resolved. *Id.* at ¶¶ 9-10.

57. Verizon denies that Farmers Bank's inquiries regarding Verizon's progress on implementation of the VoIP solution were met with inconsistent responses and excuses for delays. As Compl. Exhs. 46 and 47 show, Verizon responded to inquiries from Farmers Bank, explaining that Verizon was working to add the bank's Windsor location to its VoIP footprint so as to allow the desired porting of telephone numbers. *See* Compl. Exh. 47. While working that issue, Verizon continued to provide service to Farmers Bank using the interim ISDN PRI service (with remote call forwarding).

58. Paragraph 58 of the Complaint appears to quote an excerpt from an August 15, 2013 email from Verizon to Farmers Bank (Compl. Exh. 48). That email speaks for itself. But, as the email indicates, Verizon encountered an issue with respect to porting numbers from the Windsor location under the VoIP solution because the Windsor rate center did not yet have Verizon VoIP facilities. The email passed along the “[g]ood news” that there was approval to add the Windsor location to the VoIP footprint, which – once completed – would allow those numbers to be ported. The email also confirmed that, “All other [Farmers Bank] locations could be ported to VoIP immediately.” Compl. Exh. 48. And, in the interim, Verizon continued to provide service to Farmers Bank using the ISDN PRI service (with remote call forwarding).

59. Paragraph 59 appears to quote excerpts from Compl. Exh. 48, which speaks for itself. Verizon denies the characterization of the issue referenced in Paragraph 59 as a “roadblock” and denies that its VoIP footprint at the time did not extend to Windsor because it is a “rural town.” Verizon routinely provides services to rural areas.

60. Paragraph 60 appears to quote excerpts from Compl. Exh. 49, which speaks for itself. Generally speaking, having a customer commitment to place an order in an area where VoIP services are not available helps prioritize expansion of the VoIP footprint to include that area. Verizon denies that it is the largest U.S. provider of telephone and internet services. *See* Response to Paragraph 10, above.

61. Verizon denies that it billed Farmers Bank for an “unimplemented” ISDN PRI service at Godwin Blvd. While the ISDN PRI service at Godwin Blvd. could not be set up as initially contemplated, Verizon implemented and provided service to Farmers Bank at that location using the interim ISDN PRI solution with remote call forwarding. *See* Lawson Decl., ¶ 6. Verizon admits that, before the VoIP solution was implemented, Verizon billed Farmers Bank

for the interim ISDN PRI service. But, as Complainant has conceded, Verizon refunded Farmers Bank all charges associated with that ISDN PRI service months before the Complaint was filed. *See* Complaint ¶ 150; Compl. Exh. 137; White Decl., ¶ 4.

62. Verizon admits that Paragraph 62 of the Complaint refers to an August 28, 2013 email from Farmers Bank to Verizon (Compl. Exh. 51), which speaks for itself. The Verizon engineer who received that email forwarded it to the Verizon manager assigned to the account to investigate whether it was a repair issue. *See* Compl. Exh. 51. In the email, Farmers Bank also indicated that, “Last week we performed 911 test calls at all of our locations and all of our tests were correct” *Id.*

63. Verizon admits that Farmers Bank contacted Verizon Customer Care in September and October 2013 indicating it had a question or issue regarding its designation of a Primary Interexchange Carrier (“PIC”) for phone number 757-242-6111. *See* Compl. Exh. 52.

64. Verizon denies that Verizon Customer Care knowingly provided Farmers Bank and BCS erroneous phone contact information. The Customer Care representatives do not have direct dial numbers; the phone number listed in the correspondence with Farmers Bank was the general number for Customer Care, which had representatives in multiple locations. *See* Compl. Exh. 52.

65. Verizon lacks knowledge or information sufficient to form a belief as the truth of the averment in Paragraph 65 of the Complaint. It is unclear what “the ongoing issue” referenced in Paragraph 65 is. To the extent the “issue” relates to the PIC designation for the phone number referenced in Paragraph 63, Verizon lacks knowledge or information sufficient to form a belief as to whether that issue impacted Complainant’s ability to service its clients or resulted in customer complaints. As reflected in the email communications attached to the

Complaint, Verizon attempted to address the PIC issue and indicated that it was being caused by the manner in which the bank's vendor was outpulsing the number, causing conflicts. *See* Compl. Exh. 53.

66. Paragraph 66 of the Complaint references the content of Compl. Exh. 54, which speaks for itself.

67. Paragraph 67 of the Complaint quotes an excerpt from Compl. Exh. 54, which speaks for itself.

E. Answer to Allegations regarding Duplicative Billing for Godwin Blvd.

68. Verizon denies the allegations contained in Paragraph 68 of the Complaint. It is unclear what time period Paragraph 68's reference to "at this time" refers to, but Verizon denies that it failed to communicate with Farmers Bank regarding the switch from the interim ISDN PRI arrangement to the VoIP service at Godwin Blvd. or the associated billing issues. *See, e.g.*, Compl. Exh. 57 (January 29, 2014 email from Verizon to Farmers Bank responding to request for an explanation of billing). In any event, as the Complaint acknowledges, Verizon refunded Farmers Bank the full amount of its billing under the ISDN PRI (with remote call forwarding) arrangement at Godwin Blvd. in November 2015. *See* White Decl., ¶ 4; Complaint ¶ 150. As such, there cannot be any concern with respect to potentially duplicative or overlapping billing between the ISDN PRI and VoIP services at Godwin Blvd. Complainant was refunded for *all* ISDN PRI (and RCF) billing for that location, duplicative or not. *Id.* This issue therefore was resolved approximately seven months before the Complaint was filed.

69. Verizon denies that the ISDN PRI at Godwin Blvd. was never properly implemented or functionally utilized, and denies that it is "questionable" whether any associated services were effectively provided. *See* Lawson Decl., ¶ 6. While the ISDN PRI service at Godwin Blvd. could not be set up as originally contemplated, the parties thereafter made

alternative arrangements and Verizon implemented and successfully provided service to Farmers Bank at that location using the interim ISDN PRI solution with remote call forwarding for months. *Id.* at ¶¶ 4-6. As set forth in the response to Paragraph 68, above, Verizon communicated with Farmers Bank regarding any duplicative billing while switching from the interim ISDN PRI arrangement to the VoIP solution at Godwin Blvd. and provided Complainant with a refund for all ISDN PRI (and remote call forwarding) charges for that location – not just any potentially duplicative amounts. As such, this issue has been resolved.

70. Paragraph 70 of the Complaint appears to quote excerpts from Compl. Exh. 57 and cites Compl. Exh. 59, both of which speak for themselves. As discussed above, in November 2015, Verizon provided a full refund to Farmers Bank for all ISDN PRI (and remote call forwarding) charges for Godwin Blvd. *See* White Decl., ¶ 4.

71. Verizon denies the allegations contained in Paragraph 71 of the Complaint. Verizon denies that it charged Farmers Bank for numbers not utilized and denies that its invoices lacked sufficient detail. Contrary to Complainant’s assertions, Verizon responded to billing inquiries – as evidenced by Complainant’s own exhibits (*see, e.g.*, Compl. Exh. 58). And Verizon ultimately provided Complainant with a refund for all ISDN PRI (and remote call forwarding) charges for Godwin Blvd. – not just any potentially duplicative amounts. *See* White Decl., ¶ 4. As such, this issue was resolved months before the Complaint was filed.

72. Verizon denies the allegations contained in Paragraph 72 of the Complaint, which selectively quotes a Verizon email (which speaks for itself) and mischaracterizes a statement by one of Verizon’s managers. Paragraph 72 cites a July 2014 email exchange to suggest that Verizon’s billing descriptions were so inadequate that the Verizon manager had “no idea” what they were intended to cover. However, the exchange confirms that Verizon employee was being

asked a different question. The question to this Verizon manager was “what the charges for this account are going to be for going forward?” Compl. Exh. 60. This manager, not being particularly familiar with this particular bill or account, responded that she had “no idea,” and therefore directed the customer to call a representative who could review the account and billing and provide the requested information, or to send an email to a provided address to open a billing inquiry. *Id.*

73. It is unclear what is meant by the reference in Paragraph 73 of the Complaint to a “detailed accounting.” Similarly, it is unclear what “double charge” is being referenced in Paragraph 73. But Verizon denies that Farmers Bank has never received credits associated with the ISDN PRI service provided at Godwin Blvd. and denies that Farmers Bank has any losses associated with that service. The Complaint concedes that Verizon provided a refund to Farmers Bank for *all* ISDN PRI (and remote call forwarding) charges for Godwin Blvd. – not just any potentially duplicative amounts. *See* Complaint ¶ 150. As such, this issue was resolved months before the Complaint was filed. *See* White Decl., ¶ 4.

74. Verizon admits that Paragraph 74 of the Complaint appears to quote an email message from Verizon that was attached to the Complaint as Compl. Exh. 74. The email speaks for itself. Verizon generally does not stop billing on or provide credit for an account if the customer has not contacted Verizon to disconnect or close out the account. However, Verizon did stop billing and provided credit for this account, as detailed above. *See* White Decl., ¶ 4. This issue was resolved months before the Complaint was filed.

75. Verizon denies that it made any misrepresentations, omissions of material facts or failed to address Farmers Bank’s inquiries. Moreover, as detailed above, Verizon provided a refund to Farmers Bank for *all* ISDN PRI (and remote call forwarding) charges for Godwin

Blvd. – not just any potentially duplicative amounts. *See* White Decl., ¶ 4. This issue was resolved long before the Complaint was filed.

F. Answer to Allegations regarding Location Issues Associated with Numbers under the VoIP Contract for Godwin Blvd.

76. Verizon admits that it continued to work with Farmers Bank through May 2014 regarding porting numbers to Godwin Blvd. Farmers Bank began utilizing the VoIP solution at Godwin Blvd. in May 2014. It is unclear what specifically Paragraph 76 of the Complaint is referring to in stating that incorrect numbers were being displayed and communicated to 911 dispatch. As noted above, Verizon was aware of certain location issues for certain numbers for certain periods. Working with Farmers Bank, Verizon coordinated onsite testing with the bank's vendor, BCS, and a third party equipment vendor in August 2016. *See* Lawson Decl., ¶ 8. That testing identified and successfully addressed the location issue for the three telephone numbers that Verizon installed at Godwin Blvd., but that Complainant and/or BCS assigned to different locations in the bank's PBX system. *Id.* at ¶ 9. That issue was then remedied and is now resolved. *Id.* at ¶¶ 9-10. Verizon is not aware of any issue with respect to 911 location information since that time. *Id.* at 10.

77. Without admitting liability or the allegations contained in Paragraph 77 of the Complaint, Verizon has provided credit to Farmers Bank for the BCS charges referenced in Paragraph 77. *See* VZ Exh. 5; Legal Analysis, Appendix A. This issue therefore has been resolved.

78. Verizon admits that it did successfully port numbers for Farmers Bank. Verizon otherwise lacks knowledge or information sufficient to form a belief regarding the remaining averments contained in Paragraph 78 of the Complaint, nor can Verizon speak to what appear to be multiple internal Farmers Bank documents contained within Compl. Exh. 69. As noted

above, Verizon is aware that there was a location issue for certain telephone numbers that Verizon installed at Godwin Blvd., but that Complainant and/or BCS assigned to different locations in the bank's PBX system. *See* Response to Paragraph 76. But that issue is now resolved.

79. Verizon denies that it was indifferent, unresponsive, or had "repeated failures" with respect to its dealings with Farmers Bank. Even the exhibits to the Complaint reflect a steady stream of communication back and forth between the parties, and Verizon has been providing service to Farmers Bank at Godwin Blvd. since 2013. *See* Lawson Decl., ¶ 6. Paragraph 79 of the Complaint otherwise appears to quote an email written by a Farmers Bank employee, which speaks for itself. To the extent Paragraph 79 is referring to the location issue for certain telephone numbers that Verizon installed at Godwin Blvd. but that were assigned to different locations in the bank's PBX system, that issue has been resolved. *Id.* at ¶¶ 8-10.

80. Paragraph 80 of the Complaint appears to quote an excerpt from an email chain between Verizon and Complainant (Compl. Exh. 71) and cites to a second email chain between the parties (Compl. Exh. 72). That email correspondence speaks for itself. Contrary to the allegations contained in Paragraph 79, the exhibits referenced in Paragraph 80 show Verizon's responsiveness to questions raised by Farmers Bank and its efforts to address those questions.

81. Verizon denies that it was "apathetic" towards questions raised by the bank regarding location information. To the contrary, the Exhibits referenced in Paragraph 81 of the Complaint reflect repeated communications between Verizon and the bank regarding these issues, and Verizon's attempts to address Complainant's concerns. *See, e.g.,* Compl. Exhs. 73-77 (reflecting multiple communications from Verizon responding to Farmers Bank requests and

providing status updates). In any event, the location issue for certain bank telephone numbers has been resolved. Please refer to the response to Paragraph 76, above.

82. Verizon lacks knowledge or information sufficient to form a belief as to the truth of the averment contained in Paragraph 82 of the Complaint. In any event, as discussed above, the location issue for certain bank telephone numbers has been resolved. *See* Response to Paragraph 76, *supra*.

83. Paragraph 83 of the Complaint selectively quotes a self-serving excerpt from an email Farmers Bank sent as part of a lengthy email chain between the parties, in which Verizon provided information and multiple status updates to Farmers Bank and indicated that it was “escalating” the issues the bank raised. That email correspondence speaks for itself. In any event, as discussed above, the 911 location issue for certain bank telephone numbers has been resolved. Please refer to the response to Paragraph 76, above. Verizon is not aware of any further issue with location information for the bank. *See* Lawson Decl., ¶ 10.

84. Paragraph 84 of the Complaint appears to quote an excerpt from an email sent from a Farmers Bank employee to Verizon. The email speaks for itself. As noted above, the location issue that existed at certain times for certain bank telephone numbers has been resolved. Please refer to the response to Paragraph 76, above. Verizon is not aware of any further issue with 911 location information for the bank. *See* Lawson Decl., ¶ 10.

85. Verizon acknowledges that, in February 2015, Farmers Bank asked for contact information for the next level supervisor for Verizon’s inside sales manager, who then copied that supervisor on the email correspondence between the parties. *See* Compl. Exh. 79.

86. Verizon lacks information or knowledge sufficient to form a belief as to the averments contained in Paragraph 86 about what testing Complainant might have performed, the

details of those tests, or what the results showed. As noted above, Verizon is not aware of any current issues with respect to 911 location information for Farmers Bank. Please refer to the Response to Paragraph 76, above. That issue has been resolved.

87. Paragraph 87 of the Complaint appears to quote an excerpt from an email that Farmers Bank sent to Verizon as part of a lengthy email exchange between the parties. That email correspondence speaks for itself, although it reveals that Verizon continued to respond to inquiries from the bank and worked to address them.

88. Paragraph 88 of the Complaint appears to quote excerpts from email correspondence between the parties, which speaks for itself. As noted above, the location issue that existed at certain times for certain bank telephone numbers has been resolved. Please refer to the response to Paragraph 76, above.

89. Paragraph 89 of the Complaint appears to selectively quote a self-serving excerpt from an email a Farmers Bank employee wrote as part of a larger email chain between the parties. That email communication speaks for itself. As noted above, any 911 location issues that may have existed have been resolved. Please refer to the response to Paragraph 76, above.

90. Verizon admits that it sought specific information from Farmers Bank on the location issues the bank indicated it was experiencing. Verizon otherwise denies the allegations contained in Paragraph 90 of the Complaint.

91. Paragraph 91 of the Complaint appears to selectively quote an excerpt from an email a Farmers Bank employee wrote as part of a larger email chain between the parties. What is stated in that excerpt is not accurate, but that excerpt email communication speaks for itself. In any event, any 911 location issues that may have existed have been resolved. Please refer to the response to Paragraph 76, above.

92. Verizon lacks information or knowledge sufficient to form a belief as to the averments contained in Paragraph 92 about what testing Complainant might have performed in March 2015, the details of those tests, or what the results showed. As noted above, Verizon is not aware of any current issues with respect to 911 location information for Farmers Bank. Please refer to the Response to Paragraph 76. To Verizon's knowledge, any 911 location issues that may have existed have been resolved. *See* Lawson Decl., ¶¶ 9-10.

93. Paragraph 93 of the Complaint cites and quotes and excerpt from a 2015 email exchange between Verizon and Farmers Bank, which speaks for itself. Verizon admits that, on April 29, 2015, it communicated to Farmers Bank that it had completed activation for remaining bank sites and asked whether Verizon still needed to migrate or port any numbers for those sites. *See* Compl. Exh. 88. The email correspondence also indicates Verizon's continuing attention to location information issues, stating that such issues were the "main focus right now." *Id.*

94. Verizon lacks information or knowledge sufficient to form a belief as to the averments contained in Paragraph 94 about what testing Complainant might have performed in April 2015, the details of those tests, or what the results showed. As noted above, Verizon is not aware of any current issues with respect to 911 location information for Farmers Bank. Please refer to the Response to Paragraph 76. To Verizon's knowledge, any 911 location issues that may have existed have been resolved. *See* Lawson Decl., ¶¶ 9-10.

95. Without admitting liability or the allegations contained in Paragraph 95 of the Complaint, Verizon has provided credit to Farmers Bank for the BCS charges referenced in Paragraph 95. *See* VZ Exh. 5; Legal Analysis, Appendix A. This issue therefore has been resolved.

96. Paragraph 96 of the Complaint appears to quote an excerpt from a May 2015 email exchange between Verizon and Farmers Bank (Compl. Exh. 93). That email correspondence speaks for itself.

97. Verizon lacks information or knowledge sufficient to form a belief as to the averments contained in Paragraph 97 about what testing Complainant might have performed in June 2015, the details of those tests, or what the results showed. As noted above, any 911 location issues that may have existed have been resolved. Please refer to the Response to Paragraph 76.

98. Without admitting liability or the allegations contained in Paragraph 98 of the Complaint, Verizon has provided credit to Farmers Bank for the BCS charges referenced in Paragraph 98. *See* VZ Exh. 5; Legal Analysis, Appendix A. This issue therefore has been resolved.

99. As noted above, the issues and concerns associated with 911 dispatch have been resolved. Without admitting liability or the allegations contained in Paragraph 99 of the Complaint regarding BCS, Verizon has provided credit to Farmers Bank for the BCS charges referenced in Paragraph 99. *See* VZ Exh. 5; Legal Analysis, Appendix A.¹¹ This issue therefore also has been resolved.

G. Answer to Allegations regarding Loss of Phone Service from July 6 to July 9, 2015.

100. Verizon admits that a new Client Executive, Verizon Enterprise Solutions began working on the Farmers Bank accounts in or around June 2015.

¹¹ Verizon also has provided credit to Farmers Bank for an additional BCS invoice received after the Complaint for vendor charges associated with the testing and resolution of 911 location information issues on August 12, 2016. *See* VZ Exh. 5.

101. Farmers Bank was out of service for a VoIP account at Godwin Blvd. from July 6 to July 9, 2015. Verizon denies that the outage was without explanation or resolution. As Verizon conveyed at the time, the temporary outage was due to nonpayment on the account. *See, e.g.,* Compl. Exh. 108.

102. Verizon admits that, in response to Complainant indicating that the above-referenced account was out of service at Godwin Blvd. in July 2015, Verizon dispatched a technician to that location to determine whether there was any technical issue. Verizon realized that the issue was not technical, but rather caused by nonpayment on the account. Paragraph 102 of the Complaint quotes and/or cites to two exhibits, which speak for themselves.

103. Paragraph 103 quotes an excerpt from a July 8, 2015 email from a Verizon employee and cites to another such email, both of which speak for themselves. As noted in response to Paragraph 102, above, Verizon responded to Complainant's indication that there was a service outage for an account at Godwin Blvd. by initially sending a technician to determine whether there was any technical issue. Verizon provided multiple updates to Farmers Bank that day. That evening, Verizon communicated that the issue was not technical, but owing to nonpayment on the account. *See* Compl. Exh. 108.

104. Paragraph 104 of the Complaint selectively quotes an excerpt from an email Farmers Bank sent to Verizon following an update from Verizon on the outage at Godwin Blvd. The email correspondence speaks for itself.

105. Paragraph 105 of the Complaint selectively quotes another excerpt from an email Farmers Bank sent to Verizon following an update from Verizon on the outage at Godwin Blvd. The email correspondence speaks for itself.

106. Verizon admits that, later on July 8, 2015, Verizon both called and left a voice message and sent an email to Farmers Bank indicating that a VoIP account at Godwin Blvd. had been “blocked by collections” – *i.e.*, that the temporary outage was owing to nonpayment on the account. Compl. Exh. 108.

107. Verizon denies the allegations contained in Paragraph 107 of the Complaint. As a general matter, Verizon provides both written notification of past due amounts in its bills and places phone calls to customers to advise them that service on an account will be interrupted for nonpayment before actually stopping service on the account. In this case, Verizon’s records indicate that it sent invoices for this account that were prepared on April 1, 2015, May 1, 2015, June 1, 2015 and July 1, 2015 to Complainant at its Godwin Blvd. address. *See* VZ Exh. 6 (containing first page of invoices for this account from April 1, 2015 through November 1, 2015 showing 3100 Godwin Blvd. address). Due to the timing of when they were sent, the July 1, 2015 invoices may not have been received prior to the temporary outage on July 6, 2015. However, Verizon’s records indicate the previous three months’ invoices were sent to the correct address, but not paid prior to the temporary interruption in service due to nonpayment. *Id.*

In addition, Verizon’s records indicate that eight automated calls were placed to the bank in an attempt to advise the bank of the past due amounts in June and July 2015, prior to the interruption of service. *See* VZ Exh. 9 (excerpts from account notes indicating automated calls placed to Farmers Bank regarding account balance). Verizon’s systems indicate that it left messages to that effect on four occasions. *Id.*

Finally, Verizon sent a letter to Farmers Bank at the 3100 Godwin Blvd. address on May 4, 2015, indicating that the account had an “unpaid balance” and that, “[i]f we do not receive your payment promptly, further collection activity will follow.” VZ Exh. 10. On June 1, 2015,

Verizon sent a letter to the same (Godwin Blvd.) address, stating that the account “is scheduled to be suspended for non-payment” and provided associated details. VZ Exh. 11. Those letters provided Farmers Bank with notice of the potential service interruption for nonpayment well before the temporary outage occurred.

108. Paragraph 108 of the Complaint selectively quotes an excerpt from a July 9, 2015 email Verizon sent to Farmers Bank updating the bank on the interruption in service for an overdue account at Godwin Blvd. The email correspondence speaks for itself.

109. Paragraph 109 of the Complaint selectively quotes another excerpt from the email cited in Paragraph 108 and from another email from the same Verizon employee sent approximately 30 minutes later and providing additional information on the VoIP line that was out of service for nonpayment at Godwin Blvd. The email correspondence speaks for itself.

110. Verizon admits that, on July 9, 2015, one its employees provided Farmers Bank with one recent invoice associated with the overdue account at Godwin Blvd. That invoice (Compl. Exh. 111) shows an unpaid previous balance (broken down by amounts 0-30 days late and amounts over 30 days late) and a “Late Payment Charge.” There were other invoices with overdue amounts in addition to that one – including amounts more than 60 days past due. *See* VZ Exh. 6.

111. Verizon admits that the Verizon invoice referenced in Paragraph 110 of the Complaint indicated that the current charges were due and payable before July 31, 2015. *See* Compl. Exh. 111. The prior (overdue) charges were due and payable on earlier dates, as set forth in the prior invoices on the account. *See* VZ Exh. 6.

112. Verizon admits that Complainant paid \$5,270.15 to cover four invoices with overdue amounts and that service was restored for the VoIP account at Godwin Blvd. on July 10, 2015.

113. Verizon admits that the invoices referenced in Paragraph 112 of the Complaint were associated with the VoIP services being provided at Godwin Blvd. Verizon otherwise denies the allegations contained in Paragraph 113. Verizon did not “fail[] to provide the proposed VoIP solution at 3100 Godwin Blvd.” Quite the contrary, Verizon successfully provided VoIP service at Godwin Blvd. and continues to do so today. *See* Lawson Decl., ¶ 6.

114. Verizon admits that phone service was restored for the VoIP account at Godwin Blvd. on July 10. Verizon admits that, before that, it sent four July 2015 invoices associated with that account to Farmers Bank in accordance with its regular billing cycle for that account, in which invoices were prepared on the first of the month and sent out afterwards. Those particular invoices were prepared on July 1, 2015 (prior to the outage) and appear to have been postmarked July 6, 2015 (potentially before the outage and indisputably before the communications between the parties regarding the outage and before Farmers Bank made payment for those amounts). *See* Compl. Exhs. 114-117. Those invoices showed past due amounts from prior bills that had not been paid. The issue, therefore, was not when those particular July 1, 2015 invoices were sent or received; the temporary service interruption was caused by the fact that the previous invoices had not been paid. Please refer to the response to Paragraph 107, above.

115. Verizon denies the allegations contained in Paragraph 115 of the Complaint. Verizon did provide notice of the outstanding amounts and the potential that service would be interrupted for nonpayment. Please refer to the responses to Paragraphs 107 and 114, above.

116. Paragraph 116 of the Complaint appears to quote an excerpt from an August 19, 2015 email from Farmers Bank to Verizon. The email speaks for itself, but both the statement excerpted from that email and the statements that precede and follow it are not factually accurate. Verizon did not mail three bills to Farmers Bank after the bank made payment “to cover up [billing] mistakes.” Verizon prepared and mailed four July invoices – not three – and did so before it received payment from the bank. As Complainant’s own exhibits show, the invoices were prepared on July 1, 2015 and postmarked July 6, 2015 (Compl. Exhs. 114-117), but Complainant did not make payment until July 9 or 10, 2015. Compl. Exh. 112. Moreover, Verizon sent invoices for this account in each of the prior three months to the same address as the July 2015 invoices that Complainant admittedly received. *See* VZ Exh. 6. Please refer to the responses to Paragraphs 107 and 114, above.

117. Paragraph 117 of the Complaint appears to quote another excerpt from the August 19, 2015 email from Farmers Bank to Verizon, referenced in Paragraph 116 above. The excerpted statement speculates that Farmers Bank did not receive prior bills and hypothesizes that the “more logical conclusion” is that Verizon did not handle the billing correctly, even though Farmers Bank did receive the July 1, 2015 Verizon bills that were prepared prior to the outage and addressed to the same address. But, in any event, the email speaks for itself.

H. Answer to Allegations that Farmers Bank Continues to Suffer Losses Associated with the VoIP Solution Verizon Provided (and Continues to Provide) at Godwin Blvd.

118. Verizon denies that the temporary interruption in service for nonpayment on the one VoIP account at Godwin Blvd. from July 6-9, 2015, discussed above, was an “extended interruption of phone service to Farmers Bank.” Verizon lacks knowledge or information sufficient to form a belief as to the truth of the averments in Paragraph 118 of the Complaint regarding Complainant’s alleged loss of business, loss of manpower, or reputational damage.

But there is nothing in the Complaint that substantiates those claims. Verizon denies that it “acknowledged” such losses. A Verizon employee advised the bank that he would ask the responsible Verizon personnel if Verizon could provide credit for the days out of service on the account (essentially so that the bank would not have to pay for service for July 6-9, 2015 on that account) and for additional credit in connection with a proposed new VoIP solution. *See* Compl. Exhs. 118-19. Even though the service for this account was interrupted due to nonpayment, Verizon nevertheless did provide credit to the bank so that it would not have to pay for the days out of service. *See* Compl. Exh. 121. As set forth in Verizon’s product guide, Verizon calculates a credit for days out of service by determining what the charges for one day’s worth of service would be (based on the monthly service amount) and then multiplying that by the days out of service. *Id.* However, Verizon did not and could not provide any requested credit for the alleged loss of business, loss of manpower, or reputational damage. Such claims not only were unsubstantiated, but are specifically prohibited by the governing contract between the parties for Godwin Blvd. *See* Legal Analysis at 10-11. That agreement specifically precludes any recovery for “indirect, consequential, exemplary, special, incidental or punitive damages, or for loss of use or lost business, revenue, profits, savings, or goodwill,” which prohibited all of the additional amounts sought by the bank. VZ Exh. 3, § 11.1.

119. Paragraph 119 of the Complaint appears to quote an excerpt from an August 19, 2015 email from Farmers Bank to Verizon. The excerpted statement contains insults directed at Verizon and does not contain any probative factual assertions to which a response is required. Prior to the excerpted statement, the email makes several demands of Verizon. The email then concludes – apparently in reference to those demands – by attempting to qualify that what

Complainant is asking of Verizon “is not extortion.” Compl. Exh. 118. But the email speaks for itself.

120. Please see the response to Paragraph 118, above.

121. Please see the response to Paragraph 118, above.

122. Please see the response to Paragraph 118, above.

123. Verizon admits that Farmers Bank made several demands of Verizon in its August 19, 2015 email that was attached to the Complaint as Exhibit 118, which Complainant stated “is not extortion.” Compl. Exh. 118. Those demands included a request for a refund of all amounts paid by Farmers Bank for the interim ISDN PRI solution (with remote call forwarding) at Godwin Blvd., which Verizon subsequently paid in November 2015. *See* White Decl., ¶ 4; Complaint ¶ 150. That issue has been resolved.

The demands also included resolution of the location information issue, discussed above, which also has occurred. *See* Response to Paragraph 76, *supra*; Lawson Decl. ¶¶ 8-10.

The demands included an unsubstantiated request for \$35,000 for the interruption in phone service from July 6-9, 2015 and associated loss of business, reputational damage, “headache and stress,” and of “all of the time ... spent talking with Verizon and ... handling compliants [*sic*] from customers” Compl. Exh. 118. Those demands not only were unsubstantiated, but are precluded by the parties’ agreement. *See* VZ Exh. 3, § 11.1 (prohibiting “indirect, consequential, exemplary, special, incidental or punitive damages, or for loss of use or lost business, revenue, profits, savings, or goodwill”); Legal Analysis at 10-12.

Verizon admits that, in a separate September 2015 email, Farmers Bank demanded “[e]ight months credit at a minimum plus the \$14,000 check or we go to war.” Compl. Exh. 122.

It is unclear what is meant by the reference in Paragraph 123 of the Complaint to “an accounting of unnecessary and unutilized services.”

124. Paragraph 124 of the Complaint appears to quote another excerpt from the August 19, 2015 email from Farmers Bank to Verizon referenced above. The statements contained in that excerpt regarding Verizon are inflammatory and inaccurate, but the email speaks for itself.

125. Paragraph 125 of the Complaint appears to quote an excerpt from a September 2015 email sent by Farmers Bank to Verizon. The email is not accurate in several respects. Among other things, the reference to \$14,000 is for the interim ISDN PRI solution with remote call forwarding at Godwin Blvd. and is separate from the 911 location information issue, discussed above. But both of those issues have been resolved as Verizon provided Farmers Bank with a full refund for the interim ISDN PRI solution at Godwin Blvd. (White Decl., ¶ 4) and worked with the bank, its vendor, and a third party to identify and resolve the location information issues associated with certain bank telephone numbers. Lawson Decl., ¶¶ 8-10. Similarly, as discussed above, service was temporarily interrupted on one VoIP account due to nonpayment – not because of any “proven ineptness” on Verizon’s part. In any event, the email speaks for itself.

126. Verizon denies the allegations contained in Paragraph 126 of the Complaint. For the reasons set forth above, Verizon denies that it executed an “unjustified disconnection” of services, denies that it issued misleading, deceptive and inconspicuous invoices and charges, and denies that it failed to propose or implement phone systems and services that can be utilized by Complainant. While Complainant has raised issues related to the way its accounts were configured following the switch to alternative arrangements at Godwin Blvd. in June 2013, those

issues have not impacted the service Verizon has provided. *See* Lawson Decl., ¶ 6. Verizon has provided functioning service to Farmers Bank since June 2013 and continues to do so today. *Id.*

I. Answer to Allegations Regarding a Proposed New VoIP Agreement for Godwin Blvd.

127. Verizon admits that the Client Executive referenced in Paragraph 127 of the Complaint continued to communicate regularly with Farmers Bank to address any issues raised by the bank. To the extent Paragraph 127 asserts that Verizon was not providing services to Farmers Bank, Verizon denies that allegation. *See* Lawson Decl., ¶ 6. The exhibits cited and quoted in Paragraph 127 speak for themselves.

128. Paragraph 128 of the Complaint selectively cites and quotes an excerpt from an August 2015 email exchange between the parties. That email correspondence reflects an effort to review the bank's accounts and technical configurations to ensure the bank was receiving proper and/or optimized service. The email correspondence speaks for itself, but indicates that it contains a "summary" that Verizon asks to be reviewed for accuracy. Many of the statements contained therein are preliminary, based on "if" or "if it is possible" or what "we suspect," and is subject to review with Verizon's engineers. Compl. Exh. 124 (stating that "I will run all this by my engineers"). Verizon denies that the Farmers Bank accounts are structured inadequately, that it engaged in a convoluted and unsuccessful attempt to provide services to the bank, or that calls originating from Godwin Blvd. are or were being routed improperly.

129. Paragraph 129 of the Complaint cites to a portion of the email correspondence referenced in Paragraph 128, above, which speaks for itself. Verizon admits that it proposed a new VoIP arrangement to Farmers Bank in or around August 2015 (which the Complaint refers to as the "Independent VoIP System Solution") and the parties ultimately entered into an agreement for Verizon to provide such VoIP service in September 2015. *See* VZ Exh. 7 (the

“September 2015 VoIP Agreement”). After entering into that contract, Farmers Bank refused to go forward with implementation. Because a valid contract had been entered in Verizon’s systems, Verizon began billing Complainant the agreed-upon amounts for the September 2015 VoIP Agreement after that agreement was executed. Farmers Bank has not paid Verizon any amounts under that agreement or a subsequent amendment to that agreement that the parties entered into in March 2016. *See* VZ Exh. 8. However, Verizon has provided Farmers Bank with a credit for the full amount billed under the September 2015 VoIP Agreement and amendment, and has closed the associated account(s) so that no further billing will occur. *See* VZ Exh. 5; Legal Analysis, Appendix A.

130. Please refer to the response to Paragraph 129, above.

131. Please refer to the response to Paragraph 129, above. Farmers Bank has not paid Verizon any amounts under the September 2015 VoIP Agreement and March 2016 amendment, and Verizon has provided credit for all amounts billed under those agreements and has closed the associated account(s) so that no further billing will occur.

132. Paragraph 132 of the Complaint appears to quote an excerpt from a September 28, 2015 email from Verizon to Farmers Bank, which speaks for itself. Verizon admits that it communicated to Farmers Bank that it would be providing the bank with a refund for the amounts billed under the initial ISDN PRI arrangement (with remote call forwarding) at Godwin Blvd. Verizon did provide a check to cover those amounts in their entirety in November 2015, which Farmers Bank cashed that same month. As such, that issue was resolved approximately seven months before the Complaint was filed.

133. Paragraph 133 of the Complaint appears to quote an excerpt from the same email referenced in Paragraph 132, above. The email speaks for itself. The author of that email no longer is employed by Verizon.

134. The terms of the September 2015 VoIP Agreement speak for themselves. Please refer to the response to Paragraph 129, above. Farmers Bank refused to proceed with activation and implementation of the September 2015 VoIP agreement.

135. Verizon admits that the September 2015 VoIP Agreement remains unimplemented because Farmers Bank refused to proceed with activation and implementation of that agreement. Please refer to the response to Paragraph 129, above. As noted above, Farmers Bank has not paid any amounts under that agreement (or the associated amendment), Verizon has provided a credit to zero out any amounts billed under those arrangements, and Verizon closed the associated account(s) so that no further billing will occur. *See* VZ Exh. 5; Legal Analysis, Appendix A.

Verizon admits that, up through the filing of the Complaint, Farmers Bank should have paid – and did pay – for ISDN PRI services at Windsor under the June 2013 agreement the parties entered into for that location. That contract is separate from any VoIP (or other) service being provided at the Godwin Blvd. branch. And Farmers Bank never intended for the services being provided at Godwin Blvd (whether under the originally contemplated ISDN PRI or through VoIP) to eliminate the need for service at its Windsor branch. In June 2013, Complainant agreed to a three-year contract for ISDN PRI service at Windsor *after* it had made arrangements to initiate the initially contemplated service at Godwin Blvd. and transfer certain numbers from Windsor to Godwin Blvd. and *before* any alternative arrangements had to be made for Godwin Blvd. *See* VZ Exh. 2 (June 2013 Windsor ISDN PRI contract). Thus, even if

everything had gone as originally contemplated for Godwin Blvd., Farmers Bank still intended to receive service from Verizon at Windsor for at least three more years and entered into a contract providing for just that. In other words, Farmers Bank would have continued to receive service at Windsor and pay for those services under the June 2013 contract, regardless of anything that occurred with respect to Godwin Blvd.¹² Verizon provided the contracted for services for Windsor and, indeed, has continued to provide services at Windsor even after the expiration of that contract earlier this year.

J. Answer to Allegations regarding Complainant’s Alleged Losses as a Result of Complainant’s Refusal to Allow Activation and Implementation of the September 2015 VoIP Agreement.

136. Verizon denies that there are “continued inadequacies in providing competent phone services” to Complainant or that the Complaint has demonstrated the resultant alleged harms. Verizon has provided services to Farmers Bank throughout the period of time covered by the Complaint. *See* Lawson Decl., ¶ 6.

137. Verizon denies that it has engaged in “unacceptable conduct” or “unlawful behavior” that would entitle Complainant to any relief in this proceeding. Verizon lacks knowledge or information sufficient to form a belief as to the truth of the averments in Paragraph 137 regarding how Farmers Bank employees have spent their time or the amount of time they

¹² The fact and timing of the June 2013 contract for services at Windsor plainly refute any notion that Farmers Bank continued to pay for service at Windsor only as the result of Verizon not being able to provide services at Godwin Blvd. But, even if that were the case, Complainant still could not recover damages in the amount it paid for monthly services at Windsor. Such damages either would (a) be indirect or consequential damages resulting from alleged failures to provide service under the Godwin Blvd. contract and, therefore, precluded by that contract (VZ Exh. 3, § 11.1), or (b) stem from the June 2013 Windsor contract that incorporates and is subject to the Verizon South Product Guide requiring any claim to be brought in writing within 60 days – which Complainant did not do. *See* Verizon South Product Guide § 2.5.5 (stating that Verizon “shall not be liable for damages or statutory penalties in any case where a claim is not rendered in writing within sixty days after the alleged delinquency occurs”).

have spent “dealing with Verizon.” But, even if the Complaint set forth some actionable violation by Verizon, Verizon denies that Complainant can recover any amounts associated with employee time spent “dealing with Verizon.” *See* Legal Analysis at 12-13.

The Complaint does not specify how much of that time was spent in connection with the complaints filed with the Virginia State Corporation Commission or the Complaint in this proceeding, but any such time should be considered cost of litigation that cannot be awarded by the Commission and is precluded by the governing contract (and/or tariffs or product guides). Nor does the Complaint specify how much of that claimed time was expended as a result of an alleged violation by Verizon – or which alleged violation – as opposed to time spent in the normal course of contracting, reviewing bills, or other contact with its provider. A customer cannot recover any amount from a provider simply for time spent on such normal course activities. But any request for compensation for loss of use of employee time spent “dealing with Verizon” is precluded by the governing contract provisions. *See* VZ Exh. 3, § 11.1. Those provisions likewise limit the amount Complainant can seek in damages and preclude recovery in the amount sought here. *See* VZ Exh. 3, § 11.2 (limiting total liability to “direct damages proven by the claiming part(ies)” or aggregate amounts paid by Farmers Bank to Verizon in the six months prior to accrual of the latest cause of action).¹³

138. Verizon lacks knowledge or information sufficient to form a belief as to the truth of the averments in Paragraph 138 regarding how much time a Farmers Bank employee spent on “Verizon issues.” For the reasons stated above and in the attached Legal Analysis, Verizon

¹³ To the extent Complainant seeks any damages under the original ISDN PRI agreement for Godwin Blvd. or for the contract for ISDN services at Windsor (and it does not appear Complainant does), those agreements incorporate terms and conditions from product guides that preclude liability for any amount in excess of what the customer was charged under those agreements – which would exclude any such amounts for punitive damages, attorneys’ fees, or any other indirect or consequential damages. *See* FN 12, *supra*.

denies that Complainant can recover any alleged “time-to-value loss” for employee time spent on “Verizon issues.” Please refer to the response to Paragraph 137, above.

139. Verizon lacks knowledge or information sufficient to form a belief as to the truth of the averments in Paragraph 139 regarding how much time a Farmers Bank employee spent on “Verizon issues.” For the reasons stated above and in the attached Legal Analysis, Verizon denies that Complainant can recover any alleged “time-to-value loss” for employee time spent on “Verizon issues.” Please refer to the response to Paragraph 137, above.

140. Verizon lacks knowledge or information sufficient to form a belief as to the truth of the averments in Paragraph 140 regarding how much time a Farmers Bank employee spent on “Verizon issues.” For the reasons stated above and in the attached Legal Analysis, Verizon denies that Complainant can recover any alleged “time-to-value loss” for employee time spent on “Verizon issues.” Please refer to the response to Paragraph 137, above.

141. Verizon lacks knowledge or information sufficient to form a belief as to the truth of the averments in Paragraph 141 regarding how much time a Farmers Bank employee spent on “Verizon issues.” For the reasons stated above and in the attached Legal Analysis, Verizon denies that Complainant can recover any alleged “time-to-value loss” for employee time spent on “Verizon issues.” Please refer to the response to Paragraph 137, above.

142. Verizon lacks knowledge or information sufficient to form a belief as to the truth of the averments in Paragraph 142 regarding how much time a Farmers Bank employee spent on “Verizon issues.” For the reasons stated above and in the attached Legal Analysis, Verizon denies that Complainant can recover any alleged “time-to-value loss” for employee time spent on “Verizon issues.” Please refer to the response to Paragraph 137, above.

143. Verizon lacks knowledge or information sufficient to form a belief as to the truth of the averments in Paragraph 143 regarding how much time a Farmers Bank employee spent on “Verizon issues.” For the reasons stated above and in the attached Legal Analysis, Verizon denies that Complainant can recover any alleged “time-to-value loss” for employee time spent on “Verizon issues.” Please refer to the response to Paragraph 137, above.

144. Verizon lacks knowledge or information sufficient to form a belief as to the truth of the averments in Paragraph 144 regarding how much time a Farmers Bank employee spent on “Verizon issues.” For the reasons stated above and in the attached Legal Analysis, Verizon denies that Complainant can recover any alleged “time-to-value loss” for employee time spent on “Verizon issues.” Please refer to the response to Paragraph 137, above.

145. Verizon denies the allegations contained in Paragraph 145 of the Complaint. While service at Godwin Blvd. could not be set up as originally contemplated in 2013 due to certain technical reasons, the parties thereafter made alternative arrangements and Verizon has been providing services to Farmers Bank under those arrangements ever since. *See* Lawson Decl., ¶¶ 4-6. Similarly, while there were issues regarding location information for three telephone numbers that Verizon installed at Godwin Blvd., but that Complainant and/or BCS assigned to different locations within the bank’s PBX system, those issues have been resolved. *Id.* at ¶¶ 8-10. Verizon is not aware of any other alleged problems with the services it has been (and currently still is) providing to Farmers Bank. *Id.* at ¶ 11. Indeed, Verizon has provided working services to Farmers Bank throughout the time period covered by the Complaint. *Id.* at ¶ 6.

K. Answer to Allegations regarding Billing.

146. Verizon admits that it sent an invoice dated October 10, 2015 to Farmers Bank at its Godwin Blvd. address. Verizon lacks information or knowledge sufficient to form a belief as

to the truth of the averment regarding when Farmers Bank received that invoice. The invoice is for the VoIP account at Godwin Blvd. The invoice contains a “Statement Summary” indicating a total amount due of \$7,642.55. *See* Compl. Exh. 133. The following pages of the invoice explain that the amount due is for an “ANNUAL UNDERUTILIZATION CHARGE” and the associated taxes and fees.

147. Verizon denies that the invoice referenced in Paragraph 146 of the Complaint “includes no account information.” The invoice includes both a “Corporate ID” associated in Verizon’s systems with Farmers Bank and a “Bill Payer ID” associated in Verizon’s systems with a Farmers Bank location. Verizon further denies that the invoice’s description of the annual underutilization charge is “limited.” Farmers Bank entered into a contract with Verizon for VoIP services at Godwin Blvd. that specifically provided for payment of an underutilization charge to be triggered in certain circumstances when Farmers Bank did not meet certain minimum purchase requirements. *See* VZ Exhibit 3, § 6. The reference in the October 2015 invoice to an annual underutilization charge is to the same charge that Farmers Bank agreed to in its contract with Verizon. However, Verizon has provided credit to Farmers Bank for the full amount of the underutilization charge (and the associated taxes and fees). *See* VZ Exh. 5; Legal Analysis, Appendix A. As such, this issue has been resolved.

148. Verizon admits that, when Farmers Bank did not pay the October 2015 invoice including the underutilization charge, Verizon sent additional invoices that included that outstanding charge. As noted above, Verizon subsequently addressed this issue and provided a credit to Farmers Bank to cover the underutilization charge and all associated taxes, fees, and late payment penalties. Verizon will not issue additional invoices that include this particular charge, meaning this issue has been resolved.

149. As set forth in the responses to Paragraphs 147-48, above, Verizon has issued a credit covering the underutilization charge and this issue has been resolved.

150. Verizon denies that it engaged in “multiple attempts to thwart repayment” of the amounts that Complainant paid to Verizon for the initial alternative arrangement at Godwin Blvd. utilizing ISDN PRI and remote call forwarding. Verizon agreed to refund those amounts and admits that, in November 2015, it provided Farmers Bank with a check in the amount of \$15,708.66 to cover those amounts. *See White Decl.*, ¶ 4. This issue therefore was resolved approximately seven months before Farmers Bank filed its Complaint.

151. Verizon admits that it received copies of the complaint and related correspondence that Farmers Bank submitted to the Virginia State Corporation Commission raising the same or similar issues to those raised in this Complaint. Verizon denies that it did not respond to the complaint filed with the Virginia State Corporation Commission. Verizon engaged in communications directly with the Virginia State Corporation Commission and, as set forth in response to Paragraph 150 above, thereafter provided Farmers Bank with a refund of the amounts that Complainant paid to Verizon for the initial alternative arrangement at Godwin Blvd. that utilized ISDN PRI and remote call forwarding.

152. Verizon admits that Farmers Bank raised at least certain of the disputes set forth in the Complaint with Verizon prior to November 2015 and that Verizon attempted to address those issues in good faith on multiple occasions at and prior to that time. As noted above, Farmers Bank also raised some of these issues in complaints filed with the Virginia State Corporation Commission in October 2015. In November 2015, Verizon provided Farmers Bank with a refund for the full amount Farmers Bank paid to Verizon under the initial alternative arrangement at Godwin Blvd. that utilized ISDN PRI and remote call forwarding. *See White*

Decl., ¶ 4. Verizon is not aware of Farmers Bank raising these issues or seeking to discuss them with Verizon between November 2015 and the filing of the Complaint in this proceeding on June 24, 2016.

While Paragraph 152 of the Complaint asserts that Farmers Bank “attempted to discuss potential resolution of these disputes and invited response from Verizon . . .,” Complainant’s Information Designation (Compl. Exh. 144 at 25) indicates that Complainant’s “good faith effort” to do so was an October 27, 2015 email to Verizon (Compl. Exh. 138) that forwarded the “four complaints Farmers Bank filed with the State Corporation Commission of Virginia” and “encourage[d Verizon] to fully investigate this matter.” That communication did not reference any potential FCC formal complaint. Likewise, the Complaint does not include a certification indicating that, prior to the filing of the formal complaint, Complainant “mailed a certified letter outlining the allegations that form the basis of the complaint it anticipated filing with the Commission to the defendant carrier or one of the defendant’s registered agents for service of process that invited a response within a reasonable period of time.” 47 C.F.R. § 1.721(a)(8). Verizon has investigated and has not been able to confirm receipt of any such certified letter from Complainant prior to receiving the Complaint.

153. Verizon lacks knowledge or information sufficient to form a belief as to whether Complainant filed suit in any court on the basis of the causes of action alleged in the Complaint. In October 2015, Farmers Bank filed complaints with the Virginia State Corporation Commission based on at least some of the same or similar allegations.

154. Verizon is without knowledge or information sufficient to form a belief as to the truth of the averment that Complainant paid a filing fee in the amount of \$450 with the

Commission for this Formal Complaint. The Commission's records as to whether the fee was paid speak for themselves.

155. Verizon admits that Complainant included an information designation as Compl. Exh. 144.

156. Verizon admits that Complainant included a Formal Complaint Intake Form as Compl. Exh. 145.

157. Verizon denies that Farmers Bank "suffers without relief" and otherwise denies the allegations contained within Paragraph 157 of the Complaint. While technical reasons prevented the ISDN PRI services from being set up as originally contemplated at Godwin Blvd. in 2013, the parties subsequently entered into alternative arrangements and Verizon has been providing services under those arrangements for more than three years. *See* Lawson Decl., ¶¶ 4-6. Moreover, as set forth above, most of the issues raised by the Complaint have been resolved successfully. The location information and billing issues that make up the crux of the Complaint have been resolved. *Id.* at ¶¶ 8-10. Verizon also has issued credit to Farmers Bank to cover most of the asserted damages claims stemming from the switch to the alternative arrangements at Godwin Blvd. and that are permitted under the relevant contracts, as specified above. As such, the only issues remaining outstanding in this proceeding relate to certain claims for damages that Complainant is not entitled to and cannot recover as a matter of fact, law or contract.

**ANSWER TO COUNT I – ALLEGING THAT VERIZON VIOLATED 47 U.S.C.
201(b) BY PROVIDING "DEGRADED SERVICES" IN VIOLATION OF THE
RURAL CALL COMPLETION ORDER**

158. Paragraph 158 of the Complaint does not contain an allegation to which a response is required. Verizon incorporates its responses to each of the prior Paragraphs of the Complaint as if set forth herein. For a discussion of Count I, please refer to the attached Legal Analysis at 17-19.

159. 47 U.S.C § 201(b) speaks for itself.

160. The Commission decisions quoted in Paragraph 160 of the Complaint speak for themselves. However, Verizon denies that the referenced *Rural Call Completion Order*,¹⁴ the *Rural Call Completion Declaratory Ruling*,¹⁵ or an order adopting a consent decree related to those decisions are applicable to this proceeding. Please see the attached Legal Analysis at 17-19.

161. Paragraph 161 of the Complaint appears to quote the *Rural Call Completion Declaratory Ruling*, which speaks for itself. It is not applicable here.

162. Paragraph 162 of the Complaint appears to quote the *Rural Call Completion Declaratory Ruling*, which speaks for itself. It is not applicable here.

163. Verizon denies that Farmers Bank notified it – or that it is aware – of any “degraded services” in any rural areas within the meaning of the *Rural Call Completion Order* or *Rural Call Completion Declaratory Ruling*. Please see the attached Legal Analysis. Verizon otherwise denies the allegations contained in Paragraph 163 of the Complaint. To the extent that Paragraph 163’s reference to “intermediate ‘solutions’” refers to the alternative arrangements made for service at Godwin Blvd. referenced above, those arrangements are and have been viable and capable of utilization. Verizon has provided service to Farmers Bank under those arrangements since 2013. See Lawson Decl., ¶¶ 4-6.

164. Verizon denies the allegations contained in Paragraph 164 of the Complaint. As set forth above, Verizon has not engaged in any “practice” of billing and collecting charges for

¹⁴ *Rural Call Completion, Report and Order and Further Notice of Proposed Rulemaking*, 28 FCC Rcd 16154 (2013), modified in part on recon., *Order on Reconsideration*, FCC 14-175, 2014 FCC LEXIS 4273, 2014 WL 6070709 (rel. Nov. 13, 2014) (“*Rural Call Completion Order*”).

¹⁵ *In the Matter of Developing an Unified Intercarrier Comp. Regime*, Declaratory Ruling, 27 FCC Rcd 1351 (WCB 2012).

unauthorized or unutilized services nor imposed “increased associated expenses” on Farmers Bank. Moreover, as set forth above, the majority of issues raised by the Complaint have been resolved – including addressing billing issues and providing credit to Farmers Bank.

165. Verizon denies the allegations contained in Paragraph 165 of the Complaint, denies that it has engaged in “repeated” or “willful” misconduct,” and denies that it has provided “degraded services” to Farmers Bank within the meaning of the *Rural Call Completion Order* or *Rural Call Completion Declaratory Ruling*. Verizon assumes that Paragraph 165’s reference to “Section 201 of the Communications Act” refers to 47 U.S.C. § 201(b). Verizon denies that it has engaged in any unjust or unreasonable practice or that it has committed – or that the Complaint has set forth a claim for – any violation of 47 U.S.C. § 201(b). Please refer to the attached Legal Analysis.

166. Verizon denies that it engaged in unjust and unreasonable practices. Nevertheless, to narrow the issues the Commission will have to address in this proceeding, Verizon has issued credit to Farmers Bank for costs stemming from the switch to the alternative arrangements at Godwin Blvd. and that are permitted under the relevant contracts, as specified above. As such, the only issues remaining outstanding in this proceeding relate to certain claims for damages that Complainant is not entitled to and cannot recover as a matter of fact, law or contract.

While Paragraph 166 asserts that Complainant suffered damages in an amount no less than \$162,515.46, it does not specify how much (if any) of that amount allegedly is attributable to Count One. Nor does the Complaint include a computation of damages as required by 47 C.F.R. § 1.722(h)(1). Verizon denies that Complainant suffered damages in an amount no less than \$162,515.46. Moreover, the governing contracts (and/or tariffs or product guides) preclude

Complainant from seeking that amount in damages. Indeed, Farmers Bank specifically agreed under its agreement with Verizon for VoIP services at Godwin Blvd. that any claim for damages would be “limited to the lesser of (i) direct damages proven by the claiming part(ies) or (ii) the aggregate amounts paid by [Farmers Bank] to Verizon ... for the six months prior to accrual of the latest cause of action” – an amount significantly less than \$162,515.46. VZ Exh. 3, § 11.2.¹⁶ Please see the attached Legal Analysis.

167. Verizon denies that is liable to Farmers Bank for the requested damages and attorneys’ fees pursuant to Section 206 of the Act. Verizon denies that Paragraph 167 of the Complaint fully and accurately quotes all of the relevant language from that statute, which refers to a court proceeding in which such an award is “to be fixed by the court.” It does not apply to formal complaint proceedings before the Bureau or the Commission. *See* Legal Analysis at 13-15. Neither the Bureau nor the Commission has the authority to award attorneys’ fees in this proceeding. *Id.* Even if the Bureau or Commission had such authority, attorneys’ fees are precluded by the governing contract. *See* VZ Exh. 3, § 11.2 (limiting total liability to “direct damages proven by the claiming part(ies)” or aggregate amounts paid by Farmers Bank to Verizon in the six months prior to accrual of the latest cause of action).¹⁷ Please see the attached Legal Analysis.

¹⁶ To the extent Complainant seeks any damages under the original ISDN PRI agreement for Godwin Blvd. or for the contract for ISDN services at Windsor (and it does not appear Complainant does), those agreements incorporate terms and conditions from product guides that also preclude liability for any amount in excess of what the customer was charged under those agreements. *See* FN 12, *supra*.

¹⁷ To the extent Complainant seeks attorneys’ fees under the original ISDN PRI agreement for Godwin Blvd. or the contract for ISDN services at Windsor (and it does not appear Complainant does), those agreements incorporate terms and conditions from product guides that preclude liability for any amount in excess of what the customer was charged under those agreements – which would exclude any such amounts for attorneys’ fees or any other claimed damages. *See* FN 12, *supra*.

168. Paragraph 168 appears to quote an excerpt from 47 U.S.C. § 207, which speaks for itself. Verizon denies that it has violated the Communications Act and denies that Count I of the Complaint sets forth any violation of 47 U.S.C. § 201(b) (or any other provision) of the Communications Act.

169. For the reasons set forth above, Verizon denies the allegations contained in Paragraph 169 of the Complaint.

ANSWER TO COUNT II – ALLEGING THAT VERIZON VIOLATED 47 U.S.C. § 201(b) BY PLAYING A RECORDING THAT INDICATED ONE OF COMPLAINANT’S ACCOUNTS WAS OUT OF SERVICE WHEN IT WAS OUT OF SERVICE

170. Paragraph 170 of the Complaint does not contain an allegation to which a response is required. Verizon incorporates its responses to each of the prior Paragraphs of the Complaint as if set forth herein. For a discussion of Count II, please refer to the attached Legal Analysis at 19-21.

171. 47 U.S.C. § 201(b) speaks for itself.

172. Paragraph 172 appears to quote an excerpt from the *Rural Call Completion Declaratory Ruling*, which speaks for itself. It is not applicable here. Please see the attached Legal Analysis.

173. Paragraph 173 appears to quote an excerpt from the *Rural Call Completion Declaratory Ruling*, which speaks for itself. It is not applicable here.

174. Verizon denies the allegations contained in Paragraph 174 of the Complaint. From July 6 to July 9, 2015, callers trying to reach a phone number on Farmers Bank VoIP account for Godwin Blvd. received a recorded message indicating that the number was not in service or had been disconnected at that time. *See* Response to Paragraph 54, *supra*. The recorded message was neither deceptive nor misleading. The numbers was not in service at that

time because of nonpayment on the account, as discussed above. *See* Responses to Paragraphs 100-117, *supra*. The recorded message accurately reflected as much.

175. Verizon denies the allegations contained in Paragraph 175 of the Complaint. As explained in response to Paragraph 174, above, Verizon did not transmit deceptive and misleading information and Verizon did not violate Section 201(b) of the Act.

176. Verizon lacks knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 176 of the Complaint regarding the “harmful consequences” of phone service being out from July 6-9, 2015 for the VoIP account, as described above. The Complaint does not substantiate or provide evidence quantifying any alleged “loss of business revenue” or any other consequential or indirect damages resulting from the temporary outage. However, even if Complainant could substantiate such claims, the Commission cannot award such damages in this proceeding and the governing contract expressly precludes Farmers Bank from even seeking such damages. The June 2013 contract between Farmers Bank and Verizon for VoIP service at Godwin Blvd. precludes any recovery for “indirect, consequential, exemplary, special, incidental or punitive damages, or for loss of use or lost business, revenue, profits, savings, or goodwill” VZ Exh. 3, § 11.1. The claimed “harmful consequences” here fall squarely within that prohibition. Please see the attached Legal Analysis.

177. Verizon denies the allegations contained in Paragraph 177 of the Complaint. Verizon denies that it engaged in any unjust or unreasonable practices. While Paragraph 177 asserts that Complainant suffered damages in an amount no less than \$162,515.46, the Complaint does not include a computation of damages as required by 47 C.F.R. § 1.722(h)(1) and Paragraph 177 does not specify how much (if any) of that amount allegedly is attributable to Count II.

While unclear, Paragraph 123 of the Complaint and Compl. Exh. 118 suggest that Complainant actually is seeking \$35,000 in damages for this Count. Verizon denies that Complainant suffered damages in an amount no less than \$162,515.46. *See* Response to Paragraph 166, *supra*.

To the extent Complainant seeks \$35,000 for loss of business, reputational damage, and other indirect or consequential damages it allegedly incurred when phone service for the VoIP account temporarily was interrupted for nonpayment from July 6-9, 2015, the Complaint does not attempt to substantiate that figure, much less demonstrate that it actually suffered losses in that amount. But any such damages are not recoverable in any event, as the governing contract for VoIP services at Godwin Blvd. expressly precludes any recovery for “indirect, consequential, exemplary, special, incidental or punitive damages, or for loss of use or lost business, revenue, profits, savings, or goodwill” VZ Exh. 3, § 11.1. Please see the attached Legal Analysis.

178. For the reasons set forth above and in the attached Legal Analysis, Verizon denies that Paragraph 178 or Count II of the Complaint sets forth any violation of the Communications Act and denies that Farmers Bank is entitled to recover the claimed damages or attorneys’ fees.

**ANSWER TO COUNT III – ALLEGING THAT INFORMATION LOCATION
ISSUES AMOUNTED TO VIOLATIONS OF 47 U.S.C. § 201(b)**

179. Paragraph 179 of the Complaint does not contain an allegation to which a response is required. Verizon incorporates its responses to each of the prior Paragraphs of the Complaint as if set forth herein. For a discussion of Count III, please refer to the attached Legal Analysis at 21-23.

180. Paragraph 180 of the Complaint appears to quote 47 U.S.C. 201(b), which speaks for itself.

181. Paragraph 181 of the Complaint appears to quote an excerpt from a 2015 Enforcement Bureau order adopting a consent decree with Verizon regarding potentially

substandard delivery of long distance calls to certain rural areas over an eight month period. *In the Matter of Verizon*, Adopting Order, 30 FCC Rcd 245 (E.B. 2015). That adopting order speaks for itself. It is not relevant here, as the Complaint does not raise any allegations related to potentially substandard delivery of long distance calls or “[r]ural call completion problems” within the meaning of that order or consent decree. *Id.*

182. Paragraph 182 of the Complaint appears to quote an excerpt from a Commission order regarding spoofing of caller identification information to emergency services providers and certain Commission Rules. Complainant does not explain why it has cited those materials or how they are relevant here, but they speak for themselves.

183. Paragraph 183 of the Complaint appears to refer to 47 C.F.R. § 64.708, which speaks for itself.

184. Verizon denies the allegations contained in Paragraph 184 of the Complaint, as Verizon is not aware of any 911 issues “remaining uncorrected.” As discussed above, Verizon is aware that location information displayed incorrectly for certain Farmers Bank telephone numbers for certain periods. Working with Farmers Bank, Verizon coordinated onsite testing with the bank’s vendor, BCS, and a third party equipment vendor in August 2016. *See* Lawson Decl., ¶ 8. That testing identified and successfully addressed the location information issue for the three telephone numbers that were identified by the Bank. *Id.* at 9. Verizon installed those three numbers for service at Godwin Blvd., which Complainant and/or BCS assigned to different locations in the bank’s PBX system. The parties were able to resolve that issue through BCS’s contact with the relevant Public Safety Answering Point (“PSAP”) to request an update of the location information associated with the numbers. *Id.* As of August 12, 2016, location information for the relevant Farmers Bank telephone numbers displayed correctly in testing. *Id.*

At that point, the issue was resolved and Verizon is unaware of any other concerns regarding 911 information. *Id.* at ¶¶ 9-10. Please refer to the response to Paragraph 76, above.

185. Verizon denies the allegations contained in Paragraph 185 of the Complaint. As noted in response to Paragraph 184, above, this issue has been resolved.

186. Verizon denies that it engaged in unlawful conduct and practices. While Paragraph 186 asserts that Complainant suffered damages in an amount no less than \$162,515.46, the Complaint does not include a computation of damages as required by 47 C.F.R. § 1.722(h)(1) and Paragraph 186 does not specify how much (if any) of that amount allegedly is attributable to Count III. Indeed, the Complaint has not identified – and it is difficult to imagine – what direct or otherwise recoverable damages Complainant could seek from Verizon based on the allegations contained in Count III. In any event, the issues raised in Count III have been resolved. Please refer to the response to Paragraph 184, above.

As discussed in response to Paragraph 166, above, Verizon denies that Complainant otherwise suffered damages in an amount no less than \$162,515.46.

187. Verizon denies the allegations contained in Paragraph 187 of the Complaint. The Commission lacks the authority to award punitive damages in this proceeding. *See* Legal Analysis at 14-16. Likewise, even if the Commission had such authority, the governing contract expressly precludes the award of punitive damages. *See* VZ Exh. 3, §§ 11.1 (stating that “[n]o party to this Agreement is liable to any other for ... punitive damages ...”) and 11.2 (limiting total liability to “direct damages proven by the claiming part(ies)” or aggregate amounts paid by Farmers Bank to Verizon in the six months prior to accrual of the latest cause of action).¹⁸

¹⁸ To the extent Complainant seeks any punitive damages under the original ISDN PRI agreement for Godwin Blvd. or the contract for ISDN services at Windsor (and it does not appear Complainant does), those agreements incorporate terms and conditions from product

Nor would the facts justify such an award. Verizon did not engage in “unlawful practices of willful and substantial delay,” nor fail to provide information to Farmers Bank, nor fail to make efforts to solve the 911 issues that Complainant raised. As discussed above, even Complainant’s exhibits show that Verizon repeatedly engaged with Farmers Bank and made multiple attempts to address the issue regarding location information for those certain numbers that – at times – did not display correctly. *See, e.g.,* Responses to Paragraphs 79-81, *supra*. Ultimately, working with Farmers Bank, Verizon coordinated onsite testing with the bank’s vendor, BCS, and a third party equipment vendor in August 2016 that identified and successfully addressed the location issue with the three telephone numbers that Verizon installed at Godwin Blvd., but that Complainant and/or BCS assigned to different locations in the bank’s PBX system. *See* Response to Paragraph 76, *supra*. As of August 12, 2016, all location information for those numbers appeared correctly in testing and this issue has been resolved. *See* Lawson Decl., ¶¶ 8-10. Accordingly, even if the Commission could award punitive damages (which it cannot) and even if punitive damages were not precluded by the governing contract or product guides (which they are), no award of punitive damages would be warranted here.

188. For the reasons set forth above and in the attached Legal Analysis, Verizon denies that Farmers Bank is entitled to recover the claimed damages or attorneys’ fees.

ANSWER TO COUNT IV – ALLEGING THAT VERIZON VIOLATED 47 U.S.C. § 201(b) BY TEMPORARILY HALTING SERVICE ON THE VoIP ACCOUNT COMPLAINANT HAD NOT PAID

189. Paragraph 189 of the Complaint does not contain an allegation to which a response is required. Verizon incorporates its responses to each of the prior Paragraphs of the

guides that preclude liability for any amount in excess of what the customer was charged under those agreements – which would exclude any such amounts for punitive damages. *See* FN 12, *supra*.

Complaint as if set forth herein. For a discussion of Count IV, please refer to the attached Legal Analysis at 23-24.

190. Paragraph 190 of the Complaint appears to quote a portion of 47 U.S.C. § 201(b), which speaks for itself.

191. Paragraph 191 of the Complaint appears to quote an excerpt from a 1951 Commission decision, *Katz v. Am. Tel. & Tel. Co.*, 16 FCC 421 (1951), which speaks for itself. That decision does not appear relevant here.

192. Paragraph 192 appears to quote additional language from the 1951 decision referenced in Paragraph 191, above. That decision does not appear relevant here. Verizon did not discontinue service to Farmers Bank upon learning information that the bank was using that service for an unlawful purpose. Nor did Verizon fail to provide Farmers Bank that it was going to discontinue service to the bank before doing so. As discussed in response to Paragraph 107 and 114, above, service to Farmers Bank's VoIP account temporarily was interrupted (from July 6-9, 2015) due to nonpayment on the account. But Verizon provided notice to Farmers Bank beforehand by sending the associated prior months' bills to the correct address (the same address where Complainant acknowledges it received the July 1, 2015 invoices), through its automated calls to the bank, and through May and June 2015 letters to the correct (Godwin Blvd.) address informing the bank of the overdue balance and potential suspension of services.

193. Verizon denies the allegations contained in Paragraph 193 of the Complaint. Verizon did provide notice to Farmers Bank that its services would be disconnected for nonpayment before doing so. Please refer to the response to Paragraph 192, above.

194. Verizon denies the allegations contained in Paragraph 194 of the Complaint. Please refer to the response to Paragraph 192, above. Verizon further denies that the temporary

interruption in service for nonpayment on July 6, 2015 resulted in a loss of service for “all phone communications.” Services were out only for the VoIP account referenced above.

Complainant’s other services were not affected.

195. Verizon lacks knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 195 of the Complaint regarding the alleged consequences of phone service being out for the VoIP account referenced above from July 6-9, 2015. The Complaint does not substantiate or provide evidence quantifying any such “loss of business revenue” or any other consequential or indirect damages resulting from those particular telephone numbers being out of service for those few days. However, even if Complainant could substantiate such claims, the Commission cannot award such damages in this proceeding and the governing contract expressly precludes Farmers Bank from even seeking such damages. The June 2013 VoIP contract between Farmers Bank and Verizon precludes any recovery for “indirect, consequential, exemplary, special, incidental or punitive damages, or for loss of use or lost business, revenue, profits, savings, or goodwill” VZ Exhibit 3, § 11.1. The claimed damages here fall squarely within that prohibition. Please see the attached Legal Analysis.

196. Verizon denies the allegations contained in Paragraph 196 of the Complaint, denies that it engaged in unlawful conduct and practices, and denies that Farmers Bank continues to suffer damages. The issues allegedly giving rise to actionable damages in this Complaint have been resolved. Moreover, while Paragraph 196 asserts that Complainant suffered damages in an amount no less than \$162,515.46, the Complaint does not include a computation of damages as required by 47 C.F.R. § 1.722(h)(1) and Paragraph 196 does not specify how much (if any) of that amount allegedly is attributable to Count IV. While unclear, Paragraph 123 of the Complaint and Compl. Exh. 118 suggest that Complainant actually is seeking \$35,000 in

damages for this Count. Verizon otherwise denies that Complainant suffered damages in an amount no less than \$162,515.46. *See* Response to Paragraph 166, *supra*.

To the extent Complainant seeks \$35,000 for loss of business, reputational damage, and other indirect or consequential damages it allegedly incurred when phone service for the VoIP account temporarily was interrupted for nonpayment from July 6-9, 2015, the Complaint does not attempt to substantiate that figure, much less demonstrate that it actually suffered losses in that amount. But any such damages are not recoverable in any event, as the governing contract for VoIP services at Godwin Blvd. expressly precludes any recovery for “indirect, consequential, exemplary, special, incidental or punitive damages, or for loss of use or lost business, revenue, profits, savings, or goodwill” VZ Exh. 3, § 11.1. Please see the attached Legal Analysis.

197. For the reasons set forth above, Verizon denies the allegations contained in Paragraph 197 of the Complaint and denies that Complainant is entitled to punitive damages. *See* Legal Analysis at 14-16.

198. For the reasons set forth above, Verizon denies that its conduct violated 47 U.S.C. § 201(b) and denies that Farmers Bank is entitled to recover the claimed damages. The Commission lacks the authority to award punitive damages in this proceeding. *See* Legal Analysis at 14-15. Likewise, even if the Commission had such authority, the governing contract expressly precludes the award of punitive damages. *See* VZ Exh. 3, § 11.1 (stating that “[n]o party to this Agreement is liable to any other for ... punitive damages ...”) and § 11.2 (limiting total liability to “direct damages proven by the claiming part(ies)” or aggregate amounts paid by Farmers Bank to Verizon in the six months prior to accrual of the latest cause of action).

Nor would the facts justify such an award. As discussed above, service to Farmers Bank’s VoIP account temporarily was interrupted (from July 6-9, 2015) due to nonpayment on

the account. And Verizon provided notice to Farmers Bank before doing so by sending the associated prior months' bills to the correct address (the same address where Complainant acknowledges it received the July 1, 2015 invoices), through its automated calls to the telephone number of record on the account, and through letters sent in May and June 2015 to the correct (Godwin Blvd.) address notifying the bank of the overdue amounts and potential suspension of service. Please see the attached Legal Analysis.

**ANSWER TO COUNT V – ALLEGING THAT VERIZON VIOLATED TRUTH
IN BILLING REGULATIONS**

199. Paragraph 199 of the Complaint does not contain an allegation to which a response is required. Verizon incorporates its responses to each of the prior Paragraphs of the Complaint as if set forth herein. For a discussion of Count V, please refer to the attached Legal Analysis at 24.

200. Paragraph 200 of the Complaint appears to cite to 47 C.F.R. § 64.2400(a), which speaks for itself.

201. 47 C.F.R. § 64.2400(b) speaks for itself.

202. 47 C.F.R. § 64.2401 speaks for itself.

203. Paragraph 203 of the Complaint appears to cite to a 2009 Notice of Inquiry (“NOI”) in which the Commission sought comment on “whether there are opportunities to protect and empower American consumers by ensuring sufficient access to relevant information about communications services” in light of (then-)newer technologies. *In the Matter of Consumer Information and Disclosure Truth-in-Billing and Billing Format IP-Enabled Services*, Notice of Inquiry, 24 FCC Rcd 11380 (2009). That NOI does not appear relevant here.

204. Please refer to the response to Paragraph 203, above.

205. Paragraph 205 of the Complaint appears to contain a typographical error and/or is missing information that renders the meaning of the averment unclear. Verizon denies that it has behaved in any willful or recklessly negligent manner with respect to its billing. Verizon's invoices – including those sent to Farmers Bank – comply with applicable Commission rules.

206. Verizon denies the allegations contained in Paragraph 206 of the Complaint. Paragraph 206 does not indicate what Verizon billing invoices allegedly contain “insufficient descriptions” or “inconsistent explanations.” Please refer to the response to Paragraph 205, above.

207. Verizon denies the allegations contained in Paragraph 207 of the Complaint. Verizon has not engaged in any such alleged “practice” and the Complaint has not demonstrated otherwise. Complainant has not identified what invoices allegedly are deceptive or misleading or what charges allegedly are unauthorized or unidentifiable.

208. It is unclear what is meant by Paragraph 208's statement that “Verizon cannot even determine the applicability of the charges appearing on its own customer's invoices.” Paragraph 208 does indicate what that statement refers to and Verizon otherwise does not understand it. Verizon otherwise denies the allegations contained in Paragraph 208. Verizon's bills satisfy the truth-in-billing requirements and Commission rules. Complainant has not stated a claim for any violation of 47 U.S.C. § 201(b). Please see the attached Legal Analysis.

209. Verizon denies the allegations contained in Paragraph 209 of the Complaint. Neither Paragraph 209 nor any other portion of the Complaint states a viable claim for a violation of the truth-in-billing requirements and Verizon denies that it has violated any such Commission rule. Verizon likewise denies that Farmers Bank has suffered any damages as a result. While Paragraph 209 asserts that Complainant suffered damages in an amount no less

than \$162,515.46, the Complaint does not include a computation of damages as required by 47 C.F.R. § 1.722(h)(1) and Paragraph 209 does not specify how much (if any) of that amount allegedly is attributable to Count V. As discussed above, Verizon denies that Complainant has suffered or is entitled to recover damages in that amount. Please see the attached Legal Analysis.

210. Verizon denies the allegations contained in Paragraph 210 of the Complaint and denies that Complainant is entitled to or able to recover punitive damages in this proceeding. Please see the attached Legal Analysis.

211. For the reasons set forth above and in the attached Legal Analysis, Verizon denies the allegations contained in Paragraph 211 of the Complaint, denies that the Complaint sets forth a viable claim to any violation of 47 U.S.C. § 201(b), and denies that Complainant is entitled to recover damages or attorneys' fees.

ANSWER TO COUNT VI – ALLEGING THAT VERIZON VIOLATED 47 U.S.C. § 202(a) BY ENGAGING IN “UNSOOUND ROUTING PRACTICES”

212. Paragraph 212 of the Complaint does not contain an allegation to which a response is required. Verizon incorporates its responses to each of the prior Paragraphs of the Complaint as if set forth herein. For a discussion of Count VI, please refer to the attached Legal Analysis at 25-26.

213. 47 U.S.C. § 202 speaks for itself.

214. Paragraph 214 of the Complaint appears to quote a portion of 47 U.S.C. § 202(a), which speaks for itself.

215. Paragraph 215 of the Complaint makes certain assertions regarding telecommunications carriers' duty to interconnect with other carriers pursuant to 47 U.S.C. § 256. This case involves billing and customer service claims brought by a business customer against Verizon. It does not implicate interconnection obligations in any way.

216. Paragraph 216 of the Complaint appears to reference and cite various intercarrier compensation decisions by the Commission. This case involves billing and customer service claims brought by a business customer against Verizon. It does not implicate intercarrier compensation issues in any way.

217. Paragraph 217 of the Complaint appears to make assertions regarding “unsound routing practices” as they relate to universal service principles. This case involves billing and customer service claims brought by a business customer against Verizon. It does not implicate routing practices or universal service principles in any way.

218. Paragraph 218 of the Complaint appears to quote an excerpt from the Commission’s *Rural Call Completion Order*. That order is not relevant here. Please see the attached Legal Analysis.

219. Paragraph 219 of the Complaint alleges that Verizon engages in “unsound routing practices” and fails to “maintain a communications network that offers reliable and resilient service” in violation of 47 U.S.C. § 202(a). But Paragraph 219 does not identify what those allegedly unsound routing practices are, how Verizon has failed to maintain its network, or how Complainant could maintain a claim under 47 U.S.C. § 202(a) for those alleged wrongs. Verizon denies the allegations contained in Paragraph 219 and denies that Plaintiff has even begun to assert a viable claim under Count VI for any violation of 47 U.S.C. § 202(a).

220. Verizon denies the allegations contained in Paragraph 220 of the Complaint and denies that it has violated 47 U.S.C. § 202(a). The Complaint does not even attempt to state how Verizon has discriminated in the services it has provided to Farmers Bank vis-à-vis those provided to any other similarly situated customer. Please see the attached Legal Analysis.

221. Verizon denies the allegations contained in Paragraph 221 of the Complaint. Neither Paragraph 221 nor any other portion of the Complaint states a viable claim for a violation of 47 U.S.C. § 202(a) and Verizon denies that it has violated that statute. Verizon likewise denies that Farmers Bank has suffered any damages as a result of anything asserted in Count VI. While Paragraph 221 asserts that Complainant suffered damages in an amount no less than \$162,515.46, the Complaint does not include a computation of damages as required by 47 C.F.R. § 1.722(h)(1) and Paragraph 221 does not specify how much (if any) of that amount allegedly is attributable to Count VI. As discussed above, Verizon denies that Complainant has suffered or is entitled to recover damages in that amount. Please see the attached Legal Analysis.

222. For the reasons set forth above and in the attached Legal Analysis, Verizon denies the allegations contained in Paragraph 222 of the Complaint, denies that the Complaint sets forth a viable claim to any violation of 47 U.S.C. § 202, and denies that Complainant is entitled to recover damages or attorneys' fees.

ANSWER TO COUNT VII – SEEKING DECLARATORY RELIEF

223. Paragraph 223 of the Complaint does not contain an allegation to which a response is required. Verizon incorporates its responses to each of the prior Paragraphs of the Complaint as if set forth herein. For a discussion of Count VII, please refer to the attached Legal Analysis at 26.

224. Verizon denies the allegations set forth in Paragraph 224 of the Complaint. As set forth above, most of the dispute that had arisen between Farmers Bank and Verizon has been resolved. The 911 location information issue for the telephone numbers that Verizon installed at Godwin Blvd., but that Complainant and/or BCS assigned to different locations in the bank's PBX system, has been resolved. Verizon likewise investigated the billing issues raised by Farmers Bank, stopping billing on and closing certain accounts and providing corresponding

credits to the appropriate accounts to resolve those issues. Verizon otherwise has provided Farmers Bank with credit for the additional costs to Farmers Bank that would not have been incurred absent the switch to the alternative arrangements at Godwin Blvd. and that are permitted under the relevant contracts, as specified above. As a result, all that remains open are certain requests for damages to which Complainant is not entitled, that the Bureau cannot award, and/or that are expressly prohibited by the governing contract (and/or tariffs or product guides). No declaratory relief is necessary.

225. Verizon admits that Farmers Bank disputed the underutilization charges referenced above and did not pay any amounts associated with those charges. As discussed in the responses to Paragraphs 147-48, above, Verizon has provided credit to Farmers Bank for the full amount of the underutilization charges (and the associated taxes and fees). As such, this issue has been resolved and no declaratory relief is necessary.

226. Please refer to the response to Paragraph 225, above.

227. Please refer to the response to Paragraph 225, above.

228. Please refer to the response to Paragraph 225, above.

ANSWER TO COUNT VIII – SEEKING AN “ACCOUNTING”

229. Paragraph 229 of the Complaint does not contain an allegation to which a response is required. Verizon incorporates its responses to each of the prior Paragraphs of the Complaint as if set forth herein. For a discussion of Count VIII, please refer to the attached Legal Analysis at 27.

230. To the extent Paragraph 230 of the Complaint refers to Godwin Blvd., Verizon has provided services to that location since June 2013. *See* Lawson Decl., ¶ 6. Verizon has provided services at other Farmers Bank locations dating back prior to April 29, 2013.

231. Verizon does not understand what “duty” is being referenced in Paragraph 231 of the Complaint. Verizon therefore cannot respond to Paragraph 231.

232. It is unclear what Paragraph 232 of the Complaint means by reference to an “accounting.” Nor does Paragraph 232 cite any authority under which Farmers Bank is entitled to or the Bureau could order such an “accounting.” Verizon denies that Farmers Bank cannot determine which amounts are associated with what services provided and charged by Verizon. Verizon has provided Farmers Bank with bills for all services it has provided and for which it charged. Since the Complaint was filed, Verizon has provided Farmers Bank with additional information regarding its accounts. *See* White Decl., ¶ 10. And, as with any of its customers, Verizon is available and willing to review any billing with Farmers Bank at any time. *Id.*

233. Verizon denies that it violated the Communications Act, denies that Farmers Bank is entitled to an “accounting,” and denies that Farmers Bank is suffering any “ongoing damage.” Please refer to the response to Paragraph 232, above, and the attached Legal Analysis.

ANSWER TO REQUEST FOR RELIEF

For the reasons set forth above and in the attached Legal Analysis, Verizon denies that Complainant has stated a viable claim against Verizon or that it is entitled to any damages. Given that the underlying location and billing issues have been resolved and that Verizon has provided credits to Farmers Bank for the amounts set forth above, all that remains are claims for damages that Complainant is not entitled to, that the Commission cannot award, and/or that are expressly prohibited by the governing contract (and/or tariffs or product guides). The Bureau therefore should dismiss or deny the Complaint with prejudice.

AFFIRMATIVE DEFENSES

First Affirmative Defense. The Complaint did not include a computation of damages as required by 47 C.F.R. § 1.722(h)(1).

Second Affirmative Defense. The Complaint does not include a certification indicating that, prior to the filing of the complaint, Complainant “mailed a certified letter outlining the allegations that form the basis of the complaint it anticipated filing with the Commission to the defendant carrier or one of the defendant’s registered agents for service of process that invited a response within a reasonable period of time.” 47 C.F.R. § 1.721(a)(8).

Third Affirmative Defense. As further explained in the attached Legal Analysis, the Bureau should dismiss or deny the Complaint for failure to state a claim upon which relief can be granted.

Fourth Affirmative Defense. As further explained in the attached Legal Analysis, the Bureau should deny or dismiss the counts set forth in the Complaint because they do not constitute violations of any statute or Commission rule.

Fifth Affirmative Defense. As further explained in the attached Legal Analysis, the Bureau should deny or dismiss the claims in the Complaint because any remaining alleged damages are prohibited by law or by contract, tariff or product guide.

Sixth Affirmative Defense. As further explained in the attached Legal Analysis, the Bureau should deny the claims in the Complaint that seek relief or damages that are not recoverable at the Commission.

Seventh Affirmative Defense. The Bureau should deny the requested declaratory relief and requested “accounting” because grant of such relief would be arbitrary and capricious and contrary to law.

Eighth Affirmative Defense. To the extent that any of Complainant’s claims for damages accrued prior to June 24, 2014 (two years prior to the date the Complaint was filed) and

were not presented to Verizon in writing within two years of accrual, such claims are barred by the applicable statute of limitations. *See* 47 U.S.C. § 415(b).

PRAAYER FOR RELIEF

WHEREFORE, Verizon requests that the Complaint be dismissed or denied with prejudice.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'D. Haga', with a stylized flourish extending from the end.

Christopher M. Miller
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Attorneys for Verizon

October 14, 2016

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554**

Farmers Bank, Windsor, Virginia,)	
)	
Complainant)	
)	
v.	)	Proceeding No. 16-211
	)	Bureau Id No. EB-16-MD-002
)	
Verizon Business Network Services Inc.)	
)	
and)	
)	
MCI Communications Services, Inc.)	
d/b/a Verizon Business Services,)	
)	
Defendants.)	
)	

VERIZON’S LEGAL ANALYSIS

Pursuant to 47 C.F.R. § 1.724(c) and the Enforcement Bureau’s notice of formal complaint dated July 1, 2016 (“July 1 Notice”), Verizon Business Network Services Inc. and MCI Communications Services, Inc. d/b/a Verizon Business Services (collectively, “Verizon”) hereby submit this Legal Analysis in connection with the Answer to the Formal Complaint (“Complaint”) filed by Farmers Bank, Windsor, Virginia (“Farmers Bank” or “Complainant”).¹ For the reasons set forth in the Answer and below, the Bureau should dismiss or deny the Complaint with prejudice.

I. INTRODUCTION AND BACKGROUND.

The Complaint seeks various damages arising from the contractual relationship under which Verizon has provided services to Farmers Bank. In particular, the Complaint alleges that

¹ This Legal Analysis will use the same abbreviations, defined terms, and naming conventions for exhibits as the Answer.

Farmers Bank experienced certain billing, 911 location information, and customer service issues stemming from the services the parties initially contemplated and/or ultimately agreed would be provided at the bank's Godwin Blvd. branch. But those underlying issues now have been resolved. What remains before the Bureau are a limited number of claims for damages that Complainant is not entitled to and/or that the Bureau cannot award.

As set forth in the Answer, Verizon contacted Farmers Bank after receiving the Complaint and successfully addressed the billing, location information, and other concerns that animated the Complaint and provided corresponding credits, which cover most of the damages claims asserted in the Complaint. Answer at 6-9; VZ Exh. 5; *see also* Appendix A (listing all claims for damages Verizon could identify from the Complaint and denoting which claims have been resolved).

Complainant also seeks punitive damages and attorneys' fees, even though the Bureau does not have the authority to award them and even though they are expressly prohibited by contract (and/or tariff or product guide). Likewise, Complainant asks for alleged "loss of business," "loss of use," reputational harm, and other indirect and consequential damages, even though the governing contract between the parties expressly prohibits such requests. And Complainant asks for damages in an amount that far exceeds the contractual damages limitation that it agreed to – which limits any available damages to the aggregate amount paid by Farmers Bank to Verizon under that contract for the six months prior to the accrual of the latest cause of action. In short, Complainant could not recover the remaining requested damages even if it stated a viable underlying statutory or rule violation – which it does not.

With respect to the underlying claims, Complainant essentially asserts claims for breach of contract, but attempts to recast them as violations of the Telecommunications Act or the

Commission's rules in order to satisfy the pleading requirements for a formal complaint under 47 U.S.C. § 208. Complainant, however, misstates or misunderstands what the Act and Commission regulations require or prohibit.

For example, because Farmers Bank does business in what it considers to be a rural area, it asserts that issues it has with Verizon's service constitute violations of the Commission's rural call completion orders. *See* Complaint, Count I at ¶¶ 158-69. Similarly, the Complaint alleges that Verizon's conduct somehow implicates the Commission's interconnection rules and intercarrier compensation regime, even though this is an action brought by a customer against its provider and does not involve any interaction between carriers. *See* Complaint, Count VI at ¶¶ 215-16. And the Complaint alleges that Verizon "discriminated" against Farmers Bank in violation of 47 U.S.C. § 202(a) without identifying what charges or services purportedly were provided to the bank under different terms or conditions than those provided to other customers (much less what terms and conditions any other customer received). *See, e.g.*, Complaint, Count VI at ¶¶ 213-14.

With respect to these and the other counts of the Complaint, Farmers Bank has failed to sustain its burden to establish a violation of the Act or Commission rule.

II. THE BUREAU SHOULD DISMISS OR DENY THE COMPLAINT ON PROCEDURAL GROUNDS.

As an initial matter, the Bureau should dismiss or deny the Complaint in full or in part on one or all of three procedural grounds.

First, the Complaint does not include a statement establishing that, before filing, "the complainant mailed a certified letter outlining the allegations that form the basis of the complaint it anticipated filing with the Commission to the defendant carrier that invited a response within a reasonable period of time" as required by 47 C.F.R. § 1.721(a)(8). While Paragraph 152

of the Complaint asserts that Farmers Bank “attempted to discuss potential resolution of these disputes and invited a response from Verizon ...,” Complainant’s Information Designation (Compl. Exh. 144 at 25) suggests that Complainant’s “good faith effort” to do so was an October 27, 2015 email to Verizon that forwarded the “four complaints Farmers Bank filed with the State Corporation Commission of Virginia” and “encourage[d] [Verizon] to fully investigate this matter.” Compl. Exh. 138. That communication did not reference any potential formal complaint to be filed with the Commission. And although Farmers Bank raised at least some of the issues set forth in the Complaint in what it filed with the Virginia State Corporation Commission in October 2015 and with Verizon prior to that time, Verizon is not aware of Farmers Bank raising these issues or seeking to discuss them with Verizon between November 2015 and the filing of the Complaint in this proceeding on June 24, 2016.

Second, the Complaint does not include a computation of damages as required by 47 C.F.R. § 1.722(h)(1). The Complaint asserts that Farmers Bank suffered no less than \$162,515.46 in compensatory damages (*see, e.g.*, Complaint ¶ 166), but does not identify what that figure is comprised of or how it was reached. While the Complaint from time to time does reference some individual damages claims that presumably have been included in the claimed \$162,515.46, the referenced individual amounts appear together to total less than \$162,515.46. *See* Appendix A.

Third, to the extent that any of Complainant’s claims for damages accrued prior to June 24, 2014 (two years prior to the date the Complaint was filed) and were not presented to Verizon in writing within two years of accrual, such claims are barred by the applicable statute of

limitations. *See* 47 U.S.C. § 415(b).² For example, while unclear from the Complaint, it appears Complainant may be seeking to recover the amounts it paid for certain additional equipment and vendor services that it used at Godwin Blvd. (*see* Complaint ¶ 32) and amounts paid for service provided at its Windsor, Virginia branch from June 2013 forward (*id.* at ¶¶ 21, 135) as “damages” allegedly resulting from the switch to alternative arrangements at Godwin Blvd. in June 2013. However, both of those claims accrued almost three years to the day before Farmers Bank filed its Complaint, and Complainant did not submit those claims in writing to Verizon within the two-year statute of limitations period. As such, they are time barred. *See* 47 U.S.C. § 415(b).

III. THE BUREAU SHOULD DISMISS THE COMPLAINT BECAUSE ALL THAT REMAINS UNRESOLVED ARE CLAIMS FOR DAMAGES THAT COMPLAINANT IS NOT ENTITLED TO RECOVER AND THAT THE BUREAU CANNOT AWARD.

Even if the Complaint properly was before the Bureau, Farmers Bank cannot recover the remaining damages it seeks. As noted above, the Complaint did not include a computation of damages identifying all of the amounts sought by Complainant. Verizon attempted to identify all such damages claims in the attached Appendix A, which denotes those damages claims that have been paid and resolved and those that remain pending. As set forth below, all of those remaining damages claims are precluded by law, fact, or both.

A. Complainant Is Not Entitled to Any Additional Compensatory Damages Stemming from the Switch to Alternative Arrangements at Godwin Blvd.

As detailed in Appendix A, Verizon has provided credit to Farmers Bank for all identifiable claims for compensatory damages arising from the switch to alternative service

² To the extent Complainant is asserting any such claim for “overcharges,” that also would be time barred. 47 U.S.C. § 415(c).

arrangements at Godwin Blvd. save perhaps two categories of damages – neither of which is recoverable.

1. Farmers Bank Cannot Recover Amounts for the April 2013 “Purchase Agreement” with BCS for Mitel Equipment and Other Items.

Paragraph 32 of the Complaint refers to what appears to be a “Purchase Agreement” (Compl. Exh. 12) between Farmers Bank and its third party vendor (BCS) for equipment (including “Mitel Mx 3300 Controllers”), software, training, and other services that Complainant appears to assert were intended for use at Godwin Blvd. The Complaint does not specifically state whether Farmers Bank seeks recovery of some or all of the amounts associated with that Purchase Agreement (and does not contain a computation of damages listing any amounts for this Purchase Agreement). On that basis alone, the Complaint fails to state or adequately support a claim to any such amounts. *See* 47 C.F.R. 1.722(a) (“If a complainant wishes to recover damages, the complaint must contain a clear and unequivocal request for damages.”).

While the Complaint offers no explanation, Verizon understands that any claim associated with the Purchase Agreement would be that: (i) Farmers Bank entered into that agreement in anticipation of using the associated equipment and services in connection with the originally contemplated ISDN PRI service for Godwin Blvd.; and (ii) because the parties switched to alternative arrangements at Godwin Blvd., Farmers Bank wants Verizon to pay for some or all of what the bank paid to BCS under the Purchase Agreement. Damages are not recoverable under this theory for at least three reasons.

First, Farmers Bank suffered no loss. Although service was not set up at Godwin Blvd. as originally contemplated, Farmers Bank nevertheless still was able to use what it ordered under the Purchase Agreement – including the Mitel equipment – at Godwin Blvd. and continues to do

so today. *See* Answer at ¶ 32; Declaration of Daniel P. Lawson (“Lawson Decl.”), ¶¶ 6, 9. By using the equipment and services after the switch to alternative arrangements at Godwin Blvd., Complainant either did not suffer a loss or thereby mitigated any “loss” that potentially could have occurred. Either way, Complainant cannot seek to recover from Verizon for equipment and services that it actually used and still is using.

Second, as noted above, any claim to losses associated with an April 2013 Purchase Agreement resulting from the June 2013 switch to alternative arrangements at Godwin Blvd. is time barred. 47 U.S.C. § 415(b) provides that “[a]ll complaints against carriers for the recovery of damages not based on overcharges shall be filed with the Commission within two years from the time the cause of action accrues, and not after” Given that the Purchase Agreement was dated April 2013 and the switch to alternative arrangements occurred in June 2013, any associated damages claim had to be asserted by June 2015 at the latest. Complainant did not do so. Indeed, it is unclear whether the June 24, 2016 Complaint even asserts a claim for damages associated with the Purchase Agreement. But if it does, any such claim is time barred.

Third, any amount sought for these expenses would be subject to the applicable contractual limitations on damages arising out of the Godwin Blvd. contract, which limits Verizon’s liability to the aggregate amount paid by Farmers Bank to Verizon for the six months prior to the accrual of the latest cause of action. *See* VZ Exh. 3, § 11.2. It appears that the amounts contemplated by the Purchase Agreement would exceed the amount Farmers Bank paid to Verizon in the six months prior to when the latest cause of action allegedly accrued. *See* Section III. D, *infra*.

2. Farmers Bank Is Not Entitled to Recover the Amounts It Paid Under a Separate Agreement for Monthly Services at Its Windsor Branch.

Paragraph 135 of the Complaint refers to how much Farmers Bank paid and “continues to pay” for monthly service from Verizon at its Windsor branch since the switch to alternative arrangements at Godwin Blvd. *See also* Complaint, ¶ 21. The Complaint does not specifically state that Farmers Bank is seeking to recover those amounts as a result of what occurred at Godwin Blvd. (and does not contain a computation of damages listing any amounts associated with monthly service at Windsor). Accordingly, Farmers Bank has failed to state or adequately support a claim to any such amounts. 47 C.F.R. 1.722(a) (“If a complainant wishes to recover damages, the complaint must contain a clear and unequivocal request for damages.”).

But, even if the Complaint had stated that Farmers Bank was seeking to recover what it paid in monthly service at Windsor following the alternative arrangements at Godwin Blvd. in June 2013 (and specified that amount), any such recovery would be prohibited. Not only is any claim time-barred, but Farmers Bank voluntarily agreed to pay for monthly service at Windsor independent from anything that took place with respect to service at Godwin Blvd.

After the arrangements for the originally contemplated service at Godwin Blvd. were made in April 2013, Farmers Bank entered into a contract with Verizon on June 13, 2013 for monthly ISDN PRI service at its Windsor branch. *See* VZ Exh. 2. That contract was separate from the arrangements for service at the Godwin Blvd. branch. And Farmers Bank never intended for the service being provided at Godwin Blvd. (whether under the originally contemplated ISDN PRI or through the subsequent alternate arrangements in June 2013) to eliminate the need for monthly service at its Windsor branch.

Farmers Bank agreed to the contract for ISDN PRI service at Windsor *after* it had made arrangements to set up the initially contemplated service at Godwin Blvd. and *before* any

alternative arrangements had to be made for Godwin Blvd. *See* VZ Exhs. 1-3. Given that sequencing, two things are clear. One, because Farmers Bank entered into the three-year Windsor contract after it made the initial arrangements for Godwin Blvd., the bank intended to continue to receive monthly service at Windsor even if everything had gone as originally contemplated for Godwin Blvd. Two, Farmers Bank did not incur charges for monthly services at Windsor because plans changed at Godwin Blvd.; it agreed to receive and pay for monthly service at Windsor on June 13, 2013 – before anything changed at Godwin Blvd. in late June 2013. In other words, Farmers Bank would have continued to receive service at Windsor and pay for those services under the June 2013 contract, regardless of anything that occurred with respect to Godwin Blvd. Accordingly, there is no basis for Farmers Bank to now claim that it should be able to recover for monthly service at Windsor when it always was going to receive monthly service at that location.

Moreover, even if Farmers Bank otherwise would be entitled to recover the amounts it paid for monthly service under the Windsor contract, any such claim is time barred. As noted above, any claim for damages that accrued prior to June 24, 2014 (two years prior to the date the Complaint was filed) and was not presented in writing to Verizon within two years of accrual is barred by 47 U.S.C. § 415(b).³ Here, any claim for amounts paid for monthly service at Windsor allegedly resulting from the switch to alternative arrangements at Godwin Blvd. would have accrued when that switch occurred in late June 2013. That was just under three years before the Complaint was filed, and Farmers Bank did not submit those claims in writing to Verizon within the two-year statute of limitations period. Indeed, it is not clear from the Complaint whether

³ To the extent Complainant is asserting any claim in this regard, Verizon believes it to be a claim for damages, rather than “overcharges.” But any claim for overcharges would be time barred, as well, pursuant to 47 U.S.C. § 415(c).

Farmers Bank asserts a claim for these amounts even now. As such, they are barred by the statute of limitations.⁴

Finally, to the extent Complainant seeks recovery for amounts paid for service at Windsor that exceeds the aggregate amount paid by Farmers Bank under the VoIP contract for Godwin Blvd. for the six months prior to the accrual of the latest cause of action, that claim is prohibited by contract. *See* VZ Exh. 3, § 11.2; Section III. D, *infra*.

B. Complainant Cannot Recover for “Loss of Revenue,” “Reputational Damage,” or Any Other Indirect or Consequential Damages.

Farmers Bank asks the Bureau to award it indirect and consequential damages for losses allegedly stemming from having phone service for a VoIP account temporarily interrupted for nonpayment and for the time that its employees allegedly have spent “on Verizon issues.” *See* Complaint ¶¶ 118, 123, 137-44. The Bureau cannot award such damages, which expressly are prohibited by the parties’ contract.

1. Farmers Bank Cannot Recover Unsubstantiated Damages Allegedly Resulting from a Temporary Phone Outage That Are Precluded by the Parties’ Agreement.

While not entirely clear from the Complaint, Farmers Bank apparently seeks \$35,000 for loss of business, reputational damage, and other indirect or consequential damages it allegedly incurred when phone service for a VoIP account temporarily was interrupted for nonpayment from July 6-9, 2015. *See* Complaint, ¶¶ 118, 123. Farmers Bank cannot recover that amount.

⁴ To the extent that Complainant seeks any claim under the June 2013 contract for services at Windsor (and it does not appear to), any such claim would be contractually time-barred, as well. The Windsor contract incorporates and is subject to the Verizon South Product Guide, which requires any claim to be brought in writing within 60 days – which Complainant did not do. *See* Verizon South Product Guide § 2.5.5 (stating that Verizon “shall not be liable for damages or statutory penalties in any case where a claim is not rendered in writing within sixty days after the alleged delinquency occurs”).

Farmers Bank does not argue that it timely paid the bills associated with the account that was interrupted for nonpayment. Instead, the bank suggests it did not receive those bills for three-plus months and otherwise did not receive any advance notice that service on the account was going to be interrupted for nonpayment. *See id.* at ¶¶ 107, 115-17. Verizon’s records indicate otherwise, reflecting that the prior months’ bills showing the outstanding balances were sent to the correct address (the same address at which the bank admits receiving bills from July 2015), that Verizon placed automated calls to the bank and left multiple messages providing notice of the outstanding balance, and that Verizon sent letters to the correct (Godwin Blvd.) address in May 2015 notifying the bank of the overdue balance and again in June 2015 stating that the account “is scheduled to be suspended for non-payment.” *See Answer*, ¶ 107; VZ Exhs. 10-11.

But, regardless of why Farmers Bank did not pay the outstanding amounts on the relevant account before service temporarily was interrupted, the Complaint does not attempt to substantiate the associated \$35,000 damage claim, much less demonstrate that Farmers Bank actually suffered losses in that amount. Instead, that figure appears simply to represent a round number. Such damages are not recoverable in any event, as the governing contract for the VoIP account that experienced the temporary service outage expressly precludes the recovery sought here.

That contract prohibits any claim for “indirect, consequential, exemplary, special, incidental or punitive damages, or for loss of use or lost business, revenue, profits, savings, or goodwill” VZ Exh. 3, § 11.1. That provision covers – and bars – all of the damages Complainant has raised with respect to the July 6-9, 2015 outage.

2. Farmers Bank Cannot Recover Damages for Employee Time Allegedly Spent on “Verizon Issues.”

Complainant seeks an award for time its employees allegedly spent “dealing with Verizon” or “on Verizon issues.” Complaint, ¶¶ 137-44. In essence, the bank is making a “loss of use” claim, arguing that – when its employees were attending to “Verizon issues” – it lost the use of those employees. *Id.* at ¶¶ 138-44 (referring to “time-to-value-loss” of employees) and ¶ 137 (alleging that employee efforts were diverted from serving bank customers to dealing with Verizon). But the Bureau cannot award such damages.

The Complaint does not specify how much of the claimed employee time was spent in connection with the complaints filed with the Virginia State Corporation Commission or the Complaint in this proceeding, but any such time should be considered cost of litigation that cannot be awarded by the Bureau and is precluded by the governing contract (and/or tariffs or product guides). *See* Section III. C., *infra*. Nor does the Complaint specify how much of the “lost” employee time was expended as a result of an alleged violation by Verizon – or which alleged violation – as opposed to time spent in the normal course of contracting, reviewing bills, or other contact with its provider. A customer cannot recover from a provider simply for time spent on such normal course activities. Indeed, the Complaint does not identify any statute or Commission rule under which the Bureau could award damages for loss of use of employee time. But, even if Complainant otherwise had stated a viable claim for such amounts, they are expressly prohibited by the parties’ contract.

As noted above, Farmers Bank is asserting a claim for “loss of use” of its employees, or perhaps some other form of indirect, consequential, or incidental damages. But the parties entered a contract specifically prohibiting that type of claim. That contract states that “No party ... is liable to any other for any indirect, consequential, exemplary, special, incidental or punitive

damages, or for *loss of use* or lost business, revenue, profits, savings, or goodwill” VZ Exh. 3, § 11.1 (emphasis added). As such, Complainant cannot recover damages for its alleged lost employee time.

C. Complainant Cannot Recover Punitive Damages or Attorneys’ Fees.

Complainant requests that the Bureau award it “reasonable attorneys’ fees” and punitive damages. *See* Complaint at 43 (Request for Relief (ii) and (v)). But neither the Bureau nor the Commission has the authority to award attorneys’ fees or punitive damages in a formal complaint proceeding. The parties’ contract also precludes liability for punitive damages and attorneys’ fees. And the facts do not justify a punitive damages award.

The Commission (or Bureau) cannot award attorneys’ fees or costs in a Section 208 formal complaint proceeding (or in any other proceeding) absent express statutory authority. *Turner v. FCC*, 514 F.2d 1354, 1356 (D.C. Cir. 1975) (affirming the Commission’s decision not to grant attorney’s fees without “clear statutory power” to do so). And there is no such express statutory authority permitting attorneys’ fees in this type of proceeding.

Complainant cites to 47 U.S.C. § 206, claiming that statute permits the award of attorneys’ fees here. *See* Complaint ¶ 167. Although Section 206 contemplates the availability of attorneys’ fees in certain circumstances – it does so only in the context of court litigation. 47 U.S.C. § 206 (“... such common carrier shall be liable to the person or persons injured thereby for the full amount of damages ..., together with a reasonable counsel or attorney’s fee, to be *fixed by the court* in every case of recovery, which attorney's fee shall be taxed and collected as part of the costs in the case.”) (emphasis added). The courts have confirmed this view, holding that this statutory language means that, while a complainant might be able to recover attorneys’ fees in a case before a court, it cannot do so in a proceeding before the Commission. *See AT&T Co. v. United Artists Payphone Corp.*, 852 F. Supp. 221, 224 (S.D.N.Y. 1994) (holding that the

Commission has no authority to grant attorney's fees under 47 U.S.C. § 206), *aff'd*, 39 F.3d 411 (2d Cir. N.Y. 1994); *Turner*, 514 F.2d at 1356 (noting that Section 206 "provide[s] for the award of attorney's fees in court litigation").

Accordingly, the Commission and the Bureau consistently have determined that attorneys' fees are not available to complainants in formal complaint proceedings before the Commission or its bureaus. *Station Holdings, Inc. v. Mills Fleet Farm, Inc.*, Order, 18 FCC Rcd 12787, ¶ 13 (1997) (in a formal complaint proceeding, neither the Communications Act nor the Commission's rules authorizes attorney's fees); *Implementation of the Telecommunications Act of 1996: Amendment of Rules Governing Procedures to Be Followed When Formal Complaints are Filed Against Common Carriers*, Report and Order, 12 FCC Rcd 22497, ¶ 130 (1997) (the Commission has no authority to award costs, including attorney's fees, in the context of a formal complaint proceeding). Indeed, the FAQ section of the Commission's website regarding consumer complaints specifically states that, in formal complaint proceedings, "No attorneys fees may be awarded." Available at https://consumercomplaints.fcc.gov/hc/en-us/articles/205082880-Filing-a-Complaint-Questions-and-Answers#question_15.

Similarly, the Bureau lacks the authority to award punitive damages in a formal complaint proceeding. There is no specific statute or Commission rule that provides the Commission (or its bureaus) with the ability to grant such an award. Accordingly, the Common Carrier Bureau previously recognized in a complaint proceeding that "[w]e lack authority ... under the congressional mandate accorded by our governing statute to award the punitive damages and legal expenses sought by [complainant]." *Just Aaron v. GTE California, Inc.*, Memorandum Opinion and Order, 10 FCC Rcd 11519, ¶ 9 (Comm. Car. Bur. 1995). *See also*

Nat'l Communs. Ass'n v. AT&T, 1998 U.S. Dist. LEXIS 3198, *110-11 (S.D.N.Y. 1998)

(holding that punitive damages are not recoverable under 47 U.S.C. § 206).⁵

Even if the Bureau had the authority to award punitive damages or attorneys' fees, the governing contract between the parties expressly precludes the award of either. That contract states that “[n]o party to this Agreement is liable to any other for ... punitive damages ...” (VZ Exh. 3, § 11.1) and limits total liability for any party to the “direct damages proven by the claiming part(ies)” or aggregate amounts paid by Farmers Bank to Verizon in the six months prior to accrual of the latest cause of action. *Id.*, § 11.2. There is no allowance in the contract for anything other than direct compensatory damages.⁶

Finally, even if the Bureau had the authority to award punitive damages (it does not) and even if punitive damages were permitted by the parties' contract (they are not), the facts of this case do not justify such an award. While Complainant raises certain issues stemming from the way its accounts were configured – impacting billing and location information in a handful of

⁵ While the Commission from time to time has discussed the rationale for awarding punitive damages or declined to rule one way or the other on whether it has the authority to do so, Verizon is not aware of a single instance in which the Commission has awarded punitive damages in a formal complaint case.

⁶ To the extent Complainant seeks any damages under the contracts for the original ISDN PRI service at Godwin Blvd. or the ISDN PRI service at Windsor (and it does not appear Complainant does), those agreements incorporate product guides that also preclude liability for anything other than what Farmers Bank was charged under those agreements – whether that be for punitive damages, attorneys' fees, or any other form of damages. *See* Verizon South Inc. Product Guide (available at http://tariffs.verizon.com/Tariffs.aspx?optState=VA&entity=VI&type=T*&typename=IT&TIMS_STATUS=E), § 2.5.1 (stating that Verizon's liability for any mistakes, omissions, interruptions, delays, errors or defects in any of the services or facilities it provides “shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error or defect or failure in facilities occurs.”); Verizon Virginia Inc. Product Guide (available at http://tariffs.verizon.com/Tariffs.aspx?optState=VA&entity=VI&type=T*&typename=IT&TIMS_STATUS=E), Section 1, Original Sheet 33 (limiting liability to “in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period ...”).

instances – those were not reflective of any malicious, wanton or reckless motive or intent that could justify a punitive damages award. While some issues took some time to resolve, even Complainant’s exhibits reflect a steady stream of communication between the parties and multiple Verizon attempts to address the issues raised by the bank. *See, e.g.*, Answer at ¶¶ 79-81 (citing Compl. Exhs. 71-77). And all of the issues underlying the Complaint are resolved now, save for the remaining damages claims addressed here. *See* Lawson Decl., ¶¶ 8-10 (noting that location information issue is resolved); Declaration of Cara E. White (“White Decl.”), ¶¶ 3-9 (describing resolution of billing issues). Accordingly, the facts would not support a claim for punitive damages even if such damages were available here.

D. Complainant Cannot Recover Any Amounts in Excess of the Contractual Limitation on Liability.

As discussed above, Complainant cannot recover what remains of its claims to no less than \$162,515.46 in compensatory damages plus attorneys’ fees and punitive damages. But, even if Complainant otherwise were entitled to recover those damages, Farmers Bank agreed in its June 2013 contract for services at Godwin Blvd. that Verizon’s liability would be limited to what the bank had paid to Verizon for the six months’ preceding the accrual of its last cause of action – an amount that appears to be significantly less than what the Complaint asks for stemming from that agreement.

Specifically, the contract provides that “the total liability of either [Farmers Bank] or Verizon in connection with this Agreement and the Services is limited to the lesser of (i) direct damages proven by the claiming part(ies) or (ii) the aggregate amounts paid by [Farmers Bank] to Verizon under this Agreement for the six months prior to accrual of the latest cause of action” VZ Exh. 3, § 11.2. While the Complaint does not contain a computation of damages and it is not clear what the latest asserted cause of action is, Verizon believes that latest purported

cause of action to be a claim associated with the “underutilization charge” referenced in Paragraphs 146-49 and Count VII of the Complaint. Verizon issued an invoice for that charge on October 10, 2015. In the six months prior to October 10, 2015, it appears that Farmers Bank paid Verizon approximately \$16,114 under the contract referenced above. Accordingly, the contract prohibits any liability in excess of that amount. *See* VZ Exh. 3, § 11.2.⁷ As set forth in Appendix A, Verizon already has provided more than that in credits to Farmers Bank in connection with this Complaint.

IV. THE BUREAU SHOULD DISMISS THE COMPLAINT FOR FAILURE TO ESTABLISH A VIOLATION OF ANY STATUTE OR COMMISSION RULE.

Even if the Complaint was properly before the Bureau and even if the remaining damages claims were not prohibited, Farmers Bank has not satisfied its burden of proof to establish a violation of the Act or the Commission’s rules. *See America’s Choice Communications, Inc. v. LCI Int’l Telecom Corp.*, Memorandum Opinion and Order, 11 FCC Rcd 22494, ¶ 8(Com. Car. Bur. 1996) (“*America’s Choice*”) (complainant “has the burden of proof in establishing a violation of the Act in a formal complaint pursuant to Section 208 of the Act”). To the contrary, Verizon’s practices and conduct are entirely consistent with the Act and the Commission’s regulations.

A. Complainant’s Alleged “Service” Issues with Verizon Do Not Constitute Violations of the Commission’s Rural Call Completion Rulings or Section 201(b) (Count I).

In Count I of the Complaint, Complainant alleges that Verizon has violated the Commission’s rural call completion orders, which Complainant says amounts to an unjust or

⁷ To the extent Complainant seeks any damages under the contracts for the original ISDN PRI service at Godwin Blvd. or the ISDN PRI service at Windsor (and it does not appear Complainant does), those agreements incorporate product guides that also preclude liability for anything other than what Farmers Bank was charged under those agreements. *See* FN 6, *supra*.

unreasonable practice in violation of 47 U.S.C. § 201(b). *See* Complaint, ¶¶ 160-65.

Complainant is wrong.

Complainant has failed to set forth its claim for a violation of Section 201(b) with sufficient particularity in Count I. But it appears that Complainant believes that it operates in a rural area and, therefore, any issue it has with the services Verizon provides to it must constitute a violation of the Commission's rural call completion orders. *See* Complaint, ¶¶ 160-65. That, of course, is not what the Commission's rural call completion rulings contemplate.

In the *Rural Call Completion Declaratory Ruling* cited by Complainant (*In re WCB Issues Declaratory Ruling on Rural Call Completion Issues*, Declaratory Ruling, 27 FCC Rcd 1351 (WCB 2012) (“*Rural Call Completion Declaratory Ruling*”), the Wireline Competition Bureau issued a declaratory ruling to clarify the scope of the Commission's prohibition on blocking, choking, reducing or restricting telephone traffic to address problems consumers were reporting when attempting to place calls to rural areas through their long distance providers. *Id.* ¶¶ 1, 5. That ruling is not implicated by the allegations Complainant makes here.

The Complaint does not allege that Verizon has attempted to block, choke, reduce or restrict telephone traffic to rural areas. Nor does it assert that consumers trying to make long distance calls to Farmers Bank experienced any issues. The only issue the Complaint raises with respect to calls reaching Farmers Bank was when service to one of its accounts temporarily was interrupted due to nonpayment on the account. *See* Complaint ¶¶ 101-17. But that is not a rural call completion issue. Nor is Complainant's (erroneous) claim in Count I that Verizon billed and collected charges for “unauthorized or unutilized services.” *Id.* ¶ 164.

The Complaint alleges that Farmers Bank informed Verizon of its “degraded services in these rural areas,” presumably meaning the areas in which Farmers Bank operates branches. *See*

Complaint ¶ 163. But the service issues the bank raised with Verizon were not for “degraded services” within the meaning of the *Rural Call Completion Declaratory Ruling* cited by Complainant. The “degraded services” at issue in that ruling included “unreasonable delay to connect a call, as manifested by prolonged silence (“dead air”) and/or prolonged ringing in advance of the called phone being alerted.” *Rural Call Completion Declaratory Ruling*, ¶ 12 n.35. Complainant does not assert that any such issues occurred here.

Rather, what Complainant appears to be alleging is that Verizon did not provide the services that originally were contemplated at Godwin Blvd. and/or that the parties subsequently experienced issues in implementing alternative service arrangements at that location. But those are, at best, allegations for breach of contract. They do not constitute violations of the *Rural Call Completion Declaratory Ruling* or 47 U.S.C. § 201(b).

As such, Complainant has failed to carry its burden to show a violation of the Act or Commission rules for Count I.

B. Advising Callers That A Temporarily Out-Of-Service Number Is Out of Service Does Not Constitute A Violation of the Commission’s Rural Call Completion Rulings or Section 201(b) (Count II).

Count II of the Complaint alleges that Verizon violated the *Rural Call Completion Declaratory Ruling* and 47 U.S.C. § 201(b) by playing an automated message informing callers that a telephone number was out of service when service for that number temporarily had been interrupted for nonpayment. *See* Complaint, ¶¶ 173-76. Complainant is incorrect.

Complainant selectively cites to the *Rural Call Completion Declaratory Ruling* for the proposition that “inform[ing] a caller that a number is not reachable or is out of service when the number is, in fact, reachable and in service ... is deceptive and misleading ... and therefore unjust and unreasonable under Section 201(b).” Complaint, ¶ 173 (quoting *Rural Call*

Completion Declaratory Ruling, ¶ 13). Complainant then says that Verizon’s pre-recorded message to callers informing them that the number they dialed was no longer in service or disconnected at this time when trying to reach a number on Farmers Bank’s VoIP account between July 6-9, 2015 was deceptive and misleading in violation of Section 201(b). Complaint, ¶ 174. But Complainant is mistaken as to both the law and the facts.

The quote Complainant excerpts from the *Rural Call Completion Declaratory Ruling* was targeted at carrier routing practices that were designed to block or restrict long distance calls to rural areas. In those circumstances, the Wireline Competition Bureau understood that, “when a call fails to terminate in a rural exchange, the caller may hear an intercept message indicating that the call cannot be completed because the number is out of service or not reachable -- when in fact the number is in service and is reachable.” *Rural Call Completion Declaratory Ruling*, ¶ 13. But that is not the situation presented here.

In this case, Complainant is not asserting that Verizon engaged in any improper routing practices or that there is any issue with respect to restricting long distance calls to any rural area. Indeed, Complainant does not assert that Verizon engaged in any “practice” at all. To the contrary, Complainant merely asserts that Verizon interrupted service on one account (and advised callers of that) as a one-time, four-day event, due to nonpayment on the account. That is not a rural call completion issue and does not implicate the *Rural Call Completion Declaratory Ruling* or 47 U.S.C. § 201(b).

Moreover, there was nothing deceptive or misleading about the automated message that callers received when trying to reach a number on the bank’s VoIP account between July 6-9, 2015. That message advised callers that the number reached was no longer in service or had been disconnected at that time. *See* Complaint ¶ 174. And that information was correct. The

number was not in service at that time because service had been suspended due to nonpayment on the account. *See Answer*, ¶¶ 100-117, 174.

Thus, Verizon did not engage in any deceptive or misleading practice and Complainant has failed to establish any violation of the *Rural Call Completion Declaratory Ruling* or 47 U.S.C. § 201(b) in Count II of the Complaint.

C. Complainant Has Not Established Any Violation of 47 U.S.C. § 201(b) Relating to “911 Issues” (Count III).

Count III of the Complaint appears to assert that Verizon violated 47 U.S.C. § 201(b) in connection with alleged “911 issues” (Complaint ¶ 33), but fails to support that claim legally or factually. It is unclear exactly what “911 issues” are alleged to have occurred or how they violated the Act or Commission rules.

Paragraph 184 of the Complaint appears to reference the location information issue that was associated with certain Farmers Bank numbers. As discussed in the Answer, Verizon is aware that location information displayed incorrectly for certain Farmers Bank telephone numbers for certain periods. *See Answer*, ¶¶ 76, 184. But that issue no longer “remain[s] uncorrected.” Complaint, ¶ 184.

Working with Farmers Bank, Verizon coordinated onsite testing with the bank’s vendor, BCS, and a third party equipment vendor in August 2016. *See Answer*, ¶ 76; Lawson Decl., ¶¶ 8-10. That testing identified and successfully addressed the location information issue for the three telephone numbers. *Id.* Verizon installed those three numbers for service at Godwin Blvd., but Complainant and/or BCS assigned them to different locations in the bank’s PBX system. *Id.* The parties implemented a fix and, as of August 12, 2016, location information for the relevant Farmers Bank telephone numbers displayed correctly in testing. *Id.* At that point, the issue was resolved. While Paragraph 184 of the Complaint refers to “[p]hantom phone calls” and other

“911 issues,” the Complaint does not identify or substantiate those “issues.” Verizon is unaware of any other existing concerns regarding 911 information. *See* Answer, ¶¶ 76, 184; Lawson Decl., ¶ 10.

Even if the 911 issues had not been resolved, Complainant has not sustained its burden of establishing a violation of the Act or Commission rules associated with those issues. It is unclear exactly what statute or regulation Verizon is alleged to have violated in this regard, as Count III of the Complaint indiscriminately cites to various Commission orders and regulations that appear to have little to no connection with each other or the allegations in this Complaint.

For example, Paragraph 181 of the Complaint appears to quote an excerpt from a 2015 Enforcement Bureau order adopting a consent decree with Verizon regarding potentially substandard delivery of long distance calls to certain rural areas over an eight month period. *In the Matter of Verizon*, Adopting Order, 30 FCC Rcd 245 (E.B. 2015). But it has no relevance here, as the Complaint does not raise any allegations related to potentially substandard delivery of long distance calls or “[r]ural call completion problems” within the meaning of that order or consent decree. *Id.* Similarly, Paragraph 182 of the Complaint quotes from and cites to a portion of a 2009 Commission order adopting rules for the Truth in Caller ID Act that addressed spoofing of caller identification information to emergency services providers. *See In the Matter of Rules & Regulations Implementing the Truth in Caller ID Act of 2009*, Report and Order, 26 FCC Rcd 9114 (2011). But there is no issue in this case regarding spoofing of caller ID information. Likewise, it is unclear what relevance the Commission’s regulations regarding operator services have to Complainant’s allegations. *See* Complaint, ¶ 183 (citing 47 C.F.R. § 64.708).

To the extent Complainant asserts that Verizon engaged in an unjust and unreasonable practice with respect to the location information issue in violation of 47 U.S.C. § 201(b), Complainant has failed to establish that violation. *See* Answer, ¶¶ 76, 184. Moreover, even Complainant's exhibits show repeated communications from Verizon regarding – and attempts by Verizon to address – the issue. *See, e.g.*, Answer, ¶¶ 79-81; Compl. Exhs. 73-77 (reflecting multiple communications from Verizon responding to Farmers Bank requests and providing status updates). And the issue now has been resolved. *See* Answer, ¶¶ 76, 184; Lawson Decl., ¶¶ 9-10. Accordingly, there is no actionable claim for a violation of Section 201(b) under Count III.⁸

D. Verizon Did Not Block Services to Farmers Bank without Warning or Notification and Did Not Violate Section 201(b) (Count IV).

Count IV of the Complaint alleges that the temporary interruption in service for Complainant's VoIP account occurred without prior notification to Farmers Bank and constituted an unjust and unreasonable practice in violation of 47 U.S.C. § 201(b). Complaint, ¶ 194. That is incorrect.

Service to Farmers Bank's VoIP account temporarily was interrupted (from July 6-9, 2015) due to nonpayment on the account. *See* Answer, ¶¶ 107, 114. But Verizon provided notice to Farmers Bank beforehand by (i) sending the associated prior months' bills to the correct address (the same address where Complainant acknowledges it received the July 1, 2015 invoices), (ii) placing automated calls to the telephone number of record on the account and leaving messages with the bank, and (iii) sending letters to the correct (Godwin Blvd.) address in May 2015 notifying the bank of the overdue balance and again in June 2015 stating that the

⁸ Nor does Count III attempt to identify how any of the claimed monetary damages were suffered as a result of any statutory or rules violation associated with the 911 location information issue. *See* Complaint, ¶ 186.

account “is scheduled to be suspended for non-payment.” *Id.*; VZ Exhs. 10-11. Temporarily suspending service for nonpayment – with prior notice to the customer – cannot constitute an unjust and unreasonable practice in violation of Section 201(b).

E. Complainant Has Failed to Establish Any Violation of the Truth In Billing Rules (Count V).

In Count V of the Complaint, Complainant asserts that Verizon’s invoices violate the Commission’s truth-in-billing regulations (47 C.F.R. § 64.2401). *See* Complaint ¶¶ 199-211. But Complainant fails to meet its burden of establishing any such violation.

The truth-in-billing rules are designed to ensure that consumers can understand their telecommunications bills. They require that bills be clear and organized and contain a brief, clear, non-misleading, plain language description of the services rendered. 47 C.F.R. § 64.2401. Farmers Bank does not attempt to identify what about Verizon’s bills fails to meet these requirements.

Complainant appears to allege that Verizon’s bills do not accurately disclose changes in service and usage (Complaint, ¶ 205), but does not identify which bills, what change in service or usage on those bills was inaccurately disclosed, or how it was inaccurate. Similarly, Complainant alleges that Verizon’s bills contain insufficient descriptions and inconsistent explanations (*Id.* at ¶ 206), but fails to cite to any specific bill or what particular descriptions or explanations were insufficient or inconsistent. Likewise, Complainant asserts that Verizon issues invoices of deceptive or misleading information (*Id.* at ¶ 207), but fails to point to a single such invoice or explain what information on it was deceptive or misleading.

In short, Count V makes conclusive assertions about Verizon’s billing, without providing any specific support for those assertions. As such, Complainant has not satisfied its burden of

proof to establish a violation of the Act or the Commission's rules for Count V. *See America's Choice*, ¶¶ 8-9.

F. Verizon Has Not Discriminated in Providing Telephone Services to Farmers Bank in Violation of 47 U.S.C. § 202(a) (Count VI).

Count VI of the Complaint claims that Verizon discriminated against Farmers Bank in the provision of telephone services in violation of 47 U.S.C. § 202(a). But Complainant has not explained or established that claim. The Complaint does not even attempt to state how Verizon discriminated in the terms and conditions on which it has provided services to Farmers Bank vis-à-vis those provided to any other customer.

In support of its “discrimination” claim, Complainant cites to statutes and Commission decisions that have no relevance to the allegations in this proceeding. For example, Paragraphs 215 and 218 of the Complaint makes certain assertions regarding telecommunications carriers’ duty to interconnect with other carriers pursuant to 47 U.S.C. § 256. But this case involves billing and service claims brought by a business customer against Verizon. It does not implicate interconnection obligations in any way. Similarly, Paragraph 216 appears to reference and cite various intercarrier compensation decisions by the Commission, when this case does not implicate any interaction between carriers. And Paragraph 217 discussed “unsound routing practices” within the context of universal service principles, without any explanation as to how that might related to the claims brought by a business customer against Verizon.

Complainant then asserts that Verizon engages in “unsound routing practices” and fails to “maintain a communications network that offers reliable and resilient service” in violation of 47 U.S.C. § 202(a). *See Complaint*, ¶ 219. But Complainant does not identify what those allegedly unsound routing practices are, how Verizon has failed to maintain its network, or how Complainant could maintain a claim under 47 U.S.C. § 202(a) for those alleged wrongs.

Complainant ultimately settles on a claim that Verizon mishandled certain aspects of the billing for Farmers Bank and delayed in implementing services for the bank. *See* Complaint, ¶ 220. But that does not constitute a violation of 47 U.S.C. § 202(a).

In general, 47 U.S.C. § 202(a) prevents a carrier from discriminating against a particular customer by unreasonably offering services to that customer on different terms or conditions than those offered to another customer. Accordingly, “a § 202(a) claim consists of three elements: (1) whether the services are ‘like’; (2) if so, whether the services were provided under different terms or conditions; and (3) whether any such difference was reasonable.” *National Communications Ass’n Inc. v. AT&T Corp.*, 238 F.3d 124, 127 (2d Cir. 2001). But Complainant does not address – much less attempt to meet – those elements here.

Verizon did not offer “like” services to Farmers Bank and other customers under different terms or conditions. And Complainant does not provide any evidence to the contrary. Under these circumstances, Verizon cannot be said to have singled out or discriminated against Farmers Bank as compared to any other customer in violation of Section 202(a).

G. The Bureau Cannot Grant Complainant’s Request for Declaratory Relief (Count VII).

In Count VII of the Complaint, Farmers Bank asks for a declaratory ruling that it is not responsible for the “underutilization charge” (and associated amounts) that first appeared on an October 2015 invoice from Verizon. *See* Complaint, ¶ 228. Verizon has provided a credit to Farmers Bank to cover that charge (and associated amounts). *See* Appendix A; Answer, ¶¶ 147-48, 225. Accordingly, this issue has been resolved and the request for declaratory relief is moot. Even so, this is a complaint proceeding. The Bureau does not have the authority to grant declaratory rulings addressing the legality of particular practices.

H. The Bureau Cannot Grant Complainant’s Request for an “Accounting” (Count VIII).

In Count VIII of the Complaint, Complainant asserts that Verizon has “a duty to account for all charges invoiced [to Farmers Bank], proper application of monies and to account for its receipt” (Complaint, ¶ 231), but does not cite what this duty is, where it originates, or what it requires. Complainant nevertheless “demands” (*Id.* at ¶ 233) that the Commission require “an accounting of all amounts received by Verizon from Farmers Bank ... and for all amounts properly or not properly owed for certain services.” *Id.* at ¶ 232. But the Complaint does not explain what this “accounting” is or what it would entail. Nor does the Complaint cite any authority under which Farmers Bank is entitled to – or the Bureau could order – such an “accounting.”

Verizon has furnished Farmers Bank with bills for all the services it has provided, and Farmers Bank presumably has records of the payments it has made to Verizon. Nevertheless, Verizon has worked with Farmers Bank to provide it with information regarding its accounts since the Complaint was filed and will continue to do so. *See* White Decl., ¶ 10. Thus, it not only is unclear exactly what Complainant is seeking with respect to Count VIII or how the Bureau could award it, it also appears unnecessary. As with any of its customers, Verizon remains willing and available to review any billing questions with Farmers Bank at any time. *Id.*

CONCLUSION

For the reasons set forth above and in the Answer, Verizon respectfully requests that the Bureau dismiss or deny the Complaint with prejudice.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "D. Haga". The signature is stylized with a large initial "D" and a long horizontal stroke.

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David L. Haga
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Arlington, VA 22201
(703) 351-3065

Attorneys for Verizon

October 14, 2016

**Before The
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554**

Farmers Bank, Windsor, Virginia,)	
)	
Complainant)	
)	
v.	)	Proceeding No. 16-211
	)	Bureau Id No. EB-16-MD-002
)	
Verizon Business Network Services Inc.)	
)	
and)	
)	
MCI Communications Services, Inc.)	
d/b/a Verizon Business Services,)	
)	
Defendants.)	

APPENDIX A TO VERIZON’S LEGAL ANALYSIS

In order to quantify the damage amounts sought by Complainant Farmers Bank, Windsor, Virginia (“Farmers Bank”) and to narrow the issues in dispute, Verizon Business Network Services Inc. and MCI Communications Services, Inc. d/b/a Verizon Business Services (collectively, “Verizon”) have attempted to identify each damages claim asserted (or potentially asserted¹) by Farmers Bank – as well as the disposition and current status of that claim – in the following table.

¹ The Complaint is not clear as to whether Farmers Bank has asserted certain of the claims listed below. See Legal Analysis.

	Farmers Bank Damages Claim	Disposition	Status
1	Claim for refund of \$14,853.07 for interim ISDN PRI + Remote Call Forwarding (RCF) service at Godwin Blvd. (See, e.g., Complaint ¶ 51.)	Verizon provided credit of \$15,708.66 to cover this amount in November 2015.	Resolved.
2	Claim for credit for Annual Underutilization Charge. (Complaint ¶¶ 146-49.) ²	Farmers Bank withheld all payment. Credit of \$7,642.55 provided on October 12, 2016 to cover full amount billed.	Resolved.
3	Claim for credit for “Independent VoIP System Solution” that was agreed to, but not implemented. (Complaint ¶ 133-35)	Farmers Bank withheld all payment. Credit of \$11,366.06 provided on October 12, 2016 to cover full amount billed. Accounts closed and no further billing to issue. (Sept. 2016 bill showed no new monthly charges.)	Resolved.
4	Claim for \$1400 for customer premises equipment (CPE) purchased in connection with VoIP service at Godwin Blvd. (Complaint ¶ 47.)	Credit of \$1,522.07 provided on October 12, 2016.	Resolved.
5	Claim for payments in the amount of \$2,911.25 made to third-party vendor (BCS) for work in connection with making alternative arrangements for service at Godwin Blvd. (Complaint ¶ 35.)	Credit of \$2,911.25 provided on October 12, 2016.	Resolved.

² A second underutilization charge appeared on an October 1, 2016 bill. Verizon has provided a credit of \$6317.79 to Account No. Account No. 6000081542x26 to cover all of that amount.

	Farmers Bank Damages Claim	Disposition	Status
6	<p>Claim for payment of \$5,056.26 in vendor (BCS) charges associated with implementing VoIP service at Godwin Blvd. or addressing 911 location issues.</p> <p>(Complaint ¶¶ 77, 95, 98-99.)</p>	<p>Credit of \$5,711.49 provided on October 12, 2016 to cover BCS charges identified in the Complaint and an additional BCS charge associated with services provided for August 12, 2016 onsite visit to address location information issue (<i>see</i> Answer ¶¶ 76, 99 fn.11, 184).</p>	Resolved.
7	<p>Claim for charging unspecified “duplicative amounts” for ISDN PRI service (with remote call forwarding) and VoIP service at Godwin Blvd.</p> <p>(Complaint ¶ 46.)</p>	<p>When moving from the ISDN PRI service to VoIP service at Godwin Blvd., it appears the billing overlapped from May-June 2014. However, Verizon provided a refund in November 2015 for all amounts charged for the ISDN PRI service at Godwin Blvd. (<i>see</i> Row 1, above) – thereby covering this overlapping charge.</p> <p>After receiving the Complaint, Verizon reviewed Farmers Bank’s accounts to identify any additional billing errors and identified two:</p> <p>(i) In December 2013, Verizon inadvertently began billing for VoIP services at Godwin Blvd. after the facilities were installed but before the service was fully implemented. <i>See</i> Answer, ¶ 46. Credit of \$6,722.22 provided on October 12, 2016 to cover this full amount.</p> <p>(ii) In March 2015, VoIP services/circuits were moved from one account to another, but were not immediately disconnected on the old account, such that billing continued on both accounts until the error was identified and corrected. <i>See</i> Answer, ¶ 46. Credit of \$10,757.34 provided on October 12, 2016 to cover this full amount.</p>	Resolved.

	Farmers Bank Damages Claim	Disposition	Status
8	Claim for unspecified amounts associated with “Purchase Agreement” between Farmers Bank and BCS for equipment and services for Godwin Blvd. (Complaint ¶ 32; Compl. Exh. 12)	Farmers Bank is not entitled to recovery for this claim. <i>See</i> Legal Analysis at 6-7.	Pending.
9	Claim for unspecified amounts Farmers Bank paid for monthly service at Windsor from June 2013 forward. (Complaint ¶¶ 21, 135.)	Farmers Bank is not entitled to recovery for this claim. <i>See</i> Legal Analysis at 8-10.	Pending.
10	Claim of \$35,000 for alleged loss of business, reputational harm, and other indirect or consequential damages during temporary service outage from July 6-9, 2015. (Complaint ¶ 123.)	Farmers Bank is not entitled to recovery for this claim. <i>See</i> Legal Analysis at 10-11.	Pending.
11	Claim of \$42,556.09 for loss of use for employee time allegedly spent on “Verizon issues.” (Complaint ¶¶ 137-44.)	Farmers Bank is not entitled to recovery for this claim. <i>See</i> Legal Analysis at 12-13.	Pending.
12	Claim for \$250,000 in punitive damages. (Complaint at 43.)	Farmers Bank is not entitled to recovery for this claim. <i>See</i> Legal Analysis at 14-16.	Pending.
13	Claim for “reasonable” attorneys’ fees. (Complaint at 43.)	Farmers Bank is not entitled to recovery for this claim. <i>See</i> Legal Analysis at 13-14.	Pending.

EXHIBIT A

**Before The
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554**

)	
)	
Farmers Bank, Windsor, Virginia,)	
)	
Complainant)	
)	
v.	)	Proceeding No. 16-211
	)	Bureau Id No. EB-16-MD-002
)	
Verizon Business Network Services Inc.)	
)	
and)	
)	
MCI Communications Services, Inc.)	
d/b/a Verizon Business Services,)	
)	
Defendants.)	
)	

DECLARATION OF DANIEL P. LAWSON

1. My name is Daniel P. Lawson. I am Managing Director – Global Presales Solutions for Verizon Enterprise Solutions. I am responsible for presales technical design for Verizon’s wireline medium business and corporate customer segments throughout the United States. My team has expertise regarding the technical design and configuration for the services provided to customers like Farmers Bank, Windsor, Virginia (“Farmers Bank”).

2. Verizon provides services to Farmers Bank at multiple locations in Virginia, including to the branch at 50. E. Windsor Boulevard in Windsor, Virginia (“Windsor”) and at 3100 Godwin Boulevard in Suffolk, Virginia (“Godwin Blvd.”).

3. I am aware that Farmers Bank asked that Verizon initiate services at Godwin Blvd. in 2013 using an Integrated Services Digital Network (“ISDN”) with Primary Rate

Interface (“PRI”). Farmers Bank also wanted to port certain telephone numbers from its Windsor, Virginia branch to the Godwin Blvd. location.

4. In June 2013, Verizon discovered that the available facilities were not suitable for what Farmers Bank wanted to do and the service could not be set up as contemplated. Because the Windsor and Godwin Blvd. branches are in different rate centers, telephone numbers could not be ported from one to the other.

5. Farmers Bank then made alternative arrangements with Verizon to provide service at Godwin Blvd. – first using a temporary ISDN PRI service with remote call forwarding (“RCF”) and then using a longer-term Voice over Internet Protocol (“VoIP”) solution.

6. I understand that Farmers Bank has raised concerns with respect to how the account was configured for Godwin Blvd., which it says led to certain issues – including with respect to 911 location information for three telephone numbers. But those issues have not otherwise impacted the services that Verizon has provided. Verizon has provided functioning service to Farmers Bank at Godwin Blvd. since June 2013 and continues to do so today.

7. Both before and after making alternative arrangements at Godwin Blvd., Verizon also has provided functioning service at Windsor and other Farmers Bank locations – and continues to do so today.

8. With respect to the 911 location information issues referenced above, I was part of the Verizon team that investigated and addressed those issues after the complaint was filed in this proceeding. Working with Farmers Bank, Verizon coordinated onsite testing with the bank’s vendor (BCS Voice and Data Solutions) and a third party equipment vendor (Adtran) on August 12, 2016.

9. Our testing identified that the 911 location issue was for three telephone numbers that Verizon had installed at Godwin Blvd., but that Farmers Bank or its vendor had assigned to different locations in the bank's private branch exchange ("PBX") system, which we confirmed uses a Mitel MiVoice Business 3300 Controller. That could cause the location information for those three numbers to display incorrectly. Working together, we were able to resolve that issue through BCS's contact with the relevant Public Safety Answering Point ("PSAP") and requesting an update of the location information associated with the numbers. As of August 12, 2016, everything was working properly and 911 location information for the three numbers was displaying correctly in testing. We confirmed as much in discussions that day with Farmers Bank and BCS.

10. Since August 12, 2016, I am not aware of any additional issues with respect to location information for those or any other Farmers Bank telephone numbers.

11. I likewise am not aware of any other technical or service issues associated with what Verizon is providing to Farmers Bank today.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on October 12, 2016


Daniel P. Lawson

EXHIBIT B

**Before The
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554**

Farmers Bank, Windsor, Virginia,)	
)	
Complainant)	
)	
v.	)	Proceeding No. 16-211
	)	Bureau Id No. EB-16-MD-002
Verizon Business Network Services Inc.)	
)	
and)	
)	
MCI Communications Services, Inc.)	
d/b/a Verizon Business Services,)	
)	
Defendants.)	

DECLARATION OF CARA E. WHITE

1. My name is Cara E. White. I am Managing Director – Medium Business for Verizon Enterprise Solutions. I am responsible for sales and service for Verizon’s wireline medium business customer segment throughout the United States.

2. One of the business customers supported by my group is Farmers Bank of Windsor, Virginia (“Farmers Bank”). Verizon provides service to Farmers Bank at multiple locations in Virginia, including at 3100 Godwin Boulevard in Suffolk, Virginia (“Godwin Blvd.”).

3. Following receipt of the formal complaint that Farmers Bank filed against Verizon in this proceeding, my team and I reviewed all of the accounts that Farmers Bank has

with Verizon to understand the billing for this customer, identify any credits or refunds that had been provided to the bank, and identify any potential billing errors.

4. In November 2015, Verizon provided Farmers Bank with a refund in the amount of \$15,708.66 to cover Integrated Services Digital Network (“ISDN”) with Primary Rate Interface (“PRI”) service and associated remote call forwarding that were billed to Farmers Bank for Godwin Blvd. from June 2013 to June 2014. That refund covered the entire amount charged to Farmers Bank for those services.

5. In May 2014, Verizon began providing Voice over Internet Protocol (“VoIP”) service to Farmers Bank at Godwin Blvd. The billing for the ISDN PRI service briefly overlapped with the billing for the VoIP service that was replacing it in May and June 2014. But, as noted above, Verizon provided Farmers Bank with a full refund of all ISDN PRI service for this location – such that the bank was relieved from any overlapping charges as it switched to VoIP service.

6. Verizon did identify a separate billing issue with respect to the VoIP service at Godwin Blvd. that Farmers Bank did not identify in its formal complaint. While Farmers Bank signed an agreement for that VoIP service in June 2013 and Verizon installed facilities to provide the service by December 2013, the VoIP service was not fully implemented until May 2014. However, once the facilities were installed in December 2013, Verizon’s systems automatically began billing for the VoIP service – even though it was not yet fully implemented. Verizon has addressed this issue and, on or about October 12, 2016, processed a credit to Farmers Bank for \$6,722.22 to cover the full amount of the early billing (from inception through May 2014) on this account before the VoIP service was fully implemented.

7. Verizon also identified a second billing issue related to the VoIP service at Godwin Blvd. that Farmers Bank did not identify in its formal complaint and for which Verizon is issuing additional credit. When the VoIP service was implemented at Godwin Blvd. in May 2014, it initially was provided under Account No. 6000081542x26. The VoIP services later were moved to a different account (Account No. 6000083824x26). However, when the services were moved to the new account, the old account was not disconnected initially – and billing occurred on both accounts until the issue was discovered. Verizon has addressed that issue and – to remedy the inadvertent overcharge – processed a credit to Farmers Bank on or about October 12, 2016 in the amount of \$10,757.34. That amount represents the entire total billed on the old VoIP account after services were switched to the new account.

8. Verizon processed additional credits to Farmers Bank on or about October 12, 2016 that cover and resolve additional amounts Farmers Bank sought in its formal complaint. Those credits were detailed in an October 13, 2016 letter to Farmers Bank’s counsel.

9. Following our review of Farmers Bank’s accounts, my team and I have not identified any other billing issues or potential billing errors associated with Farmers Bank’s accounts with Verizon.

10. Since the Complaint was filed, Verizon has provided Farmers Bank with information regarding its accounts and will continue to do so. As with any of our customers, my team and I remain willing and available to review any billing questions with Farmers Bank that it may have, and I personally have conveyed as much to Farmers Bank.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on October 13, 2016

Cara E. White
Cara E. White

EXHIBIT 1



658990

Customer Name	FARMERS BANK
Contract Type	APPLICATION FOR SERVICE
Amendment #	
Contract ID	350905
CD Received	05/01/2013
Sent Where	Finance
DOA Exceptions	Incorrect Legal Entity
Receipt Source	E-MAIL
Received Hard Copies	No
Approval Dates	
LEGAL	05/01/2013
BD	
PRESALE	
CREDIT	
CREDIT EXP	
FILING	
DCG Approved	

Internal Use Only - Do not present this to the Customer

Contract Cover Page

IMPORTANT:

- o READ THE GUIDELINES ON PAGE 2: Include all required documents when submitting a Contract Package
- o ANY MODIFICATION to the contract language, including notes in the margins, results in immediate rejection
- o COMPLETE THE INFORMATION BELOW.
- o It is imperative that the billing codes be completed correctly; otherwise implementation dates will be delayed.
- o SUBMIT WITH CONTRACT as soon as possible to avoid implementation delays

CONTRACT PACKAGE INFORMATION

Number of pages in this Contract Package (How many pages are you sending via eFax)? **6**

AGREEMENT INFORMATION

Customer	Farmers Bank	NASP ID	99MIDT	Account ID	VZT PRI
Address	3100 Godwin Blvd	City	Suffolk	State & Zip	VA 23434
Contract Type	Select One or Application For Service			VA ID	Type Here
Document Type	Application for Service Type Name of Contract Here			Contract Term	Existing Legacy Type Here
Summary	Type Here				
<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 3C / 4A <input type="checkbox"/> 4M <input type="checkbox"/> 5V (Fax) <input type="checkbox"/> 6W (Wireless)					
<input type="checkbox"/> Digex <input type="checkbox"/> EMEA <input type="checkbox"/> EMEA Conferencing <input type="checkbox"/> AP Conferencing					

SALES INFORMATION (AM = Account Manager)

AM Name	George Allen	Sales Channel	BSG Type Here	AM E-Mail	george.allen@verizon.com
AM Peoplesoft ID	Type Here	Telephone #	Type Here	Fax #	Type Here
AM Street Address	22001 Loudoun County PRWY	City	Ashburn	State	VA
Department	Type Here	RevLoc	Type Here	Branch Name	Type Here
Sales Region	Type Here	Director	Type Here	Regional VP	Type Here

SUPPORT INFORMATION (Check box for primary POC for questions)

<input checked="" type="checkbox"/>	AM (above)	Name	Phone	Email
<input checked="" type="checkbox"/>	AM Manager	george allen	7038887823	george.allen@verizon.com
<input type="checkbox"/>	Service Manager	Type Here	Type Here	Type Here
<input type="checkbox"/>	Sales Specialist	Type Here	Type Here	Type Here
<input type="checkbox"/>	(other)	Type Here	Type Here	Type Here
	Pre-Sales Analyst	Type Here	Type Here	Type Here
	PCM Analyst	Type Here	Type Here	Type Here
	Attorney	Type Here	Type Here	Type Here
	If original countersignature is required, provide overnight courier account #			Type Here

BILLING INFORMATION (attach spreadsheet if needed)

Billing System	Billing ID
Select One	Type Here
Select One	Type Here

COMMENTS

VZT PRI RENEWAL

Contract Package Guidelines

1. **Prepare Documents for Customer Signature**
 - Print one original of the Customer Contract.
2. **Prepare Contract Package by gather the following applicable documents:**
 - Completed Contract Cover Page
 - Customer signed contract with all applicable promos, schedules, and attachments
 - Credit approval print out (must match the Company name on the contract. (eVal.mclink.com))
 - Include any pricing approvals, as applicable
3. **FORWARD Contract Package to Contract Distribution (exception is standalone Wireless Service Contracts - refer to Verizon Wireless Presale and Implementation Process on Insite for instructions):**

Choose ONE (do not send package more than once):

- **eFax good quality Contract Package to one of the following numbers:**
 - (404) 479-0661
 - (415) 796-1045

- If Customer requests original Verizon Business countersignature send TWO originals, if possible, via courier:

Verizon Contract Distribution
5055 North Point Parkway
Alpharetta, GA 30022
678-259-1899

4. If Contract Package is sent via eFax file the ORIGINAL, including all applicable attachments, in the branch.
5. If sent via overnight package, file a COPY in the branch.
6. Contract Distribution will return the countersigned contract to the Account Manager on page 1.
7. Return the contract to your customer.

LOD/LOC/LOR/LORA Guidelines

1. Review Letter of Disconnect (LOD) from the customer- Ensure letter contains the required information, as provided on Insite.
2. Send Letter of Reject (LOR) or Letter of Confirmation (LOC) to the customer as applicable: If information in the LOD is incomplete send customer a Letter of Reject (LOR) using the templates on Insite and collect the missing information from the customer and add to the LOD. Once information is complete, send customer a Letter of Confirmation (LOC) using the templates on Insite. If customer decides to reconnect service, use the Letter of ReActivation (LORA) template on Insite.
3. Complete this Contract Cover Page
4. Forward Contract Cover Page, LOD, LOR, LOC and LORA as applicable, to Contract Distribution
 - Via eFax to (404) 479 0661, or (415) 796-1045
 - Via email to contract-distribution@verizonbusiness.com (.txt or .pdf files only)
5. File original documents in the branch



**APPLICATION FOR SERVICE
(State Tariff)**

Customer Name: Farmers Bank	Main Billing Tel. No: N/A
Address: 3100 GODWIN BLVD SUFFOLK VA 23434	

Customer applies for and agrees to purchase from the undersigned Verizon operating telephone company the services identified below and as further described in Verizon's applicable Tariffs (the "Services"), for a minimum period of 3-Year consecutive months following execution of this Application and commencement of Services hereunder (the "Service Period"). The Services will be provided subject to the terms and conditions of Verizon's applicable tariffs in effect during the Service period (the "Tariffs"), which are incorporated by this reference, and subject to the availability of suitable facilities.

If Customer terminates this Application or any Services prior to the expiration of the Service Period, Customer will promptly pay to Verizon any termination and cancellation charges specified in the Tariffs. The rates for the Services shall be as set forth in Tariffs. Customer shall also pay all applicable charges, fees, taxes and tariff surcharges, including federal End User Common Line Charges, charged pursuant to applicable law, regulations or Tariffs.

Quantity	Service	MRC	NRC
1	PRI Plus Port(1 to 100 PRIs) - 10K MOU	480.00	0.00
1	Digital Transport Facility(1 to 100 PRIs) - 10K MOU	145.00	0.00

The Services will be provided at the following Customer locations:

Location	Address
Loc1	3100 GODWIN BLVD , SUFFOLK , VA , 23434

The provision of any additional locations and/or quantities of Services will be subject to Verizon's applicable Tariffs. Verizon may assign or transfer part or all of this Application to any of its affiliates. Upon reasonable prior written notice to Verizon and consistent with applicable Tariff supersedure or other regulatory requirements, customer may assign or transfer this application to any company that is the successor to substantially all of its assets. All other attempted assignments shall be void without the prior written consent of the other party.

Upon signature below by both parties, this Application and the Tariffs constitute the entire agreement between customer and Verizon regarding the Services, and supersede all prior oral or written quotations, communications, understandings or agreements. In the event of a conflict between the Tariffs and this Application, the Tariffs shall control. Each party represents that its execution of this Application is based solely on its independent assessment of the rights and obligations set forth herein and not on any other oral or written quotations, communications, understandings or agreements.

AGREED AND ACCEPTED:

CUSTOMER Farmers Bank

By Bill Bailey VP/IT Manager
Name/title
(Generic State) 023702 Page 1 of 1

Verizon Business Network Services
Inc. on behalf of Verizon Virginia
LLC.

VERIZON

By Anthony Recine
Name/title
Anthony Recine
Vice President
ESC # 0115 OSID:0163628641-109-13-100241.01

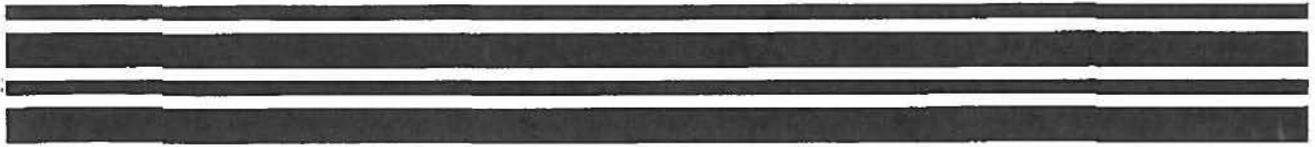
Date

4/29/2013

Date

02 May 2013

EXHIBIT 2



665707

Customer Name	FARMERS BANK
Contract Type	APPLICATION FOR SERVICE
Amendment #	
Contract ID	353546
CD Received	06/13/2013
Sent Where	Finance
DOA Exceptions	Incorrect Legal Entity
Receipt Source	E-MAIL
Received Hard Copies	No
Approval Dates	
LEGAL	06/13/2013
BD	
PRESALE	
CREDIT	
CREDIT EXP	
FILING	
DCG Approved	

Internal Use Only - Do not present this to the Customer

Contract Cover Page

67

IMPORTANT:					
<ul style="list-style-type: none"> READ THE GUIDELINES ON PAGE 2. Include all required documents when submitting a Contract Package ANY MODIFICATION to the contract language, including notes in the margins, results in immediate rejection COMPLETE THE INFORMATION BELOW. It is imperative that the billing codes be completed correctly; otherwise implementation dates will be delayed. SUBMIT WITH CONTRACT as soon as possible to avoid implementation delays 					
CONTRACT PACKAGE INFORMATION					
Number of pages in this Contract Package (How many pages are you sending via eFax)?					5
AGREEMENT INFORMATION					
Customer	Farmers Bank		NASPI ID	99MIDT	
Address	3100 Godwin Blvd	City	Suffolk	State & Zip	VA 23434
Contract Type	Select One or Application For Service			Contract ID	VZT PRI
Document Type	Application for Service Type Name of Contract Here			e-Verify ID	Type Here
Senior VP	Type Here			Customer Type	Existing Legacy Type Here
<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 3C / 4A <input type="checkbox"/> 4M <input type="checkbox"/> 5V (Vrs) <input type="checkbox"/> 6W (Wireless)					
<input type="checkbox"/> Digex <input type="checkbox"/> EMEA <input type="checkbox"/> EMEA Conferencing <input type="checkbox"/> AP Conferencing					
SALES INFORMATION (AM = Account Manager)					
AM Name	George Allen	Sales Channel	BSG Type Here	AM E-Mail	george.allen@verizon.com
AM Peoplesoft ID	Type Here	Telephone #	Type Here	Fax #	Type Here
AM Street Address	22001 Loudoun County PRWY	City	Ashburn	State	VA
Department	Type Here	RevLoc	Type Here	Branch Name	Type Here
Sales Region	Type Here	Director	Type Here	Regional VP	Type Here
SUPPORT INFORMATION (Check box for primary POC for questions)					
<input checked="" type="checkbox"/>	AM (above)	Name	Phone	Email	
<input checked="" type="checkbox"/>	AM Manager	george allen	7038867823	george.allen@verizon.com	
<input type="checkbox"/>	Service Manager	Type Here	Type Here	Type Here	
<input type="checkbox"/>	Sales Specialist	Type Here	Type Here	Type Here	
<input type="checkbox"/>	(other)	Type Here	Type Here	Type Here	
Pre-Sales Analyst		Type Here	Type Here	Type Here	
PCM Analyst		Type Here	Type Here	Type Here	
Attorney		Type Here	Type Here	Type Here	
If original countersignature is required, provide overnight courier account #					Type Here
BILLING INFORMATION (attach spreadsheet if needed)					
Billing System			Billing ID		
Select One			Type Here		
Select One			Type Here		
COMMENTS					

Internal Use Only - Do not present this to the Customer

VZT PRI RENEWAL

Contract Package Guidelines

1. **Prepare Documents for Customer Signature**
 - Print one original of the Customer Contract
2. **Prepare Contract Package by gather the following applicable documents:**
 - Completed Contract Cover Page
 - Customer signed contract with all applicable promos, schedules, and attachments
 - Credit approval print out (must match the Company name on the contract. (eVal.mcilink.com))
 - Include any pricing approvals, as applicable
3. **FORWARD Contract Package to Contract Distribution (exception is standalone Wireless Service Contracts – refer to Verizon Wireless Presale and Implementation Process on Insite for instructions):**

Choose ONE (do not send package more than once):

- **eFax good quality Contract Package to one of the following numbers:**
 - (404) 479 0661
 - (415) 796-1045
- If Customer requests original Verizon Business countersignature send TWO originals, if possible, via courier:

**Verizon Contract Distribution
5055 North Point Parkway
Alpharetta, GA 30022
678-259-1899**

4. If Contract Package is sent via eFax file the ORIGINAL, including all applicable attachments, in the branch.
5. If sent via overnight package, file a COPY in the branch.
6. Contract Distribution will return the countersigned contract to the Account Manager on page 1.
7. Return the contract to your customer.

LOD/LOC/LOR/LORA Guidelines

1. **Review Letter of Disconnect (LOD) from the customer-** Ensure letter contains the required information, as provided on Insite.
2. **Send Letter of Reject (LOR) or Letter of Confirmation (LOC) to the customer as applicable:** If information in the LOD is incomplete send customer a Letter of Reject (LOR) using the templates on Insite and collect the missing information from the customer and add to the LOD. Once information is complete, send customer a Letter of Confirmation (LOC) using the templates on Insite. If customer decides to reconnect service, use the Letter of ReActivation (LORA) template on Insite.
3. **Complete this Contract Cover Page**
4. **Forward Contract Cover Page, LOD, LOR, LOC and LORA as applicable, to Contract Distribution**
 - Via efax to (404) 479 0661, or (415) 796-1045
 - Via email to contract-distribution@verizonbusiness.com (.txt or .pdf files only)
5. **File original documents in the branch**



**APPLICATION FOR SERVICE
(State Tariff)**

Customer Name: Farmers Bank	Main Billing Tel. No: 757.242.3221
Address: 50 E. Windsor BLVD Suffolk, VA. 23434	

Customer applies for and agrees to purchase from the undersigned Verizon operating telephone company the services identified below and as further described in Verizon's applicable Tariffs (the "Services"), for a minimum period of 3-Year consecutive months following execution of this Application and commencement of Services hereunder (the "Service Period"). The Services will be provided subject to the terms and conditions of Verizon's applicable tariffs in effect during the Service period (the "Tariffs"), which are incorporated by this reference, and subject to the availability of suitable facilities.

If Customer terminates this Application or any Services prior to the expiration of the Service Period, Customer will promptly pay to Verizon any termination and cancellation charges specified in the Tariffs. The rates for the Services shall be as set forth in Tariffs. Customer shall also pay all applicable charges, fees, taxes and tariff surcharges, including federal End User Common Line Charges, charged pursuant to applicable law, regulations or Tariffs.

Quantity	Service	MRC	NRC
1	ISDN-PRI Access System-Flat w/o DS1 Facility	535.00	0.00

The Services will be provided at the following Customer locations

Location	Address
Loc 1	50 E Windsor BLVD

The provision of any additional locations and/or quantities of Services will be subject to Verizon's applicable Tariffs. Verizon may assign or transfer part or all of this Application to any of its affiliates. Upon reasonable prior written notice to Verizon and consistent with applicable Tariff supersedure or other regulatory requirements, customer may assign or transfer this application to any company that is the successor to substantially all of its assets. All other attempted assignments shall be void without the prior written consent of the other party.

Upon signature below by both parties, this Application and the Tariffs constitute the entire agreement between customer and Verizon regarding the Services, and supersede all prior oral or written quotations, communications, understandings or agreements. In the event of a conflict between the Tariffs and this Application, the Tariffs shall control. Each party represents that its execution of this Application is based solely on its independent assessment of the rights and obligations set forth herein and not on any other oral or written quotations, communications, understandings or agreements.

AGREED AND ACCEPTED:

CUSTOMER: Farmers Bank

By Bill Bailey
Name/Title Bill Bailey, IT Manager/VP
Date 6/13/2013

Verizon Business Network Services
Inc. on behalf of Verizon Virginia
LLC.

VERIZON
By Anthony Recine
Name/Title Anthony Recine
Date 14 JUN 2013 Vice President

EXHIBIT 3

Verizon Business Service Agreement

Contract ID: 667858-01
Billing Code: 010206V
Segment: Medium Business
Account Manager: Rebecca Morde

Farmers Bank (hereinafter "Customer")
50 E Window Blvd

Window, VA 22447

Bill Bailey, IT Network Administrator

Pricing and/or promotional benefits in this Agreement may not be available if it is signed and delivered to Verizon after June 30, 2013.

Adopted Date

General Terms and Conditions

This Verizon Business Service Agreement ("Agreement") is made by and between "Verizon," which refers to Verizon Business Network Services Inc., on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Services and any other Verizon affiliates identified in applicable service attachments or the Guide (individually and collectively), and Farmers Bank ("Customer"). The pricing in this Agreement is effective either: a) when Service (defined below) is installed if Customer has no Verizon service at the time this Agreement is accepted by Verizon or b) otherwise, by the first day of the second full billing cycle following acceptance of the Agreement by Verizon, except where a Service Attachment indicates otherwise for a particular service ("Effective Date"). Verizon acceptance occurs upon Verizon's verification that an unaltered Customer-signed document is received by a Verizon implementation center.

Customer Consent to Use of Customer Proprietary Network Information ("CPNI"). Verizon acknowledges that it has a duty, and Customer has a right, under federal and/or state law to protect the confidentiality of Customer's CPNI. CPNI includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of the telecommunications and interconnected voice over Internet Protocol services Customer purchases from Verizon, as well as related local and toll billing information, made available to Verizon solely by virtue of Customer's relationship with Verizon. With Customer consent, Verizon may share Customer CPNI and other Confidential Information among its affiliates, including Verizon Wireless, and with agents and partners, so that all may use this information to offer Customer the full range of products and services offered by Verizon and its affiliates, including local, long distance, wireless, and Internet services (see www.verizon.com for a description of Verizon companies and services). By signing this Agreement, Customer consents to Verizon using and disclosing Customer CPNI as described above. Customer may refuse CPNI consent by signing this Agreement and by notifying Verizon in writing at cpni-notice@verizonwireless.com and cpni-notice@verizonbusiness.com of Customer's decision to withhold Customer's consent. Customer's consent or refusal to consent will remain valid until Customer otherwise advises Verizon, and in either case, will not affect Verizon's provision of service to Customer.

ILECs and Verizon Wireless. The Terms and Conditions below do not apply to Services provided by Verizon incumbent local exchange carriers ("ILECs") or by Celco Partnership and its affiliates d/b/a Verizon Wireless ("Verizon Wireless"), which are governed solely by the Service Attachments for such Services and, in the case of ILEC Services, applicable Tariffs (defined below). A Verizon Wireless Service Attachment becomes a part of this Agreement only once it is executed by Verizon Wireless and the Customer.

1. **Services.** Verizon will provide the products and services ("Services") in the Services Attachments. Note that these Service Attachments may incorporate by reference additional terms in the online Guide (as defined below).
 - Long Distance Voice Services
 - IP Integrated Access
 - Network Access
 - Internet Dedicated Services
 - Voice and Data Equipment and Related Services

Verizon Business Service Agreement

2. **Term and Survival.** The "Initial Term" begins upon the Effective Date and ends upon completion of 36 months, at which time the Agreement is automatically extended ("Extended Term") on a month-to-month basis until either party terminates it upon 60 days' prior written notice. The terms of this Agreement will continue to apply during any service-specific commitments that extend beyond the Term. "Term" means the Initial Term and Extended Term.
3. **Tariff and Guide.** Verizon's provision of Services to Customer will be governed by Verizon's International, Interstate and state tariffs ("Tariffs"), its "Service Publication and Price Guide" ("Guide") at www.verizonbusiness.com/guide, and this Agreement. The Agreement incorporates by reference the terms of each Tariff and the Guide. Verizon may modify the Guide from time to time, and any modification will be binding upon Customer, as provided in the Guide. Customer understands that the Tariffs and Guide contain terms that materially affect the rights, obligations and remedies of both parties, (e.g., Indemnification), and that it is Customer's sole responsibility to review changes to the Guide when they are made. If Verizon makes any changes to the Guide (other than to Governmental Charges) that affect Customer in a material and adverse manner, Customer may discontinue the affected Service without liability by providing Verizon with written notice of discontinuance within 60 days of the date the change is posted on the Website, unless within 60 days of receiving customer's discontinuance notice, Verizon agrees to remove the material adverse effect on Customer. If a Service is discontinued, Customer's AVC (defined below), will be reduced, as appropriate, to accommodate the discontinuance. If a conflict arises, the order of precedence is: (i) Tariffs to the extent applicable (ii) this Agreement (excluding the Guide and Tariffs), and (iii) the Guide. Among the provisions of the Agreement, the order of precedence is: (i) Service Attachments, and (ii) these Terms and Conditions.
4. **Rates and Charges; Governmental Charges; Taxes.** Customer agrees to pay the rates and charges specified in this Agreement. "Standard" rates and charges means the Verizon Business Services III pricing plan ("VBS III"), where applicable. Except where expressly stated otherwise, all rates and charges are subject to change and "fixed" rates may be decreased at any time. Verizon may give Customer notice of pricing changes by posting them on the Guide, by invoice message, or by other reasonable means. All charges are exclusive of applicable Taxes, and Verizon may add or adjust rates and charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs ("Governmental Charges"). Customer will not be eligible to receive any other additional discounts, promotions and/or credits (Tariffed or otherwise). The rates and charges set forth in this Agreement do not include (without limitation) charges for all possible non-recurring charges, access service, local exchange service, charges imposed by a third party other than Verizon, on-site installation, Governmental Charges (defined above), network application fees, customer premises equipment or extended wiring to or at a Customer premises.
5. **Minimum Annual Volume Commitment.** Customer agrees to pay Verizon no less than \$48,000.00 (the "AVC") in Total Service Charges (defined below) in each twelve-month period during the Initial Term ("Contract Year"). "Total Service Charges" means all charges, after application of all discounts and credits, for the Services, excluding Taxes, Governmental Charges, equipment, Verizon ILEO, Verizon Wireless, Document Delivery Fax, non-recurring charges, goods and services acquired by Verizon as Customer's agent, International pass-through access (Type 3/PTT) and charges for international access provided by Verizon (Type 1), charges for security services provided by Cybertrust, Inc. or its affiliates set forth in the Guide as providers of Cybertrust security services, and other charges expressly excluded by this Agreement.
6. **Underutilization and Early Termination Charges.** If Customer's Total Service Charges do not reach the AVC in any Contract Year during the Initial Term, Customer shall pay an "Underutilization Charge" equal to 25% of the unmet AVC. If Customer's Total Service Charges do not reach the AVC in any Contract Year because the Agreement is terminated early by Customer without Cause or by Verizon with Cause, Customer shall pay an "Early Termination Charge" equal to 25% of the unmet AVC plus a pro rata portion of any credits received by Customer.
7. **Payment.** Customer will pay all Verizon charges (except Disputed amounts) within 30 days of invoice date. Customer will pay a late payment charge equal to the lesser of: (a) 1.5% per month, (b) the amount indicated in a Service Attachment, or (c) the maximum amount allowed by applicable law. If Customer's account(s) reflect a credit balance, Customer must designate, in writing, within such 30 days the account(s) and charges to which such credit balances are to be applied. Verizon may elect to apply any undesignated credit balance(s) to the account(s) with the oldest unpaid charges. For the avoidance of doubt, the foregoing credit balances will only be applied to accounts for the same Customer entity.

Verizon Business Service Agreement

8. **Termination.** Either party may terminate this Agreement for Cause (excluding Verizon ILEC or Verizon Wireless Services, which are governed by the applicable Service Attachments). "Cause" means (a) Customer's failure to pay any invoice (excluding Disputed amounts) within 10 days of receiving notice that payment is overdue, or (b) breach by a party of a material provision of this Agreement that the breaching party has not cured within 30 days of receiving notice from the non-breaching party. If interruption of Service is necessary to prevent or protect against fraud or otherwise protect Verizon's personnel, facilities or services, Verizon may do so without notice.
9. **CPNI Authorizers.** Customer will at all times have designated, below, in an attachment containing the same data elements listed below, or in a separate writing sent to the service manager or account manager, up to three representatives ("CPNI Authorizers") with the power to authorize Customer representatives to access CPNI under this Agreement. Additions or removals of CPNI Authorizers will be effective within a reasonable period after Verizon has received a signed writing of the change, including the affected person(s) name, title, postal address, email address and telephone number.

Name	Bill Ballou
Title	IT Manager
Tel. No.	757-271-6600
Postal Address	3100 Fullway Blvd Suffolk, VA 23434
Email Address	bill.ballou@formerbankVA.com

Name	Nancy Phillips
Title	Office Manager
Tel. No.	757-242-3216
Postal Address	3100 Fullway Blvd Suffolk, VA 23434
Email Address	nancy.phillips@formerbankVA.com

Name	
Title	
Tel. No.	
Postal Address	
Email Address	

10. **DISCLAIMER OF WARRANTIES.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, VERIZON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY VERIZON SERVICES, SOFTWARE OR DOCUMENTATION. VERIZON SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.
11. **Disclaimer of Certain Damages/Limitation of Liability.**
 11.1. **Disclaimer of Certain Damages.** No party to this Agreement is liable to any other for any indirect, consequential, exemplary, special, incidental or punitive damages, or for loss of use or lost business, revenue, profits, savings, or goodwill, arising in connection with this Agreement, the Services, related products, or documentation, even if the party has been advised, knew or should have known of the possibility of such damages. Nonetheless, each party is liable to the other for consequential damages resulting from its breach of confidentiality obligations under this Agreement.

Verizon Business Service Agreement

- 11.2. Limitation of Liability.** Without limiting the provisions of the Disclaimer of Certain Damages sub-section above, the total liability of either Customer or Verizon in connection with this Agreement and the Services is limited to the lesser of (i) direct damages proven by the claiming part(ies) or (ii) the aggregate amounts paid by Customer to Verizon under this Agreement for the six months prior to accrual of the latest cause of action for which the limitation of liability under this sub-section is being calculated (excluding amounts for equipment and the Services of Verizon ILECs, Cybertrust, and Verizon Wireless). Verizon's liability with respect to individual Services may also be limited pursuant to other terms and conditions of this Agreement.
- 11.3. Exclusions.** The Limitation of Liability sub-section above does not limit (A) any party's liability: (i) in tort for damages proximately caused by its willful or intentional misconduct, or by its gross negligence, or (ii) where mandatory local law does not allow the limitation, (B) Customer payment obligations under this Agreement, (C) Verizon obligations to provide credits and waivers under this Agreement or (D) any party's indemnification obligations under this Agreement. The liability restrictions in this section apply whether liability is asserted in contract, warranty, tort or otherwise (including negligence, strict liability, misrepresentation, and breach of statutory duty). The liability restrictions in this section, and the disclaimer of warranties in the preceding section, apply equally to Verizon's suppliers and contractors as they do to Verizon.
- 12. Compliance with Law; Governing Law; Dispute Resolution.** Each party represents and warrants that it will comply with all federal, state, and local laws applicable to the provision or performance of the Services under this Agreement. This Agreement is governed by the laws of the State of New York without regard to its choice of law principles. Non-U.S. Services are subject to applicable local laws and regulations in any countries where those Services originate or terminate, including applicable locally filed Tariffs. Any claim or dispute ("Dispute") arising out of or relating to this Agreement (other than claims relating to indemnification and equitable relief) must be resolved by binding arbitration of a single arbitrator under the rules of the American Arbitration Association at a mutually agreed upon location. The arbitrator must base his or her decision upon this Agreement and applicable law, and has no authority to order consolidation or class arbitration, or award punitive damages or any other relief beyond what the Agreement provides. The arbitrator must apply applicable statutes of limitation, subject to limitation of actions terms set forth in this Agreement. The parties agree that all Disputes must be pursued on an individual basis in accordance with the procedure noted above, and waive any rights to pursue any Dispute on a class basis, even if applicable law permits class actions or class arbitrations.
- 13. Force Majeure.** Any delay in or failure of performance by any party under this Agreement (other than a failure to comply with payment obligations for services rendered) is not a breach of the Agreement to the extent that such delay or failure is caused by events beyond the reasonable control of the party affected, including, but not limited to, acts of God; embargoes; governmental restrictions; strikes; labor disputes; riots; insurrection; wars or other military action; civil disorders; acts of terrorism; rebellion; fires; explosions; accidents; floods; vandalism; fiber cuts caused by a third party; unavailability of equipment, software or parts from vendors; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; unavailability or performance degradation of the Internet; preemption of service to restore service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations; national emergency and sabotage, except to the extent that the non-performing party is at fault in failing to prevent or causing such default or delay, and provided that such party uses all commercially reasonable efforts to recommence performance. An event of this kind is known as a "Force Majeure Event." Market conditions or fluctuations are not force majeure events. A party whose performance is affected by such events will promptly provide relevant details to the other party to the relevant agreement and the obligations of the party giving such notice will be suspended to the extent caused by the Force Majeure Event so long as the force majeure continues, and the time for performance of the affected obligation will be extended by the delay caused by the Force Majeure Event. If the affected party is prevented by the Force Majeure Event from performing its obligations with regard to a Service for 30 days, then either party to the Agreement may in its sole discretion immediately terminate the affected Service by giving notice of termination to the other party, provided that in the case of termination by Customer, Customer first provides Verizon a reasonable opportunity to replace the affected Service with a comparable Service. Upon such termination, Verizon is entitled to payment of: (1) all accrued but unpaid charges incurred through the date of such termination; together with (2) any termination charges or other costs or expenses incurred by Verizon for the cancellation of the local access or related services or equipment in connection with the Service. The parties shall otherwise bear their own costs and Verizon shall be under no further liability to perform the Services affected by the Force Majeure Event.
- 14. Significant Business Changes.**

Verizon Business Service Agreement

A. If Customer is unable to satisfy the AVC in this Agreement solely as a result of Customer's "Event" (as defined below) and Customer certifies to Verizon in writing that: (i) it has not substituted services provided by other vendors in place of the affected Services; and (ii) it is not able to satisfy the AVC through the use of other telecommunications services under this Agreement, then Verizon agrees to waive the application of Underutilization Charges attributable to the "Displaced Purchases," but in an amount not to exceed 15% of the total Underutilization Charges. As used herein, "Displaced Purchases" means the amount equal to the monthly Total Service Charges affected by the Event, as determined by comparison to the average monthly Total Service Charges during the 6 months preceding such Event, multiplied by 12.

B. For the purposes of this provision, Customer's "Event" means one or more of the following:

• "Technology Migration" means the migration by Customer from one Verizon-provided Service to a functionally equivalent, substitute Verizon-provided Service that reduces Customer's Total Service Charges.

• "Technology Change" is a significant new technology-driven change: (a) which becomes available only after the Effective Date of this Agreement; (b) which is deemed by Customer to be operationally or economically necessary for Customer; (c) which substantially improves upon the functionality of the Services provided by Verizon to Customer under this Agreement; and (d) where Verizon is unwilling or unable to make available to Customer a reasonable, functional equivalent of such Service within 6 months following the receipt of written notice by Verizon from Customer of such change.

• "Business Divestiture" means the sale or divestiture by Customer of a subsidiary, affiliate or significant operating unit that uses Services hereunder.

• "Business Downturn" means that Customer establishes to Verizon's satisfaction that: (a) Customer is unable to meet the AVC, notwithstanding Customer's best efforts to do so; and (b) such failure results solely from a business downturn beyond Customer's control, which materially and permanently reduces the size or scope of Customer's operations and the volume of Services required by Customer hereunder. By way of illustration and not by limitation, Business Downturn shall not include a change in Customer's usage of Services hereunder resulting from a decision by Customer to reduce its overall use of telecommunications services, to alter its telecommunications network architecture, or to transfer portions of its telecommunications traffic or projected growth to carriers other than Verizon.

C. To exercise its rights under this Section, Customer must: (i) give Verizon immediate written notice of the conditions which Customer believes give rise to the application of this Section; (ii) provide copies of documentation and data demonstrating the resulting decrease in usage of Services hereunder; and (iii) in the case of a Business Divestiture, promptly provide to Verizon in writing, documentation satisfactory to Verizon which establishes that a Business Divestiture has occurred.

D. This Section may not be exercised during the first Contract Year of the Term, and thereafter may only be used 1 time during the Term. Any waiver of Underutilization Charges resulting from application of this Section will require an amendment.

15. **Notices.** All communications hereunder, including disconnection notices, must be made to Customer at the address below and to Verizon at notice@verizon.com, following the procedures in the Guide.

To Customer	With a copy to:
Farmers Bank 50 E Windsor Blvd Windsor, VA 23467	

16. **Service Migration.** Verizon is in the process of decommissioning certain services that Customer may be purchasing from Verizon, including, without limitation, one or more of the following services (the "Affected Services"):

- Frame Relay
- ATM
- Flexble T1
- VoIP IP Flexible T1
- IP VPN

Verizon Business Service Agreement

Verizon will discontinue the commercial availability of the Affected Services at future dates, subject to applicable law. Verizon will provide Customer with written notice of such date for each Affected Service that is being purchased by Customer. In recognition of this pending service decommissioning, Customer agrees that, within six (6) months of the date that this Agreement is fully executed, it will: (i) place orders to fully and completely migrate from the Affected Services to replacement Verizon services; or (ii) discontinue use of the Affected Services. If Customer chooses option (i) above, then Verizon will continue to provide Customer with the Affected Services until the date that Customer's migration is complete. If Customer does not choose either option (i) or option (ii) above within such six (6) month period, then Verizon reserves the right to discontinue the Affected Services as set forth above.

17. **Entire Agreement.** This Agreement (including Service Attachments and Exhibits referenced herein, and other documents incorporated by reference) constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all other prior or contemporaneous representations, understandings or agreements. Except as otherwise expressly stated herein, no amendment to this Agreement is valid until signed by Customer and accepted by Verizon.
18. **Additional Attachments:** This Agreement incorporates the following Attachment(s):
 - Service Attachment
 - Promotions Attachment

Verizon Business Service Agreement

Services Attachment

Voice Services

LONG DISTANCE VOICE SERVICES

1. Rates and Charges.

1.1. Intra-state Outbound, Inbound (Toll Free) and Calling Card Service. Customer will pay the following per minute rates, which are fixed for the Term of this Agreement, for domestic intra-state outbound (based on origination type), inbound (toll free) usage (based on termination type), and calling card usage (based on switched origination). Other Long Distance rates and charges are set forth in the applicable Tariffs.

State	Rate Per Minute		State	Rate Per Minute	
	Switched & Card, as applicable	Dedicated & Local*		Switched & Card, as applicable	Dedicated & Local*
Alabama	\$0.0884	\$0.0888	Nebbraska	\$0.0887	\$0.0488
Arizona	\$0.1188	\$0.0888	Nevada	\$0.0780	\$0.0881
Arkansas	\$0.1028	\$0.0888	New Hampshire	\$0.0882	\$0.0470
California	\$0.0478	\$0.0848	New Jersey	\$0.0838	\$0.0481
Colorado	\$0.0870	\$0.0848	New Mexico	\$0.1887	\$0.0803
Connecticut	\$0.0880	\$0.0881	New York	\$0.0788	\$0.0488
Delaware	\$0.0881	\$0.0484	North Carolina	\$0.0818	\$0.0888
Florida	\$0.0780	\$0.0848	North Dakota	\$0.1280	\$0.0840
Georgia	\$0.0888	\$0.0888	Ohio	\$0.0828	\$0.0288
Hawaii	\$1.1288	\$0.0888	Oklahoma	\$0.0882	\$0.0887
Idaho	\$0.1188	\$0.0888	Oregon	\$0.0888	\$0.0488
Illinois	\$0.0880	\$0.0880	Pennsylvania	\$0.0888	\$0.0481
Indiana	\$0.0888	\$0.0880	Rhode Island	\$0.0701	\$0.0888
Iowa	\$0.1140	\$0.0888	South Carolina	\$0.0887	\$0.0888
Kansas	\$0.0848	\$0.0881	South Dakota	\$0.1828	\$0.0778
Kentucky	\$0.0708	\$0.0881	Tennessee	\$0.0888	\$0.0484
Louisiana	\$0.0882	\$0.0888	Texas	\$0.0878	\$0.0484
Maine	\$0.0888	\$0.0481	Utah	\$0.0788	\$0.0881
Maryland	\$0.0780	\$0.0881	Vermont	\$0.0818	\$0.0484
Massachusetts	\$0.0888	\$0.0484	Virginia	\$0.0878	\$0.0808
Michigan	\$0.0800	\$0.0880	Washington	\$0.0808	\$0.0824
Minnesota	\$0.0888	\$0.0881	West Virginia	\$0.0808	\$0.0888
Mississippi	\$0.0882	\$0.0888	Wisconsin	\$0.0882	\$0.0300
Missouri	\$0.1280	\$0.0878	Wyoming	\$0.0870	\$0.0447
Montana	\$0.1081	\$0.0881			

*Indicates pricing, where applicable, for those Customers originating/terminating based upon call type for calls over Verizon local service.

1.2. Interstate Outbound, Inbound (Toll Free) Service and Calling Card Service. Customer will pay the following per minute rates, which are fixed for the Term of this Agreement, for domestic interstate outbound usage (based on origination type), inbound (toll free) usage (based on termination type) and calling card usage (based on switched origination). Other Long Distance rates and charges are set forth in the Guide Provisions for Voice Services.

Origination/Termination Type	Rate Per Minute
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Verizon Business Service Agreement

Switched/Card	\$0.0518
Dedicated/Local Network Connection	\$0.0330

- 1.3. International Outbound, Inbound (Toll-Free) and Calling Card Service.** For international outbound and calling card service. Customer will pay the per minute rates, which are fixed for the Term of this Agreement, specified in the Guide provisions relating to Outbound Service (a Voice Service), including Card, usage that originates in the U.S. Mainland, Hawaii, American Samoa and U.S. Virgin Islands, and terminates to mobile telephone in international locations (based on origination type). Customer will pay an additional per-minute surcharge for calls that terminate to mobile telephones in international locations at the rates set forth in the Guide (where applicable). Customers will pay the per minute rates, which are fixed for the Term of this Agreement, specified in the Guide provisions relating to International Toll Free Service usage which originates from the applicable international locations and terminates via switched, dedicated, or local termination in the U.S. Mainland, Hawaii, and the U.S. Virgin Islands.
- 1.4. LD Virtual VoIP Service.** For TDM-based outbound interstate and intrastate Voice service that terminates on Verizon's VoIP (Voice over IP) IP trunks, Customer will pay the Local termination rates set forth above in the section entitled Interstate Outbound Voice Service. (Please note, however, that LD Virtual VoIP Service is only applicable to orders placed on Verizon networks supported by billing platforms internally known as 'Option 2' and 'Option 3'. If Customer's LD Virtual VoIP service order is on a network supported by any other Verizon billing platform, this pricing is not applicable.)
- 2. Discounts.**
- 2.1. Intrastate.** Customer will receive a discount off the intrastate rates listed above.

Service Type	Discount off Per Minute Rate
Intrastate Outbound Long Distance And Calling Card Usage	88.00%
Intrastate Inbound (Toll Free) Usage	33.00%

- 2.2. International Outbound, Inbound (Toll Free) and Calling Card Service.** Customer will receive the following discount off the per minute rates listed in the Guide provisions relating to International Outbound, Inbound (Toll Free) and Calling Card service.

Service Type	Discount off Per Minute Rate
International Outbound Long Distance And Calling Card Usage	10.00%
International Inbound (Toll Free) Long Distance Usage	10.00%

IP Communications Services

IP INTEGRATED ACCESS

- 1. Rates and Charges.** Monthly recurring charges ("MRC"), non-recurring charges ("NRC"), and other charges for VoIP IP Integrated Access Service are set forth below. Rates and charges for VoIP Service that are designated as "fixed for the term" are subject to change if VoIP Service is subjected to regulation by any State, or if Federal regulation of VoIP Service is expanded. VoIP IP Integrated Access Service is available via the A LA CARTE pricing model with Tiered and metered pricing options. Rates and charges for international calls, certain Local features, directory assistance, and related items are set forth in the Guide.

Verizon Business Service Agreement

- 1.1. Tiered Pricing – Simultaneous Calling Capacity Charge.** Customer will pay the following MRC – which is fixed for the Term – per simultaneous calling unit multiplied by the number of simultaneous call units Customer selects. A minimum of one unit must be purchased for each VoIP IP Integrated Access location. Each such simultaneous calling unit includes unlimited intra-enterprise VoIP (VoIP origination and termination within Customer's enterprise) calling, unlimited local calling, and an allotment of inter-enterprise VoIP (termination is non-VoIP and/or outside Customer's enterprise) long distance ("LD") as set forth below. Overage charges will apply as outlined below for minutes in excess of established limits. Minutes cannot be shared between locations (multiple buildings on a campus with a single VoIP connection comprise a single location) nor can they be rolled over from month to month. Calls to international locations can also be made but are billed at metered rates as defined in the Guide.

Service Type	MRC Per Simultaneous Call	Intra-enterprise VoIP mins Included	Local Calls Included	Inter-enterprise VoIP LD Mins Included	BEST	Domestic Long Distance
250 Local and LD	\$26	Unlimited	Unlimited	250	n/a	\$0.025/min
250 Local and LD with BEST	\$36	Unlimited	Unlimited	250	Included	\$0.025/min
750 Local and LD	\$38	Unlimited	Unlimited	750	n/a	\$0.025/min
750 Local and LD with BEST	\$48	Unlimited	Unlimited	750	Included	\$0.025/min
250 LD only	\$12	Unlimited	n/a	250	n/a	\$0.025/min
250 LD only with BEST	\$22	Unlimited	n/a	250	Included	\$0.025/min
750 LD only	\$32	Unlimited	n/a	750	n/a	\$0.025/min
750 LD only with BEST	\$32	Unlimited	n/a	750	Included	\$0.025/min

- 1.2. Metered Pricing - Simultaneous Calling Capacity Charge.** Customer will pay the following MRC – which is fixed for the Term – per simultaneous calling unit multiplied by the number of simultaneous call units Customer selects. A minimum of one (1) unit must be purchased for each VoIP IP Integrated Access location. Each such simultaneous calling unit includes unlimited intra-enterprise VoIP calling (VoIP origination and termination within Customer's enterprise) and unlimited local calling, while all outbound long distance ("LD") inter-enterprise calls (termination is non-VoIP and/or outside Customer's enterprise) will be billed a per-minute charge, as set forth below. Calls to international locations can also be made but are billed at metered rates as defined in the Guide.

Service Type	MRC Per Simultaneous Call	Intra-enterprise VoIP mins Included	Local Calls Included	Inter-enterprise VoIP LD Mins Included	BEST	Domestic Long Distance
Domestic LD and Local	\$25	Unlimited	Unlimited	0	n/a	\$0.025/min
Domestic LD and Local with BEST	\$35	Unlimited	Unlimited	0	Included	\$0.025/min
Domestic LD only	\$7	Unlimited	n/a	0	n/a	\$0.025/min
Domestic LD only with BEST	\$17	Unlimited	n/a	0	Included	\$0.025/min

- 1.3. Change in Simultaneous Call Count.** Customer must maintain its simultaneous call count for at least a 30-day period before requesting a decrease in simultaneous call count.

1.4. Equipment and Transport.

- 1.4.1. In addition to the fees set forth above, Customer will pay the applicable fees (not included here) for the gateway, access or transport service (e.g., port and permanent virtual circuit charges), OPE, or any other services or equipment not explicitly described as part of the A LA CARTE pricing. Such fees will be described in the separate Service Attachment for the attendant service and/or OPE.
- 1.4.2. A LA CARTE pricing does not include Verizon Internet Dedicated, Ethernet, or Private IP Service which must be purchased separately by Customer as transport for use with IP Integrated Access VoIP Service.

Verizon Business Service Agreement

- 1.6. **Service Establishment Fee.** Customer will pay NRCs for service establishment fee as set forth in the VoIP Rates and Charges section of the Guide for VoIP IP Integrated Access below.
- 1.6. **Optional Network Features.** Customer will pay for the optional network features at the following rates, which are fixed for the Term.

Optional Network Feature(s)	MRC
Auto Attendant	\$90/instance ¹
Hybrid Intermediate Package – provides the following telephony features: Call Forwarding; Remote Office; Find Me / Follow Me; Call Blast (an incoming call rings a number of devices simultaneously; also known as “simultaneous ring”).	\$8.50/configured DID user/month
Redirect to Telephone Number – PBX Group Unreachable or Call Forward Unreachable	NRG of \$1.50/DID in a configured PBX/Key group ² plus \$3.00/DID/month in a configured PBX/Key group ²
Verizon Alternate Route Recovery Service (VARRS)	MRC – \$4.00 per simultaneous calling unit ³
<p>1. “Instance” means each menu of options that a caller may choose to access. Each separate listing of touch tone options presented to a caller is considered a separate menu.</p> <p>2. PBX/Key group is defined by groupings of numbers. When Redirect to Telephone Number (PBX Group Unreachable or Call Forward Unreachable) is provisioned on a PBX/Key group, all numbers in that group will be provisioned and billed with the feature.</p> <p>3. While the charge for VARRS is based on the number of simultaneous calling units at each location, if Customer selects to receive VARRS, it will be applied and provisioned for all simultaneous calling units at all Customer locations receiving VoIP IP Integrated Access Service.</p>	

- 1.7. **Supplemental Rates and Charges – VoIP Service.** MRCs, NRCs and other charges applicable to supplemental services for all VoIP Service types are set forth below.

Supplemental Services	Rates and Charges
Installation Expedite Fee	See Administrative NRG rates in the Guide
Dispatch Charge For dispatch of Verizon technician to make Customer-requested changes- charged per occasion.	See Other Charges (Rates and Charges) in the VoIP section of the Guide
Outbound “Off-Net” International Calling	See International Calls (Rates and Charges) in the VoIP section of the Guide
Optional Local Service Features	See Rates and Charges in the VoIP section of the Guide
Direct Inward Dial (DID) Service –	See Other Charges (Rates and Charges) in the VoIP section of the Guide.
On-Site Training	Per a separate Service Attachment for Site Services
CNAM (Caller Name Display)	MRC of \$1.50 per simultaneous call unit

Verizon Business Service Agreement

2. **Discounts.** Customers shall receive the following discount percentage, based on the Term of the Agreement and Customer's AVC, applicable only to the IP Integrated Access BEST and non-BEST Simultaneous Calling Capacity Charges (MRC and Domestic Long Distance rates), Optional Network Feature and DID blocks. To the extent this Service Attachment is amending and/or supplementing an existing Verizon VoIP Service, this discount shall supersede any discounts applicable to VoIP elements in the existing Service Attachment. This discount is not available for any other IP Integrated Access services, charges, or features.

Service Type	Discount
IP Integrated Access	18.00%

3. **Appendix I: Designation of Customer VoIP Administrator(s) with CPNI Authorization.**

Customer Legal Name	
Signature	
Name	
Title	
NASP ID or GUDLINS ID	

A. Administrator Access to CPNI and Designation as CPNI Authorizer for Users. On behalf of itself and its affiliates, the Customer named above, through its authorized representative's signature, hereby designates the individuals listed below or in an attachment containing the same data elements, as VoIP Administrators, with the authority to designate end users authorized to access CPNI of Customer and its affiliates, as specified below (collectively "Administrators") for MCI Communications Services, Inc., d/b/a Verizon Business Services and its affiliates set forth in the Service Publication and Price Guide located at www.verizonbusiness.com/guide (collectively or individually "Verizon").

Administrator Name	
Title	
Tel. No.	
Email	
Postal Address	
	Remove as a VoIP Administrator []
	Add as a VoIP Administrator []

Administrator Name	
Title	

Verizon Business Service Agreement

Tel. No.	
Email	
Postal Address	
	Remove as a VoIP Administrator <input type="checkbox"/>
	Add as a VoIP Administrator <input type="checkbox"/>

Administrator Name	
Title	
Tel. No.	
Email	
Postal Address	
	Remove as a VoIP Administrator <input type="checkbox"/>
	Add as a VoIP Administrator <input type="checkbox"/>

Customer will so designate as Administrators all representatives who are authorized to manage Customer's use of Verizon VOIP service, including through the online applications made available by Verizon to Customer for its use. This designation, and any subsequent additions or removals of Administrators, will be effective within a reasonable period after Verizon has received a signed writing with the content set out above. Administrators are authorized to access the Customer Proprietary Network Information ("CPNI")* of Customer and its affiliates.

B. User Access CPNI via Online Applications. Customer representatives ("Users") designated by Administrators as authorized to access "ICP" (Integrated Communications Package) or other online applications made available by Verizon in connection with VOIP service are also authorized to access the CPNI of Customer and its affiliates through those online applications. This VOIP-specific CPNI access authorization is independent of any general CPNI authorization or deauthorization, and this authorization is not withdrawn by the withdrawal of a general CPNI authorization. In order to withdraw the VOIP-specific CPNI authorization established hereby, a Customer Administrator must permanently withdraw the User(s) access to ICP and all other VOIP-related online applications that may provide access to CPNI.

* CPNI includes information about the quantity, technical configuration, type, destination, location, and amount of use of telecommunications or interconnected voice over Internet Protocol services purchased from Verizon or its affiliates that is made available to Verizon or its affiliates solely by virtue of your relationship with Verizon or its affiliates and related local exchange or toll billing information.

VoIP Plan B

Network Access Services

NETWORK ACCESS

Verizon Business Service Agreement

1. **Rates and Charges.** Customer will pay the monthly recurring charges ("MRC") and one-time charges related to Verizon Business Services III ("VBS III") network access services as follows:
 - 1.1. **Network Services Local Access Services.** Analog Local Access, DS0 (Hubless) Access, T-1 (DS1) Digital Access, DS3 Local Access and SONET Access (collectively known as "Time Division Multiplexor ("TDM") - based access services") are provided pursuant to the Guide provisions relating to Network Services Local Access Services, VBS III. SONET Access is provided on a private carriage basis.
 - 1.2. **Ethernet Services.** Converged Ethernet Access and Ethernet Private Line National ("EPL") Access (collectively known as "Ethernet Access services") are provided pursuant to the Guide provisions relating to Ethernet Services, VBS III. Ethernet Access Services are provided on a private carriage basis.
2. **Discounts.** Customer will receive the following discount percentage off the MRC listed in the Guide for the following types of VBS III TDM-based Network Services Local Access Services.

Service Type	Discount off MRC
Access DS0	20.00%
Access DS1	20.00%
Access DS3	20.00%

Internet Services

INTERNET DEDICATED SERVICES

1. **Rates and Charges.**
 - 1.1. **Monthly Recurring Charges and Non-Recurring Charges.**
 - 1.1.1. Customer will pay the monthly recurring charges ("MRC"), which are fixed for the Term of this Agreement, and the non-recurring charges ("NRC"), for Internet Dedicated Services in the contiguous U.S. (includes Internet Dedicated NxT1 Service, Internet Dedicated T1 Service, Internet Dedicated T3 Service, Internet Dedicated OC3 Service, Internet Dedicated OC12 Service, Internet Dedicated OC48 Service, Internet Dedicated OC192 Service, Internet Dedicated Gige Port Only Service, Internet Dedicated Ethernet Service and Internet Dedicated Fast Ethernet Port Only Service), in Alaska (includes Internet Dedicated NxT1 Service, Internet Dedicated T1 Service, Internet Dedicated T3 Service, Internet Dedicated OC3 Service, Internet Dedicated OC12 Service and Internet Dedicated OC48 Service) ("Internet Dedicated Services") and attendant options listed, as applicable, in the Guide for Verizon Business Services III. Additional charges are also set forth in the Guide for Verizon Business Services III.
 - 1.1.2. Installation may be scheduled between the hours of 8AM and 7PM ET Monday through Friday (excluding holidays). If Customer requires installation outside of these hours, Verizon will charge an additional \$800 fee.
2. **Discounts.** Customer will receive the following discounts off the MRC set forth in the Guide for VBS III, except as otherwise specified:

Service Type	Discount off MRC
Internet Dedicated T1	52.00%
Internet Dedicated NxT1 MLFR	52.00%
Internet Dedicated T3	52.00%
Internet Dedicated OC3	52.00%
Internet Dedicated OC12	52.00%
Internet Dedicated OC48	52.00%
Internet Dedicated Gige Port Only	52.00%
Internet Dedicated Ethernet	52.00%
Internet Dedicated Fast Ethernet	52.00%

Verizon Business Service Agreement

Customer Premises Equipment

VOICE AND DATA EQUIPMENT AND RELATED SERVICES

1. **Rates and Charges.** Customer will pay all charges for the System and CPE Services as set forth on the applicable quote or SOW, subject to additions and deductions made by written Change Order(s). System and CPE Services rates and charges do not contribute to the annual volume commitment ("AVC") of the Agreement or any other minimum purchase requirement. Terms not defined herein are defined pursuant to the Agreement.
 - 1.1. **Service Provider.** The products and services under this Voice and Data Equipment and Related Services Attachment (the "CPE Service and System Terms") and any related Statements of Work ("SOW") are provided by the entities indicated in the applicable quote (referred to herein, individually and collectively, as "Verizon") except as otherwise explicitly noted.
 - 1.2. **Quoted Charges.** Customer will pay the charges stated on Verizon's documentation of an order for a System or CPE Services provided that the charges are current. Unless otherwise specified in a schedule to these CPE Services and System Terms, "current" means the charges were first quoted within 45 days of the order's submission.
 - 1.3. Customers ordering Maintenance Service for Systems not currently under Maintenance Service may be subject to re-Initiation fees.
2. **Terms and Conditions.**
 - 2.1. **Orders/Changes In/Additions to Systems.**
 - 2.1.1. **Orders.** Customer may order CPE Services or a System, or make a change to an order for CPE Services or a System as specified below. For purposes of this section, writings include email and other electronic forms.
 - 2.1.1.1. **Signed orders:** Customers may order CPE Services or a System through a signed writing. Verizon may accept electronic writings and electronic signatures at its discretion.
 - 2.1.1.2. **Unsigned orders:** In addition to the above, for Orders (as defined below) placed to Verizon, Customer may order CPE Services or a System, or make a change to an order for CPE Services or a System orally or by an unsigned writing (collectively, inclusive of signed orders, an "Order"), if the Order is confirmed. Customer is bound by Verizon documentation of an Order that has been confirmed the same as it would be to an Order the Customer has signed. An Order or Change Order (defined below) is deemed confirmed if (a) Verizon sends to Customer written documentation of each specific item of the CPE Service or a System ordered, its current price, and the Customer location, and (b) Customer does not promptly notify Verizon that the documentation is not correct. A Customer purchase order or similar document is evidence only of Customer's intention to purchase CPE Services or a System. Except for provisions evidencing an intent to be bound by the terms and conditions of an agreement between Customer and Verizon, the terms and conditions of a Customer purchase order or similar document will be disregarded and have no force or effect; instead, the terms and conditions of the Agreement and these CPE Services and System Terms between Customer and Verizon will govern.
 - 2.1.2. **Change Orders.** In addition to the Section entitled "Orders" above:
 - 2.1.2.1. Verizon will comply, to the extent it deems feasible and reasonable, with any proposed changes in the System or CPE Services under these CPE Services and System Terms or any applicable SOW ("Change Orders"). No Change Order will become effective, and no changes in the System or CPE Services will be initiated, until the Change Order is accepted by Verizon. Change Orders are accepted by the same process as Orders are agreed to and executed by Customer and Verizon.
 - 2.1.2.2. If changes result in an increase or decrease in charges or time needed for performance, such adjustments will be reflected in a written Change Order.

Verizon Business Service Agreement

Promotions Attachment

RVP CHECKBOOK - MONTHLY OPTION V2.0 (3-5 YEAR TERM)

Subject to the Conditions below, a Customer signing a new Verizon Business service agreement ("Agreement") for eligible services will receive a credit equal to 15% of the Total Contract Volume Commitment, defined as the Annual Volume Commitment multiplied by the number of years in the Initial Term of the Agreement (the "Checkbook Credit").

Customer will receive 1/36th of the total credit on a monthly basis, with the first credit in the third month following the Effective Date of the Agreement. The amount received in the third month also will include the credit amounts for months one and two. Thereafter, Customer will receive equal portions of the credit for months 4 through 36 of the Initial Term of the Agreement.

Conditions

1. This promotion must be included in the signed Agreement, under which Customer subscribes to one or more of the services specified in the Guide description of this promotion, which is submitted by January 31, 2014.
2. The maximum cumulative credit that Customer may receive under this promotion is \$250,000.
3. The Checkbook Credit may not be applied against taxes, charges for unauthorized calls, prior outstanding balances owed to Verizon, termination or underutilization charges associated with term plans or program commitments, or disputed charges.
4. The benefits of this promotion may not be used in conjunction with the following promotions: Checkbook 2004, Regional Checkbook 2004, Checkbook 2008 Monthly Option, Regional Checkbook 2008 Monthly Option, Checkbook Single Credit Option, RVP Checkbook, RVP Checkbook - Monthly Option, Contract Renewal, and Fund Promotion - CPE, Professional & Security Services v2.0
5. If Customer terminates the Agreement prior to the time the next Checkbook Credit is to be applied, Customer will not be eligible for that month's Checkbook Credit and any unused credit amount at the time of termination is forfeited.
6. The Checkbook Credit may only be applied against invoices for services provided under the Agreement by MCI Communications Services, Inc. d/b/a Verizon Business Services; MCI Metro Access Transmission Services, LLC. d/b/a Verizon Access Transmission Services; MCI Metro Access Transmission Services of Virginia, Inc. d/b/a Verizon Access Transmission Services of Virginia; or MCI Metro Access Transmission Services of Massachusetts, Inc. d/b/a Verizon Access Transmission Services of Massachusetts.
7. Additional conditions may be set out in the Guide.

INTERNET DEDICATED BUNDLED PPO T1 & NxtT1 SELECT - VI PROMOTION

Subject to the Conditions below, Customers ordering Verizon's Internet Dedicated Service T1 Price Protected Option ("PPO") or NxtT1 MLFR circuits under this promotion ("Promotional Circuit") will receive the following promotional MRC from the pricing table shown below (which also includes the MRC for a local T1 access loop in addition to the Internet Dedicated circuit) and waiver of related standard installation charges as shown below for each Promotional Circuit and associated local T1 access loop, as applicable, for the remaining Term of the Agreement, based on the length of the Term Customer committed to in the Agreement:

Verizon Business Service Agreement

Circuit Type	Standard Installation**	Local T1 Access Location*	1 Year Term MRO	2 Year Term MRO	3+ Year Term MRO
PPO T1	Waived	Included	\$379	\$349	\$339
2xT1	Waived	Included	\$758	\$698	\$678
3xT1	Waived	Included	\$1,137	\$1,047	\$1,017
4xT1	Waived	Included	\$1,516	\$1,396	\$1,356

* Provided via an "MDI Legacy Company" as defined in the Guide.

** Includes both port and access install charges.

Conditions Of Eligibility

1. The following are eligible for this promotion:
 - a. New Promotional Circuits installed after this promotion is included in the Agreement
 - b. Existing Promotional Circuits being renewed under a new Agreement term with this promotion included in the Agreement.
 - c. Upgrades to a Promotional Circuit type installed after this promotion is included in the Agreement
2. The Promotional Circuit must be located entirely:
 - a. Within the 48 contiguous states
 - b. Within the selected CLLI areas set forth within the Guide for this promotion
3. Eligible CLLI locations are defined in the Service Publication and Pricing Guide and are subject to change.
4. Promotion must be included in the Customer's agreement signed and submitted by July 31, 2013.
5. Verizon will determine the local access loop provider.
6. Promotional Circuits receiving the benefits of this promotion may not receive the benefits of the following promotions: On The Network IV Lit Building Access, Reach The Network Tiered Access, On The Network V Lit Building Access, On The Network V Cross Connect, On the Network V Cross Connect v2.0, Internet Dedicated Bundled PPO T1 & NxT1 Select I, Internet Dedicated Bundled PPO T1 & NxT1 Select II, Internet Dedicated T1 & NxT1 Select III, Internet Dedicated T1 & NxT1 Select IV, Internet Dedicated T1 & NxT1 Select V and Internet Dedicated T1 & NxT1 Port Only and Verizon Loyalty Plus Promotions. This promotion supersedes the terms and conditions of the Internet Dedicated Bundled PPO T1 & NxT1 Select I, Internet Dedicated Bundled PPO T1 & NxT1 Select II, Internet Dedicated Bundled PPO T1 & NxT1 Select III, Internet Dedicated Bundled PPO T1 & NxT1 Select IV and the Internet Dedicated T1 & NxT1 Select V promotions for any new Promotional Circuits or upgrades to a Promotional Circuit that would otherwise have received the promotional benefits under such promotions.
7. Unless stated otherwise, promotional rates/discounts are in lieu of all other discounts.

Verizon Business Service Agreement

8. Customer commits to paying for the Promotional Circuit for the lesser of a minimum of 1 year from the circuit's original Service Activation Date or the length of time remaining on Customer's Term commitment ("Commitment Period"). If Customer terminates any Promotional Circuit ordered under this promotion before the Commitment Period has expired, except for termination for Cause, such termination shall not be effective until 30 days after Company receives written notice of termination ("Termination Date"). In addition to paying all accrued but unpaid charges for the terminated Promotional Circuit incurred through the Termination Date, for each Promotional Circuit terminated Customer will be required to pay, within 30 days after such Termination Date: (a) an amount equal to 75 percent of the monthly recurring charges remaining in the Commitment Period, if any; plus (b) all fees or early termination fees imposed by the access line provider, if any; plus (c) a pro rata portion of any and all credits received by Customer. However, these early termination charges will not apply if Customer terminates a Promotional Circuit to upgrade to a higher-bandwidth, replacement Verizon service and Customer commits to paying for such upgraded Verizon service for a period at least as long as the remainder of the original Commitment Period. In no event will Customer's total termination liability exceed the full contract value of the terminated Promotional Circuit.

NEW SERVICE CPE CREDIT PROMOTION (2 YEAR MINIMUM TERM AGREEMENT)

Subject to the conditions below, a Customer with a two-year master agreement Term commitment that simultaneously orders the types of Verizon Internet Dedicated, Private IP, or Interstate DS1 US Private Line Service/circuit types listed below along with the associated eligible Customer Premises Equipment ("CPE") (each, including CPE, referred to as a "Promotional Circuit") and enrolls that Promotional Circuit in this promotion will receive a one-time per circuit invoice credit set forth in the table below for that Promotional Circuit. The credit will be applied within the first two billing cycles following the Service Activation Date for each such Promotional Circuit ordered.

Eligible Services (must be sold with router*)	Invoice Credit per Promotional Circuit
Internet Dedicated Ethernet • Tiered (10Mbps - 100 Mbps) • Burstable Select 80 Mbps (10 through 40 Mbps) • Burstable Select 100 Mbps (10 through 80 Mbps)	\$1,800
Internet Dedicated T1** (PFO T1 - 1.5Mbps)	\$450
Internet Dedicated NxT1** (3Mbps - 12Mbps)	\$2,000
Internet Dedicated T3** (5Mbps - 10Mbps)	\$800
Internet Dedicated T3** (11Mbps - 20Mbps)	\$1,800
Internet Dedicated T3** (21Mbps - 45Mbps)	\$3,000
Internet Dedicated T3** Price Protected (45Mbps)	\$3,000
Private Line DS1	\$500
Private IP Port*** (1.5Mbps)	\$800
Private IP Port*** (3Mbps to 100Mbps)	\$750
* Eligible CPE is limited to routers sold strictly for the purpose of connecting to the eligible network service at the customer's premises. CPE must be ordered from Verizon at the same time as the network service circuit is ordered.	
** Internet Dedicated Access (IDA) Burstable and Internet Dedicated Ethernet Burstable service types are not eligible. Internet Dedicated Access circuits sold with Router as "transport"	

Verizon Business Service Agreement

for Voice Over IP (VoIP) (A LA CARTE only) are eligible.
 *** Eligible Private IP port speeds may be sold with TDM or Ethernet Access.

Conditions

1. New circuits are eligible for this promotion.
2. Existing circuits that are upgraded to a port/circuit type/speed specified above must have been installed a minimum of 12 months prior to the upgrade to qualify for this promotion.
3. To receive the benefits of this promotion, each Promotional Circuit must be active, with no pending cancellation request, at the time the credit is applied.
4. The Promotional Circuit must be located entirely within the U.S. Mainland.
5. The promotion must be included in the Agreement signed and submitted by October 31, 2013.
6. Eligible Circuits and CPE must be ordered by November 30, 2013.
7. Customer commits to paying for the Promotional Circuit for a minimum of one year from the circuit's original Activation Date ("Commitment Period"). If Customer terminates a Promotional Circuit ordered through this promotion before the end of the Commitment Period, Customer will incur an early termination charge of (i) 75% of the applicable monthly recurring charges for the Internet Dedicated, Private IP or Private Line Service, as applicable, multiplied by the number of months remaining in the Commitment Period, if any; plus (ii) all fees or early termination fees imposed by the access line provider, if any; plus (iii) a pro rata portion of any and all credits received by Customer. However, these early termination charges will not apply if Customer terminates a Promotional Circuit to upgrade to a higher-bandwidth, replacement Verizon service, and Customer commits to paying for such upgraded Verizon service for a period at least as long as the remainder of the original Commitment Period. In no event will Customer's total termination liability exceed the full contract value (including Verizon's full CPE charges which otherwise would have been credited) of the terminated Promotional Circuit.
8. Orders may be expedited, but standard expedite fees must be paid.
9. Promotional Circuits receiving the benefits of this promotion may not receive the benefits of the following promotions: New Service Incentive, Internet T1 Free CPE, Internet NxT1 Free CPE and New Service CPE Rebate Promotions.
10. Special Customer Arrangements are not eligible for this promotion.

GENERAL INSTALLATION WAIVER PROMOTION - V8.0

Subject to the Conditions below, Verizon will waive the standard non-recurring installation or start-up charges for eligible services in the table below (or in the case of Local Service-CLEC, the non recurring charges of the types listed in the table below) and for related local loop access service (if any) provided under a Customer's master service agreement ("Agreement") by MCI Communications Services, Inc. d/b/a Verizon Business Services; MCImetro Access Transmission Services, LLC d/b/a Verizon Access Transmission Services; MCImetro Access Transmission Services of Virginia, Inc. d/b/a Verizon Access Transmission Services of Virginia; or MCImetro Access Transmission Services of Massachusetts, Inc. d/b/a Verizon Access Transmission Services of Massachusetts, as applicable.

Eligible Services	Exclusions To Eligible Services (without limitation)
Network Services Local Access Services -	• OCN and Higher

Verizon Business Service Agreement

DS0, DS1 and DS3 only	<ul style="list-style-type: none"> • International Network Access Local Access • Cross Border Leased Line Service • NRCs for special construction and network diversity
Ethernet Access – Types 1, 2, 9 & Standard	<ul style="list-style-type: none"> • Ethernet Access Type 4- Type 1 Ethernet Access with circuit facilities assignment- Type 8 Ethernet Access with circuit facilities assignment
Enterprise Mobility as a Service – service activation charge only	<ul style="list-style-type: none"> • Destination Management Service • Network Access Identifier (“NAI”) Service
Ethernet Private Line - National, Metro and Access only	<ul style="list-style-type: none"> • Ethernet Private Line (International)
Ethernet Virtual Private Line (EVPL) – CPA - based - National & Metro only	<ul style="list-style-type: none"> • Ethernet Virtual Private Line (International)
Global Private Line Services – Global Data Link, International Private Line (IPL Half Circuit, IPL OSS and IPL Full Circuit)	
Internet Dedicated - T1, NxT1 and T3 only	<ul style="list-style-type: none"> • Internet Dedicated OOS and Higher • Internet Dedicated Ethernet • Internet Dedicated Fast Ethernet • Internet Dedicated GigE • Cross Connection Charges
Long Distance (Domestic and International) – Inbound and Outbound Access	<ul style="list-style-type: none"> • Features (Packages and Ala Carte) • TF/OA Listing • ITFS Service Fees • UFN Registration
Local Service - OLEO - (Facilities based and UNE-P) Includes: <ul style="list-style-type: none"> • Account Setup • Account Charges (including moves, changes, additions and billing record changes) • Line Connection Charges (Local Line, Local Trunk-Basic, Local Trunk DID, Local Trunk 2 way Direct) • Direct Inward Dialing (DID)/2 way Direct Installation for blocks of DID/2 way direct numbers • Non-recurring charges for Local (SDN-PR) T1 Installation and optional features • Selective Call Screening non-recurring charge • Non-recurring charges for Optional Features • Additional Telephone Number Listing (set up charge) • Alternative Call Listing (set up charge) • Restoration charges (customer and company charges on the rate calculator) • Toll Restrictions (set up charge) • Call Assistance Install (set up charge) • Voicemail - NUIS (National Unified Message Service) 	<ul style="list-style-type: none"> • Disaster Recovery • Expedite fees • Non-Listing/Non- Published Service • Telecommunications Service Priority • Usage charges • Monthly Recurring Charges • Surcharges • Charges Imposed by third parties • Includes access, egress, jack, or wiring charges • All Governmental Charges
Private IP (Domestic and International)	<ul style="list-style-type: none"> • Private IP Satellite Access • Private IP - Dynamic Bandwidth Maintenance feature • Private IP - Geographic Gateway and Router Diversity features) • Cross Connection Charges
Private IP Layer 2	

Verizon Business Service Agreement

Secure Gateway - Universal Port only	<ul style="list-style-type: none"> • Secure Gateway Hardware Client • Secure Gateway Management Only • Secure Gateway Out Of Band Modem • Secure Gateway Firewall (Custom)
U.S. Private Line	
Virtual Private LAN Service (VPLS)	

Conditions:

1. The promotion must be included in Customer's Agreement, signed and submitted by July 31, 2013.
2. Only new circuits (or equivalent service units) and existing circuits (or equivalent service units) that are upgraded to an eligible port type/speed are eligible for this promotion.
3. Customer commits to paying for the new circuit (or equivalent service unit) of the eligible service to which the benefits of this promotion apply (such a "Promotional Circuit") and the associated local access loop, for a minimum of one year. Customers who terminate any Promotional Circuit or the associated local access loop before one year will be billed and required to pay all charges otherwise waived under this promotion.
4. Orders may be expedited, but applicable expedite fees must be paid.
5. Subject to the restrictions below for Ethernet Access, Customer will receive this promotional waiver benefit on any eligible service provided under this promotion during the Term of the Agreement. For Ethernet Access, Customer will receive this promotional waiver benefit for the charges specified as waived in the pricing sections of the Guide terms for Ethernet Access. Other charges, including without limitation other non-recurring charges, install or labor charges, project and professional services charges usage charges, monthly recurring charges, expedite charges, change charges, surcharges, any charges imposed by third parties (including access, egress, jack, or wiring charges), taxes or fee-like surcharges, or other Governmental Charges will not be waived.

EXHIBIT 4

From: dick.holland@farmersbankva.com
To: invoiceinquiry@verizon.com
Cc: riena.igot@verizon.com
Subject: Re: Resolution |FARMERS BANK| 6000081542X26, |INQ2015102671964
Date Time: 20/Nov/2015 18.42.18

Thanks so much for all your work to get this done. Hope you have a great weekend
Dick

Sent from my iPhone

> On Nov 20, 2015, at 6:29 PM,
<INVOICEINQUIRY@VERIZON.COM><INVOICEINQUIRY@VERIZON.COM>wrote:

>

> Dear Dick,

>

> I have completed your refund request, ticket INQ2015102671964 for the credit balance in the amount of \$15,708.66 billing on account 6000081542X26 to be sent to PO Box 285 50 East Windsor Blvd Windsor, VA 23487.

>

> Your refund was approved and a check was cut on November 18, 2015. The check number is 5017923. This was sent to you overnight tracking number 7817 4852 1980.

>

>

> Please let me know if you have any remaining questions related to this refund or have any additional issues/concerns that I might address.

>

>

> You may receive a brief one minute email survey in the next several days from Verizon requesting your evaluation of your experience with this transaction. The ticket number in the subject line of this request will be referenced in the survey.

>

>

> Thank you for choosing Verizon.

>

>

> Riena P. Igot

> Analyst – Billing and Customer Care | Verizon Enterprise Solutions

> 1-800-284-2991 Ext 1767

>

> We've created a short tutorial to show you how to submit a new inquiry or obtain status of existing inquiries online. If you are not already registered, simply click the "enroll now" button to register.

>
>
>
> -----

>
> From: dick.holland@farmersbankva.com
> To: invoiceinquiry@verizon.com
> Cc:
> Subject: RE: Update |FARMERS BANK| 6000081542X26, |INQ2015102671964
> Date Time: 18/Nov/2015 17.21.17

>
> Thanks for your assistance

>
>
>
> From: invoiceinquiry@verizon.com [mailto:invoiceinquiry@verizon.com]
> Sent: Tuesday, November 17, 2015 11:16 PM
> To: dick.holland@farmersbankva.com
> Cc: riena.igot@verizon.com
> Subject: Update |FARMERS BANK| 6000081542X26, |INQ2015102671964

>
> Dear Dick,

>
> I am continuing to process your inquiry under ticket INQ2015102671964 for the credit balance in the amount of \$15,708.66 billing on account 6000081542X26.

>
> Your refund was already approved on November 17, 2015 and currently waiting for the check number information. Once this is obtained you will receive your refund check within 10-15 days. I will monitor the check generation and will provide update on or before November 24, 2015.

>
>
> If you have any questions, please contact me directly.

>
>
> Thank you,

>
> Riena P. Igot
> Analyst – Billing and Customer Care | Verizon Enterprise Solutions
> 1-800-284-2991 Ext 1829

>
> We've created a short tutorial to show you how to submit a new inquiry or obtain status of existing inquiries online. If you are not already registered, simply click the "enroll now" button to register

>
>
>
> -----

>
> From: dick.holland@farmersbankva.com
> To: invoiceinquiry@verizon.com
> Cc:

> Subject: RE: Update |FARMERS BANK| 6000081542X26, |INQ2015102671964

> Date Time: 12/Nov/2015 09.38.32

>

> Thanks for your help

>

>

>

> From: invoiceinquiry@verizon.com [mailto:invoiceinquiry@verizon.com]

> Sent: Tuesday, November 10, 2015 10:54 PM

> To: dick.holland@farmersbankva.com

> Cc: riena.igot@verizon.com

> Subject: Update |FARMERS BANK| 6000081542X26, |INQ2015102671964

>

> Dear Dick,

>

> I am continuing to process your inquiry under ticket INQ2015102671964 for the credit balance in the amount of \$15,708.66 billing on account 6000081542X26.

>

> This refund request is currently pending to our Accounts Payable department for their review and approval; once this is obtained you will receive your refund check within 10-15 days. I already expedited this request.

>

> I will monitor this refund request and will provide another update on or before November 17, 2015 or once the refund will be approved.

>

> If you have any questions, please contact me directly.

>

>

> Thank you,

>

> Riena P. Igot

> Analyst – Billing and Customer Care | Verizon Enterprise Solutions

> 1-800-284-2991 Ext 1829

>

> We've created a short tutorial to show you how to submit a new inquiry or obtain status of existing inquiries online. If you are not already registered, simply click the "enroll now" button to register.

>

>

> -----

>

> From: dick.holland@farmersbankva.com

> To: invoiceinquiry@verizon.com

> Cc:

> Subject: RE: Update |FARMERS BANK| 6000081542X26, |INQ2015102671964

> Date Time: 03/Nov/2015 15.41.48

>

> Thanks so much

>

>

>

> From: invoiceinquiry@verizon.com [mailto:invoiceinquiry@verizon.com]

> Sent: Tuesday, November 03, 2015 3:10 PM

> To: dick.holland@farmersbankva.com

> Cc: bill.bailey@farmersbankva.com; kristy.dejarnette@farmersbankva.com; patty.allen@farmersbankva.com; erin.park@farmersbankva.com; kelleycholland@gmail.com

> Subject: Update |FARMERS BANK| 6000081542X26, |INQ2015102671964

>

> Dear Dick,

>

> This refund request is currently pending to our Accounts Payable department for their review and approval; once this is obtained you will receive your refund check within 10-15 days. I already expedited this request.

>

> I will monitor this refund request and will provide another update on or before November 10, 2015 or once the refund will be approved.

>

> If you have any questions, please contact me directly.

>

>

> Thank you,

>

> Riena P. Igot

> Analyst – Billing and Customer Care | Verizon Enterprise Solutions

> 1-800-284-2991 Ext 1829

>

> We've created a short tutorial to show you how to submit a new inquiry or obtain status of existing inquiries online. If you are not already registered, simply click the "enroll now" button to register.

>

>

> -----

>

> From: dick.holland@farmersbankva.com

> To: invoiceinquiry@verizon.com

> Cc:

bill.bailey@farmersbankva.com,kristy.dejarnette@farmersbankva.com,patty.allen@farmersbankva.com,erin.park@farmersbankva.com,kelleycholland@gmail.com

> Subject: RE: Update |FARMERS BANK| 6000081542X26, |INQ2015102671964

> Date Time: 03/Nov/2015 10.18.38

>

> Ms. Igot,

> Thanks for your email and guidance. We will process the check appropriately. Do you have a firm date for sending the check?

> Dick

>

>

>

> From: invoiceinquiry@verizon.com [mailto:invoiceinquiry@verizon.com]

> Sent: Monday, November 02, 2015 8:28 PM

> To: dick.holland@farmersbankva.com

> Cc: bill.bailey@farmersbankva.com; kristy.dejarnette@farmersbankva.com; patty.allen@farmersbankva.com; erin.park@farmersbankva.com; kelleycholland@gmail.com

> Subject: Update |FARMERS BANK| 6000081542X26, |INQ2015102671964

>

> Dear Richard,

>

> Yes, you are correct this is the amount to be reimbursed to check.

>
> With regard to your additional query, the refund check will go through whatever your process is for depositing the check. It all depends on the size of the business. Most have stamps that will be used or electronic processing capabilities.

>
> If you have any questions, please contact me directly.

>
>
> Thank you,

>
> Riena P. Igot
> Analyst – Billing and Customer Care | Verizon Enterprise Solutions
> 1-800-284-2991 Ext 1829

>
> We've created a short tutorial to show you how to submit a new inquiry or obtain status of existing inquiries online. If you are not already registered, simply click the "enroll now" button to register.

>
>
>
> -----

>
> From: dick.holland@farmersbankva.com
> To: invoiceinquiry@verizon.com
> Cc:
bill.bailey@farmersbankva.com,kristy.dejarnette@farmersbankva.com,patty.allen@farmersbankva.com,erin.park@farmersbankva.com,kelleycholland@gmail.com
> Subject: RE: Update |FARMERS BANK| 6000081542X26, |INQ2015102671964
> Date Time: 30/Oct/2015 15.19.32

>
> Ms. Igot,

>
> You are mistaken, this is not to be a credit balance, it is to be reimbursed in the form of a check. That was made clear with your people over four months ago.

>
> Thanks you for your efforts to get this through approval and processing. Please do not apologize for any inconvenience as you have not touched this to date, but this whole matter has been a terrible inconvenience and problem. I must tell you that we have been waiting fourteen months to get this back. We had to front the cost of a work around because your technicians could not fix a 911 issue causing us a significant security risk, with a promise from Verizon in email format that we would promptly be reimbursed. The check never came and I am still skeptical it will arrive now. I firmly believe if I had not pushed and at times gotten tough with your people it would never have gotten this far. It appeared it was Verizon's intention to kept what was rightfully ours and promised to us. This speaks so poorly of your company.

>
> I further want to ask that when we receive this check what will we be required to sign. We are at odds with Verizon over two other matters that I firmly believe requires additional restitution. If I am asked to sign something giving up any future rights for collection I will not do it.

>
> Again, this refund was promised fourteen months ago and we will accept it signing no conditions.

>
> I would ask when do you think this will arrive. I fail to understand the length of the process. It was promised ten months ago and again in June.

>

> Dick Holland

>

>

>

> From: invoiceinquiry@verizon.com [mailto:invoiceinquiry@verizon.com]

> Sent: Friday, October 30, 2015 2:17 PM

> To: dick.holland@farmersbankva.com

> Cc: erin.park@farmersbankva.com; kristy.dejarnette@farmersbankva.com; patty.allen@farmersbankva.com; bill.bailey@farmersbankva.com

> Subject: Update |FARMERS BANK| 6000081542X26, |INQ2015102671964

>

> Dear Richard,

>

> I am continuing to process your refund under ticket INQ2015102671964 for the credit balance in the amount of \$15,708.66 billing on account 6000081542X26 to be sent to PO Box 285 50 East Windsor Blvd Windsor, VA 23487.

>

> Thank you for your response. I have submitted this request to our Accounts Payable department for their review and approval; once this is obtained you will be notified if the credit balance is due for a refund. I have requested this to be expedited.

>

> I will monitor this refund request and will provide another update on November 6, 2015 or once I receive a response from them.

>

> I apologize for any inconvenience that this has caused you and if you have any questions, please contact me directly.

>

>

> Thank you,

>

> Riena P. Igot

> Analyst – Billing and Customer Care | Verizon Enterprise Solutions

> 1-800-284-2991 Ext 1829

>

> We've created a short tutorial to show you how to submit a new inquiry or obtain status of existing inquiries online. If you are not already registered, simply click the "enroll now" to register.

> -----

>

> From:

> To:

> Cc:

> Subject:

> Date Time:

>

> undefined

EXHIBIT 5



David L. Haga
Assistant General Counsel

1320 N. Courthouse Road
9th Floor
Arlington, VA 22201

david.haga@verizon.com
T 703.351.3065
F 703.276.9664

October 13, 2016

VIA ELECTRONIC AND U.S. MAIL

Stephen G. Test
Kelley Holland
Williams Mullen
222 Central Park Avenue, Suite 1700
Virginia Beach, VA 23462

Re: Farmers Bank v. Verizon Business Network Services Inc. and MCI
Communications Services, Inc. d/b/a Verizon Business Services (Proceeding
No. 16-211; Bureau ID No. EB-16-MD-002)

Dear Steve and Kelley:

Following the filing of the formal complaint ("Complaint") in the above-referenced matter, Verizon conducted an extensive review of Farmers Bank's billing and accounts based on the issues raised in the Complaint and the parties have engaged in settlement discussions in an attempt to reach a resolution of this matter. To date, the parties have not been able to reach a global resolution.

Nevertheless, in an effort to resolve certain of the damages claims set forth in the Complaint and narrow the issues in dispute before the Federal Communications Commission, Verizon this week has processed certain credits to Farmers Bank's accounts. Those credits total **\$52,953.77**, and specifically include the following:

Amounts related to the September 2015 "Independent VoIP System Solution"
(Complaint ¶¶ 129-35) that was not implemented:

- Credit to Bill Payer ID Account No. Y2743074 to cover the Annual Underutilization Charge assessed in the October 10, 2015 invoice (Complaint ¶¶ 146-49) in the amount of **\$7,645.55**. Along with posting credit on the account to zero out this balance, Verizon has taken steps to ensure that there are no outside collection agency attempts for this amount and no further invoices for this charge will be generated.
- Credit to Account No. U153505 in the amount of **\$4,979.05**. Farmers Bank did not pay this amount and the credit zeroes out the associated balance. No further invoices for this account will be generated.
- Credit to Account No. U153501 in the amount of **\$3,281.36**. Farmers Bank did not pay this amount and the credit zeroes out the associated balance. No further invoices for this account will be generated.

- Credit to Account No. U153504 in the amount of **\$3,105.65**. Farmers Bank did not pay this amount and the credit zeroes out the associated balance. No further invoices for this account will be generated.

Credits applied to Account No. 6000081542x26 (all credits should appear on the November 1, 2016 invoice):

- Credit for customer premises equipment ("CPE") associated with initial installation of VOIP service (Complaint ¶ 47) – **\$1,522.07**;
- Credit for multiple vendor (BCS) charges identified in Complaint (¶¶ 35, 77, 95, 98-99) and for BCS charges for the August 12, 2016 onsite visit – **\$8,622.74**;
- Credit for all amounts billed for VoIP services after the facilities were installed but before the service was fully implemented in May 2014 – **\$6,722.22**;
- Credit for all amounts billed on this VoIP account number after services were moved to new account – **\$10,757.34**; and
- Underutilization charge of **\$6,317.79** appearing on October 1, 2016 invoice.

The above-referenced credits are being issued without any admission of liability, and shall not be construed as a waiver by either party of any legal or equitable rights or remedies, all of which are expressly reserved.

For credits that exceed any balance on the associated account – i.e., credits that are posted to Account No. 6000081542x26 and are not zeroing out a balance – Farmers Bank can request that the credit be provided as a refund check. In order to receive a refund check, Verizon's policy is that the customer will need to request as much in writing (either via email or a letter on company letterhead), specifying to whom and to what address the check should be sent.

Please let me know if you have any questions.

Sincerely,



David Haga

EXHIBIT 6



500 TECHNOLOGY DR., STE 870
 WELDON SPRING MO 63304

CUSTOMER SERVICE 1-800-319-9565
 CREDIT/COLLECTIONS 1-888-807-8323

Account Number: 6000083824 X26

To view and pay your invoice online visit
<https://enterprisecenter.verizon.com>

Invoice Number: 60000838241503
 Invoice Date: 04/01/2015
 Region/Loc: WBS/GAC
 6000083824 X26 C30 00000 B
 FARMER'S BANK
 3100 GODWIN BLVD
 SUFFOLK VA 23434-7120

Statement Summary

Current Usage Charges	\$0.04	
Current Monthly Recurring Charges	\$534.31	
Current Non-Recurring Charges	\$275.00	
Minimum Usage Charge	\$0.00	
Late Payment Charge	\$0.00	
Sub-Total Current Charges	\$809.35	
Federal Excise Tax	\$0.00	
State and Local Taxes	\$31.67	
Federal, State and Local Surcharges	\$47.61	
Federal Universal Service Fee (FUSF)	\$63.16	
Total Taxes/Surcharges	\$142.44	
Total Current Charges.....		\$951.79
Previous Balance	\$0.00	
Payments Received - Thank You	\$0.00	
Adjustments	\$0.00	
Total Previous Balance.....		\$0.00
Total Amount Due		\$951.79

Please return this portion upon receipt to ensure proper credit

Account Number:	6000083824 X26	Total Due	Amount Enclosed
Invoice Number:	60000838241503	\$951.79	

Please mail correspondence to:
 VERIZON BUSINESS
 PO BOX 31307
 SALT LAKE CITY UT 84130-1307

FARMER'S BANK
 3100 GODWIN BLVD
 SUFFOLK VA 23434-7120

Verizon Business
 P.O. BOX 660072
 DALLAS TX 75266-0072

60000838244 20150331 000095179026000



500 TECHNOLOGY DR., STE 870
WELDON SPRING MO 63304

CUSTOMER SERVICE 1-800-319-9565
CREDIT/COLLECTIONS 1-888-807-8323

Account Number: 6000083824 X26

To view and pay your invoice online visit
<https://enterprisecenter.verizon.com>

Invoice Number: 60000838241505
Invoice Date: 06/01/2015
Region/Loc: WBS/GAC
6000083824 X26 C30 00000 B
FARMER'S BANK
3100 GODWIN BLVD
SUFFOLK VA 23434-7120

Statement Summary

Current Usage Charges	\$0.00	
Current Monthly Recurring Charges	\$943.25	
Current Non-Recurring Charges	\$20.00	
Minimum Usage Charge	\$0.00	
Late Payment Charge	\$32.01	
 Sub-Total Current Charges	 \$995.26	
Federal Excise Tax	\$0.00	
State and Local Taxes	\$56.01	
Federal, State and Local Surcharges	\$57.23	
Federal Universal Service Fee (FUSF)	\$106.49	
Total Taxes/Surcharges	\$219.73	
Total Current Charges.....		\$1,214.99
Previous Balance	\$2,148.16	
Payments Received - Thank You	\$0.00	
Adjustments	\$0.00	
Total Previous Balance.....		\$2,148.16
 Total Amount Due		 \$3,363.15

Please return this portion upon receipt to ensure proper credit

Account Number:	6000083824 X26	Total Due	Amount Enclosed
Invoice Number:	60000838241505	\$3,363.15	

Please mail correspondence to:
VERIZON BUSINESS
PO BOX 31307
SALT LAKE CITY UT 84130-1307

FARMER'S BANK
3100 GODWIN BLVD
SUFFOLK VA 23434-7120

Verizon Business
P.O. BOX 660072
DALLAS TX 75266-0072

60000838244 20150531 000336315026000



500 TECHNOLOGY DR., STE 870
 WELDON SPRING MO 63304

CUSTOMER SERVICE 1-800-319-9565
 CREDIT/COLLECTIONS 1-888-807-8323

Account Number: 6000083824 X26

To view and pay your invoice online visit
<https://enterprisecenter.verizon.com>

Invoice Number: 60000838241506
 Invoice Date: 07/01/2015
 Region/Loc: WBS/GAC
 6000083824 X26 C30 00000 B
 FARMER'S BANK
 3100 GODWIN BLVD
 SUFFOLK VA 23434-7120

Statement Summary

Current Usage Charges	\$0.00	
Current Monthly Recurring Charges	\$943.25	
Current Non-Recurring Charges	\$25.00	
Minimum Usage Charge	\$0.00	
Late Payment Charge	\$49.75	
Sub-Total Current Charges	\$1,018.00	
Federal Excise Tax	\$0.00	
State and Local Taxes	\$57.03	
Federal, State and Local Surcharges	\$57.15	
Federal Universal Service Fee (FUSF)	\$104.70	
Total Taxes/Surcharges	\$218.88	
Total Current Charges.....		\$1,236.88
Previous Balance	\$3,363.15	
Payments Received - Thank You	\$0.00	
Adjustments	\$0.00	
Total Previous Balance.....		\$3,363.15
Total Amount Due		\$4,600.03

Please return this portion upon receipt to ensure proper credit

Account Number:	6000083824 X26	Total Due	Amount Enclosed
Invoice Number:	60000838241506	\$4,600.03	

Please mail correspondence to:
 VERIZON BUSINESS
 PO BOX 31307
 SALT LAKE CITY UT 84130-1307

FARMER'S BANK
 3100 GODWIN BLVD
 SUFFOLK VA 23434-7120

Verizon Business
 P.O. BOX 660072
 DALLAS TX 75266-0072

60000838244 20150630 000460003026000



500 TECHNOLOGY DR., STE 870
 WELDON SPRING MO 63304

CUSTOMER SERVICE 1-800-319-9565
 CREDIT/COLLECTIONS 1-888-807-8323

Account Number: 6000083824 X26

To view and pay your invoice online visit
<https://enterprisecenter.verizon.com>

Invoice Number: 60000838241507
 Invoice Date: 08/01/2015
 Region/Loc: WBS/GAC
 6000083824 X26 C30 00000 B
 FARMER'S BANK
 3100 GODWIN BLVD
 SUFFOLK VA 23434-7120

Statement Summary

Current Usage Charges	\$0.00	
Current Monthly Recurring Charges	\$943.25	
Current Non-Recurring Charges	\$25.00	
Minimum Usage Charge	\$0.00	
Late Payment Charge	\$0.00	
Sub-Total Current Charges	\$968.25	
Federal Excise Tax	\$0.00	
State and Local Taxes	\$54.54	
Federal, State and Local Surcharges	\$57.15	
Federal Universal Service Fee (FUSF)	\$104.70	
Total Taxes/Surcharges	\$216.39	
Total Current Charges.....		\$1,184.64
Previous Balance	\$4,600.03	
Payments Received - Thank You	\$0.00	
Adjustments	-\$4,599.77	
Total Previous Balance.....		\$0.26
Total Amount Due		\$1,184.90

Please return this portion upon receipt to ensure proper credit

Account Number:	6000083824 X26	Total Due	Amount Enclosed
Invoice Number:	60000838241507	\$1,184.90	

Please mail correspondence to:
 VERIZON BUSINESS
 PO BOX 31307
 SALT LAKE CITY UT 84130-1307

FARMER'S BANK
 3100 GODWIN BLVD
 SUFFOLK VA 23434-7120

Verizon Business
 P.O. BOX 660072
 DALLAS TX 75266-0072

60000838244 20150731 000118490026000



500 TECHNOLOGY DR., STE 870
WELDON SPRING MO 63304

CUSTOMER SERVICE 1-800-319-9565
CREDIT/COLLECTIONS 1-888-807-8323

Account Number: 6000083824 X26

To view and pay your invoice online visit
<https://enterprisecenter.verizon.com>

Invoice Number: 60000838241508
Invoice Date: 09/01/2015
Region/Loc: WBS/GAC
6000083824 X26 C30 00000
FARMER'S BANK
3100 GODWIN BLVD
SUFFOLK VA 23434-7120

Statement Summary

Current Usage Charges	\$0.00	
Current Monthly Recurring Charges	\$943.25	
Current Non-Recurring Charges	\$0.00	
Minimum Usage Charge	\$0.00	
Late Payment Charge	\$0.00	
 Sub-Total Current Charges	 \$943.25	
Federal Excise Tax	\$0.00	
State and Local Taxes	\$53.56	
Federal, State and Local Surcharges	\$62.58	
Federal Universal Service Fee (FUSF)	\$104.70	
 Total Taxes/Surcharges	 \$220.84	
Total Current Charges.....		\$1,164.09
Previous Balance	\$1,184.90	
Payments Received - Thank You	-\$1,184.90	
Adjustments	\$0.00	
Total Previous Balance.....		\$0.00
 Total Amount Due		 \$1,164.09

Please return this portion upon receipt to ensure proper credit

Account Number:	6000083824 X26	Total Due	Amount Enclosed
Invoice Number:	60000838241508	\$1,164.09	

Please mail correspondence to:
VERIZON BUSINESS
PO BOX 31307
SALT LAKE CITY UT 84130-1307

FARMER'S BANK
3100 GODWIN BLVD
SUFFOLK VA 23434-7120

Verizon Business
P.O. BOX 660072
DALLAS TX 75266-0072

60000838244 20150831 000116409026000



500 TECHNOLOGY DR., STE 870
WELDON SPRING MO 63304

CUSTOMER SERVICE 1-800-319-9565
CREDIT/COLLECTIONS 1-888-807-8323

Account Number: 6000083824 X26

To view and pay your invoice online visit
<https://enterprisecenter.verizon.com>

Invoice Number: 60000838241508
Invoice Date: 09/01/2015
Region/Loc: WBS/GAC
6000083824 X26 C30 00000
FARMER'S BANK
3100 GODWIN BLVD
SUFFOLK VA 23434-7120

Statement Summary

Current Usage Charges	\$0.00	
Current Monthly Recurring Charges	\$943.25	
Current Non-Recurring Charges	\$0.00	
Minimum Usage Charge	\$0.00	
Late Payment Charge	\$0.00	
Sub-Total Current Charges	\$943.25	
Federal Excise Tax	\$0.00	
State and Local Taxes	\$53.56	
Federal, State and Local Surcharges	\$62.58	
Federal Universal Service Fee (FUSF)	\$104.70	
Total Taxes/Surcharges	\$220.84	
Total Current Charges.....		\$1,164.09
Previous Balance	\$1,184.90	
Payments Received - Thank You	-\$1,184.90	
Adjustments	\$0.00	
Total Previous Balance.....		\$0.00
Total Amount Due		\$1,164.09

Please return this portion upon receipt to ensure proper credit
Account Number: 6000083824 X26 Total Due Amount Enclosed
Invoice Number: 60000838241508 \$1,164.09
Please mail correspondence to:
VERIZON BUSINESS
PO BOX 31307
SALT LAKE CITY UT 84130-1307

FARMER'S BANK Verizon Business
3100 GODWIN BLVD P.O. BOX 660072
SUFFOLK VA 23434-7120 DALLAS TX 75266-0072

60000838244 20150831 000116409026000



500 TECHNOLOGY DR., STE 870
 WELDON SPRING MO 63304

CUSTOMER SERVICE 1-800-319-9565
 CREDIT/COLLECTIONS 1-888-807-8323

Account Number: 6000083824 X26

To view and pay your invoice online visit
<https://enterprisecenter.verizon.com>

Invoice Number: 60000838241509
 Invoice Date: 10/01/2015
 Region/Loc: WBS/GAC
 6000083824 X26 C30 00000
 FARMER'S BANK
 3100 GODWIN BLVD
 SUFFOLK VA 23434-7120

Statement Summary

-----	Current Usage Charges	\$0.29	
-----	Current Monthly Recurring Charges	\$943.25	
-----	Current Non-Recurring Charges	\$0.00	
-----	Minimum Usage Charge	\$0.00	
-----	Late Payment Charge	\$0.00	
	 Sub-Total Current Charges	 \$943.54	
	Federal Excise Tax	\$0.01	
	State and Local Taxes	\$53.45	
	Federal, State and Local Surcharges	\$62.59	
	Federal Universal Service Fee (FUSF)	\$102.25	
	 Total Taxes/Surcharges	 \$218.30	
	 Total Current Charges.....	 	 \$1,161.84
	Previous Balance	\$1,164.09	
	Payments Received - Thank You	-\$1,164.09	
	Adjustments	\$0.00	
	 Total Previous Balance.....	 	 \$0.00
	 Total Amount Due	 	 \$1,161.84

Please return this portion upon receipt to ensure proper credit

Account Number:	6000083824 X26	Total Due	\$1,161.84	Amount Enclosed
Invoice Number:	60000838241509			

Please mail correspondence to:
 VERIZON BUSINESS
 PO BOX 31307
 SALT LAKE CITY UT 84130-1307

FARMER'S BANK
 3100 GODWIN BLVD
 SUFFOLK VA 23434-7120

Verizon Business
 P.O. BOX 15043
 ALBANY NY 12212-5044

60000838244 20150930 000116184026000

EXHIBIT 7

Internal Use Only - Do not present this to the Customer

Electronically Signed Contract Cover Page for DB819712

CONTRACT PACKAGE INFORMATION

Number of pages in this Contract Package(How many pages are you sending via eFax)?

AGREEMENT INFORMATION

Customer Name	FARMERS BANK, WINDSOR, VIRGINIA	Contract ID	B2409100
NASP ID	30XHUG	eVal ID	
Billing Codes	U-U-E	FedEx Account #	0

PRIMARY SALES POC INFORMATION (AM = Account Manager)

AM Name	ARJUN NAIR	AE Email	ARJUN.NAIR@ONE.VERIZON.COM
Telephone#	303-305-1871		
AM Street	6415-6455 Business Center Dr	City	Highlands Ranch
State	CO	Zip	80130

ADDITIONAL SALES AND SUPPORT SERVICE INFORMATION

Primary POC	Email
AM(above)	
AM Manager	N/A
Service Manager	N/A
Sales Specialist	N/A
(Other)	N/A

CONTRACT SUPPORT CONTACTS

	Pre-Sale Analyst	N/A
	PCM Analyst	N/A
	Attorney	N/A

BILLING INFORMATION

Billing System	Billing ID
-----------------------	-------------------

Comments

Contract Sent For CD Approval



Contract ID: B24091-00
 Reference ID: 1227
 Routing Code: U-U-E

**Master Service Order Form
 to the U.S. Services Agreement**

FARMERS BANK, WINDSOR, VIRGINIA (Customer Signatory)	<p>Verizon's presentation of this Master Service Order to Customer Signatory is an offer by Verizon to bind both Parties to the terms stated herein, which Customer Signatory may accept by signing and submitting it to Verizon without alteration on or before the date specified under the signature block below.</p>
Signature:  <small>Bill Bailey (Sep 15, 2015)</small>	
Name: Bill Bailey	
Title: IT Manager, Vice President	
Date: Sep 15, 2015	
Email: bill.bailey@farmersbankva.com	

Customer Signatory indicates its acceptance of this Master Service Order by signature of its authorised representative above.

Valid if signed and submitted to Verizon by 9-Oct-2015. This offer is withdrawn if not signed and submitted by that date.

This U.S. Services Agreement ("Agreement") is entered into pursuant to and includes the Master Terms found at www.verizonenterprise.com/service/g_omt_us_toc.htm, as well as the Service Attachments and promotions for the new Services and promotions named below, found at the links provided below (collectively, the "Online Terms") together with any other terms set out herein. Customer Signatory agrees that any future Service Orders also will be subject to the terms of the Agreement.

Customer Signatory understands that the Online Terms include service descriptions, requirements, service level agreements (where applicable), payment terms and other terms and conditions, and that these materially affect the rights, obligations and remedies of both Parties.

Updates to the Online Terms apply to the Agreement, including Services previously ordered under it, and if such updates affect Customer in a material and adverse manner (and are not otherwise resolved by Verizon), Customer may discontinue the affected Service as provided in the Agreement. Customer assumes sole responsibility to review changes to the Online Terms when they are made. Customer may enroll to receive email notifications of Online Terms changes at www.verizonenterprise.com/us/publications/service_guide/subscriptions/.

The Parties acknowledge the Agreement includes consent to use CPNI to market new Services.

Parties	
Customer Signatory: FARMERS BANK, WINDSOR, VIRGINIA	Verizon: Verizon Business Network Services Inc. on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Services and the affiliates listed in the Guide (individually and collectively "Verizon Providers of U.S. Services")
Registered Office Address: 50 E WINDSOR BLVD WINDSOR, VA 23487-9442 USA	Registered Office Address: One Verizon Way Basking Ridge, NJ 07920 USA
Registered No. or ABN (if applicable): N/A	Registered No. or ABN (if applicable): Not applicable
VAT/GST/Consumption Tax Number (if applicable):	VAT/GST/Consumption Tax Number (if applicable):



Contract ID: B24091-00
 Reference ID: 1227
 Routing Code: U-U-E

540207830	N/A
Additional Legal Entity Information (if applicable):	Additional Legal Entity Information (if applicable): Not applicable
Address for Notices: 50 E WINDSOR BLVD WINDSOR, VA 23487-9442 USA bill.bailey@farmersbankva.com	Address for Notices: 6415-6455 Business Center Drive Highlands Ranch, CO 80130 USA Attn: Customer Service Email: notice@verizon.com

Except as otherwise set forth herein, words and phrases defined in the Agreement have the same meaning in this Master Service Order.

- i) **New Services ("+" following the Service name indicates it is a Rapid Delivery Service; it is not a part of the Service name).**
 - Business Connection +

Service Details

Business Connection +

1. Business Connection + Service Order Details

1.1 Service Provided by MCI Communications Services, Inc. d/b/a Verizon Business Services

1.1.1 Order Information:

Quote ID	191702445
Quote Version #	0
Order Section #	265885

1.1.2 Service Details:

1.1.2.1 Location ID: 1531666C

Service Delivered to:

Registered Company Name	FARMERS BANK, WINDSOR, VIRGINIA
VAT/GST/Consumption Tax Number (as applicable)	540207830
CIN (if applicable)	Not Applicable
Address	50 E WINDSOR BLVD
Town/City	WINDSOR
Province/County/State	VA
Postal Code	23487-9442
Country	United States

Service Ordered:

Solution ID	79494957
Solution ID Activity Type	ADDED
Service Commitment	36 Months

Access + (Service ID: 79494916)			
No.	Order Item	MRC (USD)	NRC (USD)
1	Local Access - Op/App Performance: Gold / Gold - 10 Mbps - UNI Speed: 100 Mbps (FastE) - TPV UNI Speed: 100 Mbps (FastE)	344.00	0.00
Total excluding Taxes (as defined in the Contract)		344.00	0.00



Contract ID: B24091-00
 Reference ID: 1227
 Routing Code: U-U-E

Additional Promotions included:
<ul style="list-style-type: none"> Verizon Services 90 Day Satisfaction Guarantee for Service

Internet Dedicated + (Service ID: 79494958)			
No.	Order Item	MRC (USD)	NRC (USD)
1	Internet Dedicated Port - Tiered - 10 Mbps	221.00	0.00
2	Quality of Service	0.00	0.00
Total excluding Taxes (as defined in the Contract)		221.00	0.00

Additional Promotions included:
<ul style="list-style-type: none"> Verizon Services 90 Day Satisfaction Guarantee for Service

Verizon Voice Over IP + (Service ID: 79494959)				
No.	Order Item	Quantity	MRC (USD)	NRC (USD)
1	Usage ¹	N/A	See Footnote	See Footnote
2	Concurrent Call Charge - Tiered - 250 - Local and LD - Unlimited Local Calling	24 Concurrent Call(s)	420.00	N/A
3	Service Establishment Fee - Normal Business Hours	N/A	N/A	0.00
Total excluding Taxes (as defined in the Contract)			420.00	0.00

Additional Information:
¹ The current Rates are available at Verizon VoIP Pricing URL
https://enterprisecenter.verizon.com/enterprisesolutions/global/viewProductDesc.do?product=FET_VOIP_USAGE&curr=USD&date=09102015.

Additional Promotions included:
<ul style="list-style-type: none"> Verizon Services 90 Day Satisfaction Guarantee for Service

Verizon VoIP Features			
Feature	Unit of Measure	MRC (USD)	NRC (USD)
Redirect to Telephone Number	Trunk Group(s)	30.00	30.00
Call Forwarding	Telephone Number(s)	1.00	0.00
Telephone Number Charge	Telephone Number(s)	0.20	0.25
Voice Mails	Telephone Number(s)	3.50	0.00
Auto Attendant Instances	Instance	20.00	0.00
Non-Published	Listing(s)	1.71	0.00
Additional Listing	Listing(s)	1.42	0.00
Non-Listed	Listing(s)	1.06	0.00
Caller ID with Name - Inbound	Telephone Number(s)	0.15	0.00

1.1.2.2 Location ID: 1531666C

Service Delivered to:

Registered Company Name	FARMERS BANK, WINDSOR, VIRGINIA
VAT/GST/Consumption Tax Number (as applicable)	540207830
CIN (if applicable)	Not Applicable
Address	50 E WINDSOR BLVD
Town/City	WINDSOR
Province/County/State	VA
Postal Code	23487-9442
Country	United States



Contract ID: B24091-00
 Reference ID: 1227
 Routing Code: U-U-E

Service Ordered:

Solution ID	79494957
Solution ID Activity Type	ADDED
Service Commitment	36 Months

Customer Premises Equipment and Related Services + (Service ID: 79494960)				
Description	Activity Type	Quantity	MRC (USD)	NRC (USD)
Equipment - Purchase - BUSINESS CONN-VOIP-E2E - BUSINESS CONNECTION VOIP-E2E NOTIFICATION - Includes: VZM-BC-US-OS-24X7X4 - Includes: CPE IMPLEMENTATION-BC ¹	ADDED	1	N/A	0.00
Total excluding Taxes (as defined in the Contract)			0.00	0.00
Additional Information: ¹ Verizon reserves the right to substitute equivalent Customer Premises Equipment				

Customer Premises Equipment and Related Services + (Service ID: 79617046)				
Description	Activity Type	Quantity	MRC (USD)	NRC (USD)
Equipment - Monthly Recurring Plan (MRP) - 4243924L8 - TA 924E GEN 3 FOR BUSINESS CONNECTION ^{1,2}	ADDED	1	49.06	N/A
Maintenance - Monthly Recurring Plan (MRP) - VZM-BC-US-OS-24X7X4 - BUSINESS CONNECTION MAINTENANCE 24X7X4 - for - 4243924L8	ADDED	1	42.34	N/A
Labor - Monthly Recurring Plan (MRP) - CPE IMPLEMENTATION-BC - STAGING AND WAN SIDE DEPLOYMENT ONLY	ADDED	1	52.53	N/A
Total excluding Taxes (as defined in the Contract)			143.93	0.00
Additional Information: ¹ TPFC Engaged: #2 ² Verizon reserves the right to substitute equivalent Customer Premises Equipment				

Customer Premises Equipment and Related Services + Delivery Charges:		
Description	MRC (USD)	NRC (USD)
Shipping and Handling	N/A	24.55
Total excluding Taxes (as defined in the Contract)		24.55

1.1.2.3 Location ID: 10547338C

Service Delivered to:

Registered Company Name	FARMERS BANK, WINDSOR, VIRGINIA
VAT/GST/Consumption Tax Number (as applicable)	540207830
CIN (if applicable)	Not Applicable
Address	28319 SOUTHAMPTON PKWY
Town/City	COURTLAND
Province/County/State	VA
Postal Code	23837-2193
Country	United States

Service Ordered:

Solution ID	79494977
Solution ID Activity Type	ADDED
Service Commitment	36 Months



Contract ID: B24091-00
 Reference ID: 1227
 Routing Code: U-U-E

Access + (Service ID: 79494976)			
No.	Order Item	MRC (USD)	NRC (USD)
1	Local Access - Op/App Performance: Gold / Gold - 1.5 Mbps	90.00	0.00
Total excluding Taxes (as defined in the Contract)		90.00	0.00
Additional Promotions included:			
<ul style="list-style-type: none"> Verizon Services 90 Day Satisfaction Guarantee for Service 			

Internet Dedicated + (Service ID: 79494978)			
No.	Order Item	MRC (USD)	NRC (USD)
1	Internet Dedicated Port - Tiered - 1.5 Mbps	142.00	0.00
2	Quality of Service	0.00	0.00
Total excluding Taxes (as defined in the Contract)		142.00	0.00
Additional Promotions included:			
<ul style="list-style-type: none"> Verizon Services 90 Day Satisfaction Guarantee for Service 			

Verizon Voice Over IP + (Service ID: 79494979)				
No.	Order Item	Quantity	MRC (USD)	NRC (USD)
1	Usage ¹	N/A	See Footnote	See Footnote
2	Concurrent Call Charge - Tiered - 250 - Local and LD - Unlimited Local Calling	8 Concurrent Call(s)	140.00	N/A
3	Service Establishment Fee - Normal Business Hours	N/A	N/A	0.00
Total excluding Taxes (as defined in the Contract)			140.00	0.00
Additional Information:				
¹ The current Rates are available at Verizon VoIP Pricing URL https://enterprisecenter.verizon.com/enterprisesolutions/global/viewProductDesc.do?product=FET_VOIP_USAGE&curr=USD&date=09102015 .				
Additional Promotions included:				
<ul style="list-style-type: none"> Verizon Services 90 Day Satisfaction Guarantee for Service 				

Verizon VoIP Features			
Feature	Unit of Measure	MRC (USD)	NRC (USD)
Redirect to Telephone Number	Trunk Group(s)	30.00	30.00
Call Forwarding	Telephone Number(s)	1.00	0.00
Telephone Number Charge	Telephone Number(s)	0.20	0.25
Voice Mails	Telephone Number(s)	3.50	0.00
Auto Attendant Instances	Instance	20.00	0.00
Non-Published	Listing(s)	1.71	0.00
Additional Listing	Listing(s)	1.42	0.00
Non-Listed	Listing(s)	1.06	0.00
Caller ID with Name - Inbound	Telephone Number(s)	0.15	0.00

1.1.2.4 Location ID: 10547338C

Service Delivered to:

Registered Company Name	FARMERS BANK, WINDSOR, VIRGINIA
VAT/GST/Consumption Tax Number (as applicable)	540207830
CIN (if applicable)	Not Applicable
Address	28319 SOUTHAMPTON PKWY



Contract ID: B24091-00
 Reference ID: 1227
 Routing Code: U-U-E

Town/City	COURTLAND
Province/County/State	VA
Postal Code	23837-2193
Country	United States

Service Ordered:

Solution ID	79494977
Solution ID Activity Type	ADDED
Service Commitment	36 Months

Customer Premises Equipment and Related Services + (Service ID: 79494980)				
Description	Activity Type	Quantity	MRC (USD)	NRC (USD)
Equipment - Purchase - BUSINESS CONN-VOIP-E2E - BUSINESS CONNECTION VOIP-E2E NOTIFICATION - Includes: VZM-BC-US-OS-24X7X4 - Includes: CPE IMPLEMENTATION-BC ¹	ADDED	1	N/A	0.00
Total excluding Taxes (as defined in the Contract)			0.00	0.00
Additional Information: ¹ Verizon reserves the right to substitute equivalent Customer Premises Equipment				

Customer Premises Equipment and Related Services + (Service ID: 79617174)				
Description	Activity Type	Quantity	MRC (USD)	NRC (USD)
Equipment - Monthly Recurring Plan (MRP) - 4243924L8 - TA 924E GEN 3 FOR BUSINESS CONNECTION ^{1,2}	ADDED	1	49.06	N/A
Maintenance - Monthly Recurring Plan (MRP) - VZM-BC-US-OS-24X7X4 - BUSINESS CONNECTION MAINTENANCE 24X7X4 - for - 4243924L8	ADDED	1	42.34	N/A
Labor - Monthly Recurring Plan (MRP) - CPE IMPLEMENTATION-BC - STAGING AND WAN SIDE DEPLOYMENT ONLY	ADDED	1	52.53	N/A
Total excluding Taxes (as defined in the Contract)			143.93	0.00
Additional Information: ¹ TPFC Engaged: #2 ² Verizon reserves the right to substitute equivalent Customer Premises Equipment				

Customer Premises Equipment and Related Services + Delivery Charges:		
Description	MRC (USD)	NRC (USD)
Shipping and Handling	N/A	24.55
Total excluding Taxes (as defined in the Contract)	0.00	24.55

1.1.2.5 Location ID: 10875640C

Service Delivered to:

Registered Company Name	FARMERS BANK, WINDSOR, VIRGINIA
VAT/GST/Consumption Tax Number (as applicable)	540207830
CIN (if applicable)	Not Applicable
Address	6255 COLLEGE DR
Town/City	SUFFOLK
Province/County/State	VA
Postal Code	23435-2768
Country	United States

Service Ordered:



Contract ID: B24091-00
 Reference ID: 1227
 Routing Code: U-U-E

Solution ID	79494982
Solution ID Activity Type	ADDED
Service Commitment	36 Months

Access + (Service ID: 79494981)			
No.	Order Item	MRC (USD)	NRC (USD)
1	Local Access - Op/App Performance: Gold / Gold - 1.5 Mbps	90.00	0.00
Total excluding Taxes (as defined in the Contract)		90.00	0.00
Additional Promotions included:			
<ul style="list-style-type: none"> Verizon Services 90 Day Satisfaction Guarantee for Service 			

Internet Dedicated + (Service ID: 79494983)			
No.	Order Item	MRC (USD)	NRC (USD)
1	Internet Dedicated Port - Tiered - 1.5 Mbps	142.00	0.00
2	Quality of Service	0.00	0.00
Total excluding Taxes (as defined in the Contract)		142.00	0.00
Additional Promotions included:			
<ul style="list-style-type: none"> Verizon Services 90 Day Satisfaction Guarantee for Service 			

Verizon Voice Over IP + (Service ID: 79494984)				
No.	Order Item	Quantity	MRC (USD)	NRC (USD)
1	Usage ¹	N/A	See Footnote	See Footnote
2	Concurrent Call Charge - Tiered - 250 - Local and LD - Unlimited Local Calling	8 Concurrent Call(s)	140.00	N/A
3	Service Establishment Fee - Normal Business Hours	N/A	N/A	0.00
Total excluding Taxes (as defined in the Contract)			140.00	0.00
Additional Information:				
¹ The current Rates are available at Verizon VoIP Pricing URL https://enterprisecenter.verizon.com/enterprisesolutions/global/viewProductDesc.do?product=FET_VOIP_USAGE&curr=USD&date=09102015 .				
Additional Promotions included:				
<ul style="list-style-type: none"> Verizon Services 90 Day Satisfaction Guarantee for Service 				

Verizon VoIP Features			
Feature	Unit of Measure	MRC (USD)	NRC (USD)
Redirect to Telephone Number	Trunk Group(s)	30.00	30.00
Call Forwarding	Telephone Number(s)	1.00	0.00
Telephone Number Charge	Telephone Number(s)	0.20	0.25
Voice Mails	Telephone Number(s)	3.50	0.00
Auto Attendant Instances	Instance	20.00	0.00
Non-Published	Listing(s)	1.71	0.00
Additional Listing	Listing(s)	1.42	0.00
Non-Listed	Listing(s)	1.06	0.00
Caller ID with Name - Inbound	Telephone Number(s)	0.15	0.00

1.1.2.6 Location ID: 10875640C

Service Delivered to:



Contract ID: B24091-00
 Reference ID: 1227
 Routing Code: U-U-E

Registered Company Name	FARMERS BANK, WINDSOR, VIRGINIA
VAT/GST/Consumption Tax Number (as applicable)	540207830
CIN (if applicable)	Not Applicable
Address	6255 COLLEGE DR
Town/City	SUFFOLK
Province/County/State	VA
Postal Code	23435-2768
Country	United States

Service Ordered:

Solution ID	79494982
Solution ID Activity Type	ADDED
Service Commitment	36 Months

Customer Premises Equipment and Related Services + (Service ID: 79494985)				
Description	Activity Type	Quantity	MRC (USD)	NRC (USD)
Equipment - Purchase - BUSINESS CONN-VOIP-E2E - BUSINESS CONNECTION VOIP-E2E NOTIFICATION - Includes: VZM-BC-US-OS-24X7X4 - Includes: CPE IMPLEMENTATION-BC ¹	ADDED	1	N/A	0.00
Total excluding Taxes (as defined in the Contract)			0.00	0.00
Additional Information:				
¹ Verizon reserves the right to substitute equivalent Customer Premises Equipment				

Customer Premises Equipment and Related Services + (Service ID: 79617185)				
Description	Activity Type	Quantity	MRC (USD)	NRC (USD)
Equipment - Monthly Recurring Plan (MRP) - 4243924L8 - TA 924E GEN 3 FOR BUSINESS CONNECTION ^{1,2}	ADDED	1	49.06	N/A
Maintenance - Monthly Recurring Plan (MRP) - VZM-BC-US-OS-24X7X4 - BUSINESS CONNECTION MAINTENANCE 24X7X4 - for - 4243924L8	ADDED	1	42.34	N/A
Labor - Monthly Recurring Plan (MRP) - CPE IMPLEMENTATION-BC - STAGING AND WAN SIDE DEPLOYMENT ONLY	ADDED	1	52.53	N/A
Total excluding Taxes (as defined in the Contract)			143.93	0.00
Additional Information:				
¹ TPFC Engaged: #2				
² Verizon reserves the right to substitute equivalent Customer Premises Equipment				

Customer Premises Equipment and Related Services + Delivery Charges:		
Description	MRC (USD)	NRC (USD)
Shipping and Handling	N/A	24.55
Total excluding Taxes (as defined in the Contract)		24.55

1.1.2.7 Location ID: 10547238C

Service Delivered to:

Registered Company Name	FARMERS BANK, WINDSOR, VIRGINIA
VAT/GST/Consumption Tax Number (as applicable)	540207830
CIN (if applicable)	Not Applicable
Address	3100 GODWIN BLVD
Town/City	SUFFOLK



Contract ID: B24091-00
 Reference ID: 1227
 Routing Code: U-U-E

Province/County/State	VA
Postal Code	23434-7120
Country	United States

Service Ordered:

Solution ID	79494962
Solution ID Activity Type	ADDED
Service Commitment	36 Months

Access + (Service ID: 79494961)			
No.	Order Item	MRC (USD)	NRC (USD)
1	Local Access - Op/App Performance: Gold / Gold - 10 Mbps - UNI Speed: 100 Mbps (FastE) - TPV UNI Speed: 100 Mbps (FastE)	344.00	0.00
Total excluding Taxes (as defined in the Contract)		344.00	0.00
Additional Promotions included:			
<ul style="list-style-type: none"> Verizon Services 90 Day Satisfaction Guarantee for Service 			

Internet Dedicated + (Service ID: 79494963)			
No.	Order Item	MRC (USD)	NRC (USD)
1	Internet Dedicated Port - Tiered - 10 Mbps	221.00	0.00
2	Quality of Service	0.00	0.00
Total excluding Taxes (as defined in the Contract)		221.00	0.00
Additional Promotions included:			
<ul style="list-style-type: none"> Verizon Services 90 Day Satisfaction Guarantee for Service 			

Verizon Voice Over IP + (Service ID: 79494964)				
No.	Order Item	Quantity	MRC (USD)	NRC (USD)
1	Usage ¹	N/A	See Footnote	See Footnote
2	Concurrent Call Charge - Tiered - 250 - Local and LD - Unlimited Local Calling	24 Concurrent Call(s)	420.00	N/A
3	Service Establishment Fee - Normal Business Hours	N/A	N/A	0.00
Total excluding Taxes (as defined in the Contract)			420.00	0.00
Additional Information:				
¹ The current Rates are available at Verizon VoIP Pricing URL https://enterprisecenter.verizon.com/enterprisesolutions/global/viewProductDesc.do?product=FET_VOIP_USAGE&curr=USD&date=09102015 .				
Additional Promotions included:				
<ul style="list-style-type: none"> Verizon Services 90 Day Satisfaction Guarantee for Service 				

Verizon VoIP Features			
Feature	Unit of Measure	MRC (USD)	NRC (USD)
Redirect to Telephone Number	Trunk Group(s)	30.00	30.00
Call Forwarding	Telephone Number(s)	1.00	0.00
Telephone Number Charge	Telephone Number(s)	0.20	0.25
Voice Mails	Telephone Number(s)	3.50	0.00
Caller ID with Name - Inbound	Telephone Number(s)	0.15	0.00
Auto Attendant Instances	Instance	20.00	0.00
Non-Published	Listing(s)	1.71	0.00



Contract ID: B24091-00
 Reference ID: 1227
 Routing Code: U-U-E

Additional Listing	Listing(s)	1.42	0.00
Non-Listed	Listing(s)	1.06	0.00

1.1.2.8 Location ID: 10547238C

Service Delivered to:

Registered Company Name	FARMERS BANK, WINDSOR, VIRGINIA
VAT/GST/Consumption Tax Number (as applicable)	540207830
CIN (if applicable)	Not Applicable
Address	3100 GODWIN BLVD
Town/City	SUFFOLK
Province/County/State	VA
Postal Code	23434-7120
Country	United States

Service Ordered:

Solution ID	79494962
Solution ID Activity Type	ADDED
Service Commitment	36 Months

Customer Premises Equipment and Related Services + (Service ID: 79494965)				
Description	Activity Type	Quantity	MRC (USD)	NRC (USD)
Equipment - Purchase - BUSINESS CONN-VOIP-E2E - BUSINESS CONNECTION VOIP-E2E NOTIFICATION - Includes: VZM-BC-US-OS-24X7X4 - Includes: CPE IMPLEMENTATION-BC ¹	ADDED	1	N/A	0.00
Total excluding Taxes (as defined in the Contract)			0.00	0.00
Additional Information: ¹ Verizon reserves the right to substitute equivalent Customer Premises Equipment				

Customer Premises Equipment and Related Services + (Service ID: 79617137)				
Description	Activity Type	Quantity	MRC (USD)	NRC (USD)
Equipment - Monthly Recurring Plan (MRP) - 4243924L8 - TA 924E GEN 3 FOR BUSINESS CONNECTION ^{1,2}	ADDED	1	49.06	N/A
Maintenance - Monthly Recurring Plan (MRP) - VZM-BC-US-OS-24X7X4 - BUSINESS CONNECTION MAINTENANCE 24X7X4 - for - 4243924L8	ADDED	1	42.34	N/A
Labor - Monthly Recurring Plan (MRP) - CPE IMPLEMENTATION-BC - STAGING AND WAN SIDE DEPLOYMENT ONLY	ADDED	1	52.53	N/A
Total excluding Taxes (as defined in the Contract)			143.93	0.00
Additional Information: ¹ TPFC Engaged: #2 ² Verizon reserves the right to substitute equivalent Customer Premises Equipment				

Customer Premises Equipment and Related Services + Delivery Charges:		
Description	MRC (USD)	NRC (USD)
Shipping and Handling	N/A	24.55
Total excluding Taxes (as defined in the Contract)		24.55

1.1.2.9 Location ID: 10547286C

Service Delivered to:



Contract ID: B24091-00
 Reference ID: 1227
 Routing Code: U-U-E

Registered Company Name	FARMERS BANK, WINDSOR, VIRGINIA
VAT/GST/Consumption Tax Number (as applicable)	540207830
CIN (if applicable)	Not Applicable
Address	1008 W WASHINGTON ST
Town/City	SUFFOLK
Province/County/State	VA
Postal Code	23434-6244
Country	United States

Service Ordered:

Solution ID	79494967
Solution ID Activity Type	ADDED
Service Commitment	36 Months

Access + (Service ID: 79494966)

No.	Order Item	MRC (USD)	NRC (USD)
1	Local Access - Op/App Performance: Gold / Gold - 1.5 Mbps	90.00	0.00
Total excluding Taxes (as defined in the Contract)		90.00	0.00

Additional Promotions included:

- Verizon Services 90 Day Satisfaction Guarantee for Service

Internet Dedicated + (Service ID: 79494968)

No.	Order Item	MRC (USD)	NRC (USD)
1	Internet Dedicated Port - Tiered - 1.5 Mbps	142.00	0.00
2	Quality of Service	0.00	0.00
Total excluding Taxes (as defined in the Contract)		142.00	0.00

Additional Promotions included:

- Verizon Services 90 Day Satisfaction Guarantee for Service

Verizon Voice Over IP + (Service ID: 79494969)

No.	Order Item	Quantity	MRC (USD)	NRC (USD)
1	Concurrent Call Charge - Tiered - 250 - Local and LD - Unlimited Local Calling	8 Concurrent Call(s)	140.00	N/A
2	Usage ¹	N/A	See Footnote	See Footnote
3	Service Establishment Fee - Normal Business Hours	N/A	N/A	0.00
Total excluding Taxes (as defined in the Contract)			140.00	0.00

Additional Information:

¹ The current Rates are available at Verizon VoIP Pricing URL (https://enterprisecenter.verizon.com/enterprisesolutions/global/viewProductDesc.do?product=FET_VOIP_USAGE&curr=USD&date=09102015).

Additional Promotions included:

- Verizon Services 90 Day Satisfaction Guarantee for Service

Verizon VoIP Features

Feature	Unit of Measure	MRC (USD)	NRC (USD)
Redirect to Telephone Number	Trunk Group(s)	30.00	30.00
Call Forwarding	Telephone Number(s)	1.00	0.00
Telephone Number Charge	Telephone Number(s)	0.20	0.25
Voice Mails	Telephone	3.50	0.00



Contract ID: B24091-00
 Reference ID: 1227
 Routing Code: U-U-E

	Number(s)		
Auto Attendant Instances	Instance	20.00	0.00
Non-Published	Listing(s)	1.71	0.00
Additional Listing	Listing(s)	1.42	0.00
Non-Listed	Listing(s)	1.06	0.00
Caller ID with Name - Inbound	Telephone Number(s)	0.15	0.00

1.1.2.10 Location ID: 10547286C

Service Delivered to:

Registered Company Name	FARMERS BANK, WINDSOR, VIRGINIA
VAT/GST/Consumption Tax Number (as applicable)	540207830
CIN (if applicable)	Not Applicable
Address	1008 W WASHINGTON ST
Town/City	SUFFOLK
Province/County/State	VA
Postal Code	23434-6244
Country	United States

Service Ordered:

Solution ID	79494967
Solution ID Activity Type	ADDED
Service Commitment	36 Months

Customer Premises Equipment and Related Services + (Service ID: 79494970)

Description	Activity Type	Quantity	MRC (USD)	NRC (USD)
Equipment - Purchase - BUSINESS CONN-VOIP-E2E - BUSINESS CONNECTION VOIP-E2E NOTIFICATION - Includes: VZM-BC-US-OS-24X7X4 - Includes: CPE IMPLEMENTATION-BC ¹	ADDED	1	N/A	0.00
Total excluding Taxes (as defined in the Contract)			0.00	0.00

Additional Information:

¹ Verizon reserves the right to substitute equivalent Customer Premises Equipment

Customer Premises Equipment and Related Services + (Service ID: 79617148)

Description	Activity Type	Quantity	MRC (USD)	NRC (USD)
Equipment - Monthly Recurring Plan (MRP) - 4243924L8 - TA 924E GEN 3 FOR BUSINESS CONNECTION ^{1,2}	ADDED	1	49.06	N/A
Maintenance - Monthly Recurring Plan (MRP) - VZM-BC-US-OS-24X7X4 - BUSINESS CONNECTION MAINTENANCE 24X7X4 - for - 4243924L8	ADDED	1	42.34	N/A
Labor - Monthly Recurring Plan (MRP) - CPE IMPLEMENTATION-BC - STAGING AND WAN SIDE DEPLOYMENT ONLY	ADDED	1	52.53	N/A
Total excluding Taxes (as defined in the Contract)			143.93	0.00

Additional Information:

¹ TPFC Engaged: #2

² Verizon reserves the right to substitute equivalent Customer Premises Equipment

Customer Premises Equipment and Related Services + Delivery Charges:

Description	MRC (USD)	NRC (USD)
Shipping and Handling	N/A	24.55



Contract ID: B24091-00
 Reference ID: 1227
 Routing Code: U-U-E

Total excluding Taxes (as defined in the Contract)	0.00	24.55
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1.1.2.11 Location ID: 10547308C

Service Delivered to:

Registered Company Name	FARMERS BANK, WINDSOR, VIRGINIA
VAT/GST/Consumption Tax Number (as applicable)	540207830
CIN (if applicable)	Not Applicable
Address	1119 S CHURCH ST
Town/City	SMITHFIELD
Province/County/State	VA
Postal Code	23430-1821
Country	United States

Service Ordered:

Solution ID	79494972
Solution ID Activity Type	ADDED
Service Commitment	36 Months

Access + (Service ID: 79494971)			
No.	Order Item	MRC (USD)	NRC (USD)
1	Local Access - Op/App Performance: Gold / Gold - 3 Mbps	180.00	0.00
Total excluding Taxes (as defined in the Contract)		180.00	0.00
Additional Promotions included:			
<ul style="list-style-type: none"> Verizon Services 90 Day Satisfaction Guarantee for Service 			

Internet Dedicated + (Service ID: 79494973)			
No.	Order Item	MRC (USD)	NRC (USD)
1	Internet Dedicated Port - Tiered - 3 Mbps	255.00	0.00
2	Quality of Service	0.00	0.00
Total excluding Taxes (as defined in the Contract)		255.00	0.00
Additional Promotions included:			
<ul style="list-style-type: none"> Verizon Services 90 Day Satisfaction Guarantee for Service 			

Verizon Voice Over IP + (Service ID: 79494974)				
No.	Order Item	Quantity	MRC (USD)	NRC (USD)
1	Usage ¹	N/A	See Footnote	See Footnote
2	Concurrent Call Charge - Tiered - 250 - Local and LD - Unlimited Local Calling	12 Concurrent Call(s)	210.00	N/A
3	Service Establishment Fee - Normal Business Hours	N/A	N/A	0.00
Total excluding Taxes (as defined in the Contract)			210.00	0.00
Additional Information:				
¹ The current Rates are available at Verizon VoIP Pricing URL https://enterprisecenter.verizon.com/enterprisesolutions/global/viewProductDesc.do?product=FET_VOIP_USAGE&curr=USD&date=09102015 .				
Additional Promotions included:				
<ul style="list-style-type: none"> Verizon Services 90 Day Satisfaction Guarantee for Service 				

Verizon VoIP Features			
Feature	Unit of Measure	MRC (USD)	NRC (USD)
Redirect to Telephone Number	Trunk Group(s)	30.00	30.00



Contract ID: B24091-00
 Reference ID: 1227
 Routing Code: U-U-E

Call Forwarding	Telephone Number(s)	1.00	0.00
Telephone Number Charge	Telephone Number(s)	0.20	0.25
Voice Mails	Telephone Number(s)	3.50	0.00
Auto Attendant Instances	Instance	20.00	0.00
Non-Published	Listing(s)	1.71	0.00
Additional Listing	Listing(s)	1.42	0.00
Non-Listed	Listing(s)	1.06	0.00
Caller ID with Name - Inbound	Telephone Number(s)	0.15	0.00

1.1.2.12 Location ID: 10547308C

Service Delivered to:

Registered Company Name	FARMERS BANK, WINDSOR, VIRGINIA
VAT/GST/Consumption Tax Number (as applicable)	540207830
CIN (if applicable)	Not Applicable
Address	1119 S CHURCH ST
Town/City	SMITHFIELD
Province/County/State	VA
Postal Code	23430-1821
Country	United States

Service Ordered:

Solution ID	79494972
Solution ID Activity Type	ADDED
Service Commitment	36 Months

Customer Premises Equipment and Related Services + (Service ID: 79494975)

Description	Activity Type	Quantity	MRC (USD)	NRC (USD)
Equipment - Purchase - BUSINESS CONN-VOIP-E2E - BUSINESS CONNECTION VOIP-E2E NOTIFICATION - Includes: VZM-BC-US-OS-24X7X4 - Includes: CPE IMPLEMENTATION-BC ¹	ADDED	1	N/A	0.00
Total excluding Taxes (as defined in the Contract)			0.00	0.00

Additional Information:

¹ Verizon reserves the right to substitute equivalent Customer Premises Equipment

Customer Premises Equipment and Related Services + (Service ID: 79617163)

Description	Activity Type	Quantity	MRC (USD)	NRC (USD)
Equipment - Monthly Recurring Plan (MRP) - 4243924L8 - TA 924E GEN 3 FOR BUSINESS CONNECTION ^{1,2}	ADDED	1	49.06	N/A
Maintenance - Monthly Recurring Plan (MRP) - VZM-BC-US-OS-24X7X4 - BUSINESS CONNECTION MAINTENANCE 24X7X4 - for - 4243924L8	ADDED	1	42.34	N/A
Labor - Monthly Recurring Plan (MRP) - CPE IMPLEMENTATION-BC - STAGING AND WAN SIDE DEPLOYMENT ONLY	ADDED	1	52.53	N/A
Total excluding Taxes (as defined in the Contract)			143.93	0.00

Additional Information:

¹ TPFC Engaged: #2

² Verizon reserves the right to substitute equivalent Customer Premises Equipment



Contract ID: B24091-00
Reference ID: 1227
Routing Code: U-U-E

Customer Premises Equipment and Related Services + Delivery Charges:		
Description	MRC (USD)	NRC (USD)
Shipping and Handling	N/A	24.55
Total excluding Taxes (as defined in the Contract)	0.00	24.55

- 1.1.3 **Additional Charges:** Additional charges may apply as set out in the Contract.
- 1.1.4 **Order Summary:** Total Services Ordered All Sites in Service Details Above (additional charges may apply to orders not itemized here).

No.	Order Item	MRC (USD)	NRC (USD)
1	Location ID: 1531666C (Solution ID: 79494957)	1,128.93	24.55
2	Location ID: 10547338C (Solution ID: 79494977)	515.93	24.55
3	Location ID: 10875640C (Solution ID: 79494982)	515.93	24.55
4	Location ID: 10547238C (Solution ID: 79494962)	1,128.93	24.55
5	Location ID: 10547286C (Solution ID: 79494967)	515.93	24.55
6	Location ID: 10547308C (Solution ID: 79494972)	788.93	24.55
	Total excluding Taxes (as defined in the Contract)	4,594.58	147.30

2. **Promotions.**

- 90 Day Satisfaction Guarantee for Service terms are located at www.verizonenterprise.com/external/service_guide/req/pr_verizon_services_90_day_satisfaction_guarantee_for_service_promotion.pdf.

- 3. Business Connection +; terms are located at www.verizonenterprise.com/service/cp_bc_plus_toc_2014FEB14.htm.

EXHIBIT 8

Internal Use Only - Do not present this to the Customer

Electronically Signed Contract Cover Page for DB865930

CONTRACT PACKAGE INFORMATION

Number of pages in this Contract Package(How many pages are you sending via eFax)?

AGREEMENT INFORMATION

Customer Name	FARMERS BANK, WINDSOR, VIRGINIA	Contract ID	B5857600
NASP ID	30XHUG	eVal ID	
Billing Codes	U-U-E	FedEx Account #	0

PRIMARY SALES POC INFORMATION (AM = Account Manager)

AM Name	Arjun Nair	AE Email	arjun.nair@one.verizon.com
Telephone#	303/305-1871		
AM Street	6415-6455 Business Center Dr	City	Highlands Ranch
State	CO	Zip	80130

ADDITIONAL SALES AND SUPPORT SERVICE INFORMATION

Primary POC	Email
AM(above)	
AM Manager	N/A
Service Manager	N/A
Sales Specialist	N/A
(Other)	N/A

CONTRACT SUPPORT CONTACTS

	Pre-Sale Analyst	N/A
	PCM Analyst	N/A
	Attorney	N/A

BILLING INFORMATION

Billing System	Billing ID
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Comments

Contract Sent For CD Approval



**Service Order Form
to the U.S. Services Agreement**

FARMERS BANK, WINDSOR, VIRGINIA (Customer Signatory)	<p>Verizon's presentation of this Service Order to Customer Signatory is an offer by Verizon to bind both Parties to the terms stated herein, which Customer Signatory may accept by signing and submitting it to Verizon without alteration on or before the date specified under the signature block below.</p>
Signature:  <small>Bill Bailey (Mar 31, 2016)</small>	
Name: Bill Bailey	
Title: IT Manager, Vice President	
Date: Mar 31, 2016	
Email: bill.bailey@farmersbankva.com	

Customer Signatory indicates its acceptance of this Service Order by signature of its authorised representative above.

Valid if signed and submitted to Verizon by 30-Apr-2016. This offer is withdrawn if not signed and submitted by that date.

This Service Order is entered into pursuant to the U.S. Services Agreement ("Agreement") identified by Verizon Contract Identification Number B24091-00 by and between Verizon Business Network Services Inc. on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Services and the affiliates listed in the Guide (individually and collectively "Verizon Providers of U.S. Services") ("Verizon Signatory") and FARMERS BANK, WINDSOR, VIRGINIA ("Customer Signatory"). Verizon will provide and invoice Customer Signatory for the Services it orders, pursuant to the terms of the Agreement.

Except as otherwise set forth herein, words and phrases defined in the Agreement have the same meaning in this Service Order.

Service Details

Business Connection +

1. Rates and Charges.

1.1 Business Connection + Service Order Details

Quote ID	192948433
Quote Version #	0

1.1.1 Service Order Details for Location ID: 1531666C

1.1.1.1 Service Provided by MCI Communications Services, Inc. d/b/a Verizon Business Services for Location ID: 1531666C

Service Delivered to:

Registered Company Name	FARMERS BANK, WINDSOR, VIRGINIA
VAT/GST/Consumption Tax Number (as applicable)	540207830
CIN (if applicable)	Not Applicable
Address	50 E WINDSOR BLVD
Town/City	WINDSOR
Province/County/State	VA



Amendment ID: B58576-00
 Contract ID: B24091-00
 Reference ID: 4334
 Routing Code: U-U-E

Postal Code	23487-9442
Country	United States

Service Ordered:

Solution ID	106687986
Solution ID Activity Type	ADDED
Order Section #	334708
Service Commitment	36 Months

Access + (Service ID: 106687985)			
No.	Order Item	MRC (USD)	NRC (USD)
1	Local Access - Op/App Performance: Gold / Gold - 10 Mbps - UNI Speed: 100 Mbps (FastE) - TPV UNI Speed: 100 Mbps (FastE)	344.00	0.00
Total excluding Taxes (as defined in the Contract)		344.00	0.00

Internet Dedicated + (Service ID: 106687987)			
No.	Order Item	MRC (USD)	NRC (USD)
1	Internet Dedicated Port - Tiered - 10 Mbps	221.00	0.00
2	Quality of Service	0.00	0.00
Total excluding Taxes (as defined in the Contract)		221.00	0.00

Verizon Voice Over IP + (Service ID: 106687988)				
No.	Order Item	Quantity	MRC (USD)	NRC (USD)
1	Usage ¹	N/A	See Footnote	See Footnote
2	Concurrent Call Charge - Tiered - 250 - Local and LD - Unlimited Local Calling	24 Concurrent Call(s)	420.00	N/A
3	Service Establishment Fee - Normal Business Hours	N/A	N/A	0.00
Total excluding Taxes (as defined in the Contract)			420.00	0.00

Additional Information:

¹ The current Rates are available at Verizon VoIP Pricing URL (https://enterprisecenter.verizon.com/enterprisesolutions/global/viewProductDesc.do?product=FET_VOIP_USAGE&curr=USD&date=03162016).

Verizon VoIP Features			
Feature	Unit of Measure	MRC (USD)	NRC (USD)
Redirect to Telephone Number	Trunk Group(s)	30.00	30.00
Call Forwarding	Telephone Number(s)	1.00	0.00
Telephone Number Charge	Telephone Number(s)	0.00	0.00
Voice Mails	Telephone Number(s)	3.00	0.00
Auto Attendant Instances	Instance	20.00	0.00
Non-Published	Listing(s)	1.00	0.00
Additional Listing	Listing(s)	1.00	0.00
Non-Listed	Listing(s)	1.00	0.00
Caller ID with Name - Inbound	Telephone Number(s)	0.00	0.00



1.1.2 **Service Order Details for Location ID: 1531666C**
 1.1.2.1 **Service Provided by MCI Communications Services, Inc. d/b/a Verizon Business Services for Location ID: 1531666C**

Service Delivered to:

Registered Company Name	FARMERS BANK, WINDSOR, VIRGINIA
VAT/GST/Consumption Tax Number (as applicable)	540207830
CIN (if applicable)	Not Applicable
Address	50 E WINDSOR BLVD
Town/City	WINDSOR
Province/County/State	VA
Postal Code	23487-9442
Country	United States

Service Ordered:

Solution ID	106687986
Solution ID Activity Type	ADDED
Order Section #	334708
Service Commitment	36 Months

Customer Premises Equipment and Related Services + (Service ID: 106688009)				
Description	Activity Type	Quantity	MRC (USD)	NRC (USD)
Equipment - Monthly Recurring Plan (MRP) - BUSINESS CONN-VOIP-E2E - BUSINESS CONNECTION VOIP-E2E NOTIFICATION - Includes: VZM-BC-US-OS-24X7X4 - Includes: CPE IMPLEMENTATION-BC - Included ¹	ADDED	1	0.00	N/A
Total excluding Taxes (as defined in the Contract)			0.00	0.00
Additional Information: ¹ Verizon reserves the right to substitute equivalent Customer Premises Equipment				

Customer Premises Equipment and Related Services + (Service ID: 106689107)				
Description	Activity Type	Quantity	MRC (USD)	NRC (USD)
Equipment - Monthly Recurring Plan (MRP) - 4243924L8 - TA 924E GEN 3 FOR BUSINESS CONNECTION - Included ¹	ADDED	1	152.00	N/A
Maintenance - Monthly Recurring Plan (MRP) - VZM-BC-US-OS-24X7X4 - BUSINESS CONNECTION MAINTENANCE 24X7X4 - for - 4243924L8 - Included	ADDED	1	Included	N/A
Labor - Monthly Recurring Plan (MRP) - CPE IMPLEMENTATION-BC - STAGING AND WAN SIDE DEPLOYMENT ONLY - Included	ADDED	1	Included	N/A
Total excluding Taxes (as defined in the Contract)			152.00	0.00
Additional Information: ¹ Verizon reserves the right to substitute equivalent Customer Premises Equipment				

Customer Premises Equipment and Related Services + Delivery Charges:		
Description	MRC (USD)	NRC (USD)
Shipping and Handling	N/A	24.00
Total excluding Taxes (as defined in the Contract)		24.00

- 1.1.3 **Additional Charges:** Additional charges may apply as set out in the Contract.
 1.1.4 **Order Summary:** Total Services Ordered All Sites in Service Details Above (additional charges may apply to orders not itemized here).



Amendment ID: B58576-00
Contract ID: B24091-00
Reference ID: 4334
Routing Code: U-U-E

No.	Order Item	MRC (USD)	NRC (USD)
1	Location ID: 1531666C (Solution ID: 106687986)	1,137.00	24.00
	Total excluding Taxes (as defined in the Contract)	1,137.00	24.00



Service Order Form B58576-00(4334)

Adobe Document Cloud Document
History

3/31/16

Created:	3/16/16
By:	Verizon Enterprise Solutions (esign@verizon.com)
Status:	SIGNED
Transaction ID:	CBJCHBCAABAAZgDv8MtczMf3gDwA-OqkdH4P5j4u1a10

"Service Order Form B58576-00(4334)" History

- Document created by Verizon Enterprise Solutions (esign@verizon.com)
3/16/16 - 1:28:39 EDT - IP address: 198.23.5.10
- Document emailed to Bill Bailey (bill.bailey@farmersbankva.com) for signature
3/16/16 - 1:28:42 EDT
- Document viewed by Bill Bailey (bill.bailey@farmersbankva.com)
3/16/16 - 1:38:05 EDT - IP address: 71.11.84.114
- Document viewed by Bill Bailey (bill.bailey@farmersbankva.com)
3/22/16 - 2:02:22 EDT - IP address: 71.11.84.114
- Document viewed by Bill Bailey (bill.bailey@farmersbankva.com)
3/25/16 - 10:46:27 EDT - IP address: 71.11.84.114
- Document e-signed by Bill Bailey (bill.bailey@farmersbankva.com)
Signature Date: 3/31/16 - 11:05:58 EDT - Time Source: server - IP address: 71.11.84.114
- Signed document emailed to Verizon Enterprise Solutions (esign@verizon.com) and Bill Bailey (bill.bailey@farmersbankva.com)
3/31/16 - 11:05:58 EDT

EXHIBIT 9



History Notes

Account #: X266000083824
 FARMER'S BANK
 3100 GODWIN BLVD
 SUFFOLK, VA 234347120

07/10/2015	AR2000	none	DIALER ATTEMPT 07/09/2015...SYSTEM RELEASE (NO CONNECT).
07/10/2015	AR2000	none	Reactivation order submitted by deact team due to paid bif tracking # 100240270 8009445457&per reinstate stl reporting /CAMOS/CSB_CFS
07/09/2015	AR2000	none	Craig/v902207/voip repair ci for cst...said cst svc down...said he opened repair ticket#2015070940366...ed acct suspended for nonpymt...ed cst made pymt for bal today...submitted acct reinstate...ed on up to 72 biz hrs /LRAINEY/CSB_CFS
07/09/2015	AR2000	none	Not eligible for disco until 07/21/15 /SHORENKAMP/CSB_CFS
07/09/2015	AR2000	none	ib amy@7576471913,via rsk fctr's,ed bif,amy did credit card pymnt for bif/4600.03 I expln their is an 5dollar fee and it takes 3-5days for pymnt to post;approval code#000055588505;i expln abt the vec.... /LADAMS/CSB_CFS
07/09/2015	AR2000	none	ACCOUNT NOW ELIGIBLE TO RETURN TO DISCONNECT OPTION I WORKLIST
07/09/2015	AR2000	none	ib amy@7576471913,via rsk fctr's,ed bif,amy rfse phone payment,amy reqst for the invoices I forward over 07.2015-04.2015invoice said YES she did rcve the invoice's I expln abt the vec amy said their ap dptmnt does has the invoices and dsnt why it's not getting paid I expln she need to get in touch with her ap dptmnt amy said okay I expln 07.08.2015notes amy said she will contact her dptment... /LADAMS/CSB_CFS
07/09/2015	AR2000	none	ARGIN NAIR...ENT ID 8983696572...3033051871....VI ACCT #X266000083824...NME...ED BAL...PYMT OPTS...AUTO PYMT...FE VOICE OVER IP SERVICE FOR 98 LINES....ED PHN NUMBER....REFUSED ANYMORE INFO...USED CLOSE...CST HUNG UP. /AWOODRUFF/CSB_CFS
07/08/2015	AR2000	none	Not eligible for disco until 07/21/15 /SHORENKAMP/CSB_CFS
07/08/2015	AR2000	none	ACCOUNT NOW ELIGIBLE TO RETURN TO DISCONNECT OPTION I WORKLIST
07/07/2015	AR2000	none	ACCOUNT NOW ELIGIBLE TO RETURN TO DISCONNECT OPTION I WORKLIST
07/07/2015	AR2000	none	Not eligible for disco until 07/21/15 /SHORENKAMP/CSB_CFS
07/06/2015	AR2000	none	Disco order not submitted by deact team due to suspension order not completed yet as of 06/16/15 w/tracking # 100239626 8009445457....per disco opt 1 /CAMOS/CSB_CFS
07/03/2015	AR2000	none	DIALER ATTEMPT 07/02/2015...VIRTUAL AGENT MESSAGE LEFT TO VOICE OR ANS MACHINE.
07/02/2015	AR2000	none	ACCOUNT NOW ELIGIBLE TO RETURN TO DISCONNECT OPTION I WORKLIST
07/01/2015	AR2000	none	ACCOUNT NOW ELIGIBLE TO RETURN TO DISCONNECT OPTION I WORKLIST
07/01/2015	AR2000	none	Suspension order is not complete yet /EPHAM/CSB_CFS



Account #: X266000083824
 FARMER'S BANK
 3100 GODWIN BLVD
 SUFFOLK, VA 234347120

06/30/2015	AR2000	none	Suspension order is not complete yet /EPHAM/CSB_CFS
06/30/2015	AR2000	none	ACCOUNT ELIGIBLE FOR DISCONNECT OPTION I
06/26/2015	AR2000	none	DIALER ATTEMPT 06/25/2015...VIRTUAL AGENT MESSAGE LEFT TO VOICE OR ANS MACHINE.
06/19/2015	AR2000	none	DIALER ATTEMPT 06/18/2015...CUST HUNG UP DURING OB MESSAGE OR OB MESSAGE ENDED BEFORE CONNECTION.
06/16/2015	AR2000	none	Account reviewed by CSB Deact Team. Suspension order submitted due to non-payment. Tracking number [100239626]. If you have any questions, please call [8009445457] /SHORENKAMP/CSB_CFS
06/16/2015	AR2000	none	ACCOUNT AUTO-SELECTED FOR SUSPENSION OPTION I
06/12/2015	AR2000	none	DIALER ATTEMPT 06/11/2015...CUST HUNG UP DURING OB MESSAGE OR OB MESSAGE ENDED BEFORE CONNECTION.
06/05/2015	AR2000	none	DIALER ATTEMPT 06/04/2015...CUST HUNG UP DURING OB MESSAGE OR OB MESSAGE ENDED BEFORE CONNECTION.
06/01/2015	AR2000	none	L2: SUSPEND (L2) letter sent 06/01/15. Suspension scheduled for 06/15/15...CSB-CFS/WELDON
05/29/2015	AR2000	none	DIALER ATTEMPT 05/28/2015...VIRTUAL AGENT MESSAGE LEFT TO VOICE OR ANS MACHINE.
05/15/2015	AR2000	none	DIALER ATTEMPT 05/14/2015...VIRTUAL AGENT MESSAGE LEFT TO VOICE OR ANS MACHINE.
05/08/2015	AR2000	none	DIALER ATTEMPT 05/07/2015...CUST HUNG UP DURING OB MESSAGE OR OB MESSAGE ENDED BEFORE CONNECTION.
05/04/2015	AR2000	none	L1: DEMAND (L1) letter sent 05/04/15...CSB-CFS/WELDON

EXHIBIT 10

Verizon
PO BOX 15043
ALBANY, NY 12212-5043



May 4, 2015

0001 000 00283 01 SP 0.4419
FARMER'S BANK
3100 GODWIN BLVD
SUFFOLK VA 23434-7120

Account Number: X266000083824
Amount Due: \$2148.16

Dear Verizon Customer:

Your business relationship is very important to us and we appreciate the opportunity to be of service to you and your organization. In our continuing efforts to better serve you, we are writing to verify your account X266000083824 has an unpaid balance which is past due. The unpaid balance as of 06/01/2016 is \$2148.16.

We would appreciate notification from you should there be a problem with this account. If payment has already been sent, thank you for your timeliness and we ask that you disregard this notice. If payment has been overlooked, please remit the balance in full to the address referenced below. If we do not receive your payment promptly, further collection activity will follow.

MCI d/b/a Verizon Business Services
PO BOX 15043
ALBANY, NY 12212-5043

If you have any questions or would like to take advantage of an alternative payment option, please contact us at (800) 760-4692.

Thank you for your prompt attention to this request.

Sincerely,
BETTINA LAFATA
Verizon
Customer Financial Services
bettina.m.lafata@verizonbusiness.com

EXHIBIT 11

Verizon
PO BOX 15043
ALBANY, NY 12212-5043



June 1, 2015

0001 0002 00283 01 SP 0.483
FARMER'S BANK
3100 GODWIN BLVD
SUFFOLK VA 23434-7120

Account Number: X266000083824
Amount Due: \$3363.15

Dear Verizon Customer:

Please be advised the account referenced above is scheduled to be suspended for non-payment. The past due amount of \$1211.18 must be received in our office by 06/10/2015 or the service on your Verizon account will be suspended.

If your services are suspended, you may be required to enroll the account on recurring auto-payment with Verizon before reactivation is allowed.

Payment should be sent to the address listed below:

MCI d/b/a Verizon Business Services
PO BOX 15043
ALBANY, NY 12212-5043

Please be aware that late charges may apply, and upon termination of your contract by Verizon for Cause, payments due under any remaining Term commitment may be accelerated, under the terms of Verizon Business' standard contracts (e.g., MCI Communication Services, Inc. d/b/a Verizon Business Service), which incorporate by reference the online Service Publication and Price Guide (see www.verizonbusiness.com/guide).

If we may be of further assistance, or if you would like to pay the balance by credit card, please contact our office at (800) 760-4692.

For CALIFORNIA CUSTOMERS ONLY, please call (800) 760-4692 for a listing of the telephone numbers associated with the delinquent account. You may also direct inquiries to the California Public Utilities Commissions Consumer Affairs Branch at 800-649-7570 or 415-703-1170.

Sincerely,
BETTINA LAFATA
Verizon
Customer Financial Services
bettina.m.lafata@verizonbusiness.com

**Before the
Federal Communications Commission
Washington, D.C. 20554**

Farmers Bank, Windsor, Virginia)	
)	
)	
Complainant,)	
)	
v.	)	Proceeding Number 16-211
	)	File No. EB-16-MD-002
Verizon Business Network Services Inc.)	
)	
and)	
)	
MCI Communications Services, Inc.)	
d/b/a Verizon Business Services,)	
)	
Defendants.)	

INFORMATION DESIGNATION

Pursuant to 47 C.F.R. § 1.724(f) of the Commission’s rules, Verizon hereby submits this information designation in connection with this matter.

I. PERSONS WITH KNOWLEDGE – 47 C.F.R. § 1.721(f)(1)

In addition to any persons with relevant knowledge listed in Complainant’s Information Designation, Verizon believes the following persons have knowledge relevant to the matters raised by the Formal Complaint or Answer in this proceeding:

1. Name: Daniel P. Lawson
Address: Verizon, 2400 N. Glenville, Richardson, TX 75082
Position: Managing Director – Global Presales Solutions
Description of facts with this person’s knowledge: Technical configuration and set-up, location information issues, and services provided to Farmers Bank

2. Name: Cara E. White
Address: Verizon, 6415-6455 Business Center Drive, Highlands Ranch CO 80130
Position: Managing Director – Medium Business
Description of facts with this person’s knowledge: Billing and service issues related to Farmers Bank’s accounts with Verizon

3. Name: William Stemm
Address: 7701 E. Telecom Parkway, Temple Terrace, FL 33637
Position: Client Architect Solutions
Description of facts within this person's knowledge: Knowledge of account configuration, services provided, and location information issues
4. Name: Michael Piccirillo
Address: Verizon, 2201 Loudoun County Parkway, Ashburn, VA 20147
Position: Sales Manager
Description of facts within this person's knowledge: Knowledge of Farmers Bank account and services
5. Name: Robynne Ann McMillan
Address: Verizon, 22001 Loudoun County Parkway, Ashburn, VA 20147
Position: Managing Partner Medium Business
Description of facts within this person's knowledge: Knowledge of Farmers Bank account and services
6. Name: George L. Allen
Address: 22001 Loudoun County Parkway, Ashburn, VA 20147
Position: Corporate Inside Client Executive
Description of facts within this person's knowledge: Knowledge of Farmers Bank account and services
7. Name: Richard J. Holland, Jr. (Farmers Bank)
Address: 50 E. Windsor Blvd, Windsor, VA 23487
Position: Chairman of the Board and CEO – Farmers Bank
Description of facts within this person's knowledge: Knowledge of Farmers Bank account and services
8. Name: Bill N. Bailey (Farmers Bank)
Address: 28319 South Hampton Parkway, Suite D, Courtland, VA 23837
Position: Vice President and IT Manager – Farmers Bank
Description of facts within this person's knowledge: Knowledge of Farmers Bank account and services
9. Name: Amy A, Copeland (Farmers Bank)
Address: 3100 Godwin Blvd, Suffolk, Virginia 23434
Position: Executive Assistant and Project Coordinator – Farmers Bank
Description of facts within this person's knowledge: Knowledge of Farmers Bank account and services

II. DESCRIPTION OF DOCUMENTS, DATA COMPIATION, AND TANGIBLE THINGS IN THE DEFENDAN'TS POSSESSION, CUSTODY, OR CONTROL – 47 C.F.R. § 1.724(f)(2)

In addition to any relevant documents identified by Complainant in its information designation, Verizon has attached to this document a chart showing documents, data compilations, and/or tangible things in Verizon's possession, custody, or control that have relevance to the facts alleged in the Complaint.

III. DESCRIPTION OF MANNER OF IDENTIFICATION OF PERSONS WITH KNOWLEDGE AND RELEVANT DOCUMENTS, DATA COMPIATION AND TANGIBLE THINGS – 47 C.F.R. § 1.724(f)(3)

Verizon identified persons with potentially relevant information and designated documents, data compilations, and tangible things relevant to this dispute as described below.

Following receipt and review of the complaint, counsel for Verizon – including the undersigned – identified and contacted individuals within the relevant areas of Verizon who were potentially thought to have firsthand knowledge of facts relevant to the Complaint. Counsel requested and/or these individuals identified persons with relevant knowledge and documents in their possession relevant to the allegations contained in the Complaint.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "D. Haga" with a stylized flourish extending to the right.

Christopher M. Miller
David L. Haga
1320 N. Courthouse Road, 9th Floor
Arlington, VA 22201
703-351-3065

Attorneys for Verizon

Oct. 14, 2016

DATE	AUTHOR OR OTHER SOURCE/RECIPIENT	PHYSICAL LOCATION	DESCRIPTION OF RELEVANCE
Oct. 13, 2016	Verizon	Attached to Answer as Exhibit A	Declaration of Daniel P. Lawson
Oct. 13, 2016	Verizon	Attached to Answer as Exhibit B	Declaration of Cara E. White
April 29, 2013	Verizon, Complainant	Attached to Answer as Exhibit 1	Application for ISDN PRI services at Godwin Blvd.
June 13, 2013	Verizon, Complainant	Attached to Answer as Exhibit 2	Agreement for ISDN PRI service at Windsor Blvd.
June 28, 2013	Verizon, Complainant	Attached to Answer as Exhibit 3	Contract for VoIP service at Godwin Blvd.
Nov. 20, 2015	Verizon, Complainant	Attached to Answer as Exhibit 4	Email correspondence between Verizon and Farmers regarding refund.
October 13, 2016	Verizon, Complainant	Attached to Answer as Exhibit 5	Letter from Verizon informing Farmers Bank of credits that have been applied to its account.
April 2015 – November 2015	Verizon	Attached to Answer as Exhibit 6	First page of Verizon monthly invoices from April to November 2015 sent to Complainant at its Godwin Blvd. address.
September 2015	Verizon, Complainant	Attached to Answer as Exhibit 7	Sept. 2015 VoIP Agreement
March 2016	Verizon, Complainant	Attached to Answer as Exhibit 8	Amendment to Sept. 2015 VoIP Agreement
May, 2015 – July, 2015	Verizon	Attached to Answer as Exhibit 9	Excerpt from account notes for Godwin Blvd. VoIP account from May to July 2015

May 4, 2015	Verizon, Complainant	Attached to Answer as Exhibit 10	Letter to Farmers informing it of its overdue balance.
June 1, 2015	Verizon, Complainant	Attached to Answer as Exhibit 11	Letter to Farmers informing it that its account was scheduled to be suspended for non-payment.

**Before The
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554**

Farmers Bank, Windsor, Virginia,)	
)	
Complainant)	
)	
v.	)	Proceeding No. 16-211
	)	Bureau Id No. EB-16-MD-002
)	
Verizon Business Network Services Inc.)	
)	
and)	
)	
MCI Communications Services, Inc.)	
d/b/a Verizon Business Services,)	
)	
Defendants.)	

CERTIFICATE OF SETTLEMENT DISCUSSIONS

Pursuant to Section 1.724(h) of the Commission’s Rules (47 C.F.R. § 1.724(h)), Verizon Business Network Services Inc. and MCI Communications Services, Inc. d/b/a Verizon Business Services (collectively, “Verizon”) hereby certify that they have, in good faith, discussed the possibility of settlement with the Complainant and attempted to resolve the matters in dispute.

Farmers Bank filed its Formal Complaint (“Complaint”) on June 24, 2016. As noted in Verizon’s Answer (at 5-7), the parties previously had discussed at least some of the issues raised by the Complaint, and Farmers Bank raised some of them in complaints submitted to the Virginia State Corporation Commission in October 2015. In November 2015, Verizon provided Farmers Bank with a refund for certain amounts the bank had paid for certain services provided at its Godwin Blvd. branch. The Complaint does not allege that Farmers Bank contacted Verizon to raise or discuss the possibility of a formal complaint between then and when it filed

the Complaint in this proceeding on June 24, 2016. The Complaint does not contain a certification indicating that Farmers Bank sent a certified letter to Verizon outlining the allegations that form the basis of the complaint it anticipated filing with the Commission as contemplated by 47 C.F.R. § 1.721(a)(8).

Upon receipt of the Complaint, Verizon contacted Farmers Bank to address the issues it raised and to discuss potential resolution of the case. Working with Farmers Bank, Verizon coordinated onsite testing with the bank's vendor and a third party equipment vendor that identified and successfully resolved the location information issue raised by the Complaint. *See* Answer at 6. Verizon also investigated and resolved the billing issues raised by the Complaint, stopping billing on and closing certain accounts, and has provided corresponding credits to fully resolve those issues. *Id.* That left certain monetary damages claims asserted by Complainant.

The parties engaged in numerous phone calls and emails over a period of months and, ultimately, a face-to-face meeting on October 7, 2016 to discuss settlement, but were unable to reach a global resolution – including for the remaining monetary damages claims asserted by Complainant. Nevertheless, without admitting liability and in an effort to narrow the issues before the Bureau, Verizon has provided credits to Farmers Bank to cover many of the damages claims asserted in the Complaint. For the Bureau's convenience, Appendix A to the Legal Analysis attached to the Answer lists all damages claims (or potential damages claims) Verizon could identify and denotes where Verizon has provided credit to resolve the corresponding claim.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "D. Haga". The signature is stylized with a large initial "D" and a long horizontal stroke.

Christopher M. Miller
David L. Haga
1320 N. Courthouse Road, 9th Floor
Arlington, VA 22201
(703) 351-3065

Attorneys for Verizon

October 14, 2016

CERTIFICATE OF SERVICE

I hereby certify that, on this 14th day of October, 2016, I served a true and correct copy of the foregoing document to the following in the manner indicated below:

Kelley C. Holland
Stephen G. Test
Williams Mullen, P.C.
222 Central Park Avenue, Suite 1700
Virginia Beach, Virginia 23462
kholland@williamsmullen.com
stest@williamsmullen.com
Via electronic mail

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street SW
Room TW-A325
Washington, DC 20554
VIA ECFS

Lisa Griffin
Federal Communications Commission
445 12th Street SW
Washington, DC 20554
lisa.griffin@fcc.gov
Via electronic mail and hand delivery

Anthony DeLaurentis
Federal Communications Commission
445 12th Street SW
Washington, DC 20554
anthony.delaurentis@fcc.gov
Via electronic mail and hand delivery

Sandra Gray-Fields
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554
sandra.gray-fields@fcc.gov
Via electronic mail and hand delivery



David Haga