

Fill in this information to identify the case:

Debtor Broadview Networks, Inc.

United States Bankruptcy Court for the: Southern District of New York
(State)

Case number 19-22456

Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>800 Phone Numbers, LLC</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor <u>Robert Liff</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? 800 Phone Numbers, LLC Russell D. Barr, Esq. 125 Mountain Road Stowe, Vermont 05672, USA Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should payments to the creditor be sent? (if different) Contact phone <u>802.253.6272</u> Contact email <u>russ@barrlaw.com</u>
	Contact phone _____ Contact email _____ Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: __ __ __ __
7. How much is the claim?	\$ <u>600,000.00</u> Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.</p> <p><u>Telephone numbers taken illegally by Broadview Networks, Inc.</u></p>
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature or property: <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 07/11/2019
MM / DD / YYYY

/s/Russell D. Barr, Esq.
Signature

Print the name of the person who is completing and signing this claim:

Name Russell D. Barr, Esq.
First name Middle name Last name

Title Founder and Managing Partner

Company Barr Law Group
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (877) 759-8815 | International (424) 236-7262

Debtor: 19-22456 - Broadview Networks, Inc.		
District: Southern District of New York, White Plains Division		
Creditor: 800 Phone Numbers, LLC Russell D. Barr, Esq. 125 Mountain Road Stowe, Vermont, 05672 USA Phone: 802.253.6272 Phone 2: Fax: 802.253.6055 Email: russ@barrlaw.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Authorized agent	
Other Names Used with Debtor: Robert Liff	Amends Claim: No Acquired Claim: No	
Basis of Claim: Telephone numbers taken illegally by Broadview Networks, Inc.	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 600,000.00	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Russell D. Barr, Esq. on 11-Jul-2019 1:40:51 p.m. Eastern Time Title: Founder and Managing Partner Company: Barr Law Group		

AMERICAN ARBITRATION ASSOCIATION
STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
800 PHONE NUMBERS, LLC,

Claimant,

-against-

BROADVIEW NETWORKS, INC.,

Respondent.
-----X

Case No.

**AMENDED
STATEMENT OF CLAIM**

TO THE AMERICAN ARBITRATION ASSOCIATION:

Claimant, 800 Phone Numbers, LLC (the "Claimant"), by and through its attorneys, Barr Law Group, as and for its Statement of Claim against Respondent, Broadview Networks, Inc. (the "Respondent"), hereby alleges and avers as follows:

INTRODUCTION

The current dispute arises out of Claimant's payment for the unencumbered use of two vanity numbers ((212) 200-0000 and (646) 222-2222, collectively referred to herein as the "Numbers") from Respondent. Over the course of several months, Claimant had an active, paid account with Respondent in which Claimant ordered and controlled the use of various vanity numbers from Respondent without issue. On or about February 11, 2016, Claimant ordered the Numbers at issue where they went through Respondent's validation and provisioning process. On or about February 25, 2016, Respondent approved Claimant's right to control and its unencumbered use of the Numbers. After only a few months – wherein the Numbers were ported to another provider, paid for, and in use by Claimant – Respondent unlawfully ported the Numbers back without any notification to Claimant.

JURISDICTION AND VENUE

1. Respondent's Master Terms and Conditions (the "Agreement"), states that any dispute unable to be resolved without formal proceedings "shall be the subject of mandatory arbitration. Such arbitration shall be conducted under the U.S. Arbitration Act (Title 9, U.S. Code), and under the Commercial Arbitration Rules of the American Arbitration Association . . . in New York, New York." See Agreement, a copy of which is attached hereto as **Exhibit A.**

PARTIES

2. Claimant, 800 Phone Numbers, LLC, is a registered New Jersey limited liability company with its principal place of business located at 11 Saupe Drive, Manalapan, New Jersey 07726.
3. Respondent, Broadview Networks, Inc. is a registered New York corporation with its principal place business located at 800 Westchester Avenue, Suite N-501, Rye Brook, New York 10573.

FACTUAL BACKGROUND

4. Robert Liff ("Mr. Liff") is the owner of Claimant and its principal representative.
5. Respondent is a telecommunications service provider with a worldwide presence.
6. Mr. Liff, on behalf of Claimant, had a longstanding business relationship with Respondent to order the rights to control specific vanity numbers.
7. At all relevant times, Respondent billed Claimant for the Numbers and Claimant paid the required fees, and continues to do so, for an active account with Respondent and for the Numbers' use.

8. At all relevant times, Respondent paid an additional premium for the (212) 200-0000 number and continues to do so.
9. Throughout the course of the business relationship, Mr. Liff worked with one particular representative of Respondent, Vincente Aguilon ("Mr. Aguilon"), out of Manila, Philippines to order vanity numbers and/or remote call forwarding lines.
10. Over the course of several months, Mr. Liff emailed back and forth with Mr. Aguilon to order various numbers for Claimant's use.
11. On or about February 11, 2016, Mr. Liff requested the Numbers by submitting an Order Form and Agreement (attached hereto as **Exhibit B**) and a Letter of Authorization (attached hereto as **Exhibit C**).
12. Respondent represented that the Numbers were non-working, disconnected telephone numbers that were available for the control and unencumbered use by Claimant.
13. Accordingly, Respondent represented that the Numbers went through Respondent's validation and provisioning process to ensure that were available for use by Claimant.
14. On or about February 25, 2016, Respondent approved Claimant's use of the Numbers.
15. On or about August 18, 2016, Call Source – a third-party business solutions company used by Claimant – submitted a provisioning request to port/transfer in the Numbers from Respondent.
16. As a result, on or about August 25, 2016, the Numbers were transferred from Respondent to Call Source, using Level 3 Communications ("Level 3") – a telecommunications service provider – to port in the Numbers. This transfer was approved by Respondent.

17. As of August 30, 2016, both numbers received a Forced Order Commitment and were ported from Respondent to Level 3. Thus, Call Source assigned the working numbers to Claimant's account for his control and unencumbered use.
18. With the numbers now authorized for use by Claimant for its business, it proceeded to use at least one of the Numbers in a commercial and represented to the world-at-large that the Numbers were operational and usable for Claimant's business.
19. However, this was short-lived because on or about October 11, 2016, Call Source received an email notification that Level 3 was contacted by Respondent claiming that the Numbers were ported without authorization.
20. In response, Call Source explained to Level 3 that Mr. Liff submitted a valid Letter of Authorization and produced the original invoice from Respondent as proof (attached hereto as **Exhibit D**).
21. On or about October 19, 2016, Level 3 alerted Call Source that the Numbers were ported away from Call Source by Respondent. Respondent ported the numbers away from Call Source without authorization or notice to Mr. Liff.
22. At no time did Respondent notify Claimant or Mr. Liff about its claim that the Numbers were ported without authorization.
23. Thinking that the change in service was authorized by Claimant, Call Source contacted Mr. Liff to verify authorization of this change. However, Mr. Liff informed Call Source that Claimant did not authorize the action and it should be considered invalid. Thus, Respondent stole the Numbers from Claimant.
24. Consequently, Mr. Liff filed a complaint with Respondent about the stolen Numbers.

25. Additionally, Call Source created a LNP service outage order with Level 3 to port the numbers back. Level 3 also contacted Respondent about the unauthorized transfer but it was unresponsive.
26. On or about October 21, 2016, Respondent finally responds to Level 3 – but not Claimant or its complaint – by acknowledging receipt of Claimant’s “slamming” complaint but claimed that the numbers originally belonged to Respondent’s wholesale customer and should have never been ported to Level 3.
27. Upon notification of Respondent’s refusal to return the Numbers, combined with Respondent’s refusal to communicate with Claimant, Claimant filed a complaint with the State of New Jersey Board of Public Utilities on or about October 26, 2016.
28. Also on or about October 26, 2016, Claimant filed a complaint with the Federal Communications Commission (the “FCC”) upon Level 3’s recommendation. An FCC investigation ensued.
29. Despite Respondent’s unresponsiveness to Mr. Liff, it still managed to freeze Claimant’s account rendering it unusable and continues to charge Claimant for its use. Freezing an account is a complex process that must get approval from numerous departments and proceed through assignment and routing. Thus, this is an intentional and unlawful action taken against Claimant.
30. In addition to charging Claimant for a frozen account, Respondent continues to charge Claimant a premium for the “212” number that is unusable. Claimant has repeatedly inquired with Respondent about being charged for an unusable account. Respondent has failed to respond to Claimant’s inquiries.

31. In contrast, Respondent has responded to the FCC complaint with blatant misrepresentations. Specifically, Respondent claimed its customer service representative had no authority or right to transfer the Numbers to Claimant. However, the communications between Respondent's representative and Claimant show that the representative had authority and that the Numbers underwent Respondent's provisioning process garnering ultimate approval.
32. Additionally, Respondent claims that the Numbers were already assigned to a wholesale customer and were "temporarily assigned in error" to Claimant. Therefore, Respondent claims that the Numbers "should not and could not properly have been given to it."
33. Even if Respondent's "temporarily assigned" the Numbers to Claimant in error, the fact remains that Claimant contracted for, paid monies, and used the Numbers based on the representations made by Respondent.
34. If anything, Respondent committed an internal error and is improperly blaming Claimant for Respondent's actions, unlawfully charging Claimant for Respondent's mistake, and continues to damage Claimant for no lawful reason.
35. Further, the wholesale customer allegedly assigned the Numbers is Eagle Communications, a reseller with close ties to Respondent.
36. Upon information and belief, and in contradiction to Respondent's representations, Eagle Communications did not use the Numbers because the Numbers were unavailable. It is unknown if the Numbers remain unavailable.
37. Upon information and belief, Respondent has improperly charged both Claimant and the Eagle Communications for use of the Numbers.

38. Double charging two consumers for the same service is egregious tortious conduct directed at Claimant, and its targeting of Eagle Communications indicates Respondent's pattern of misconduct aimed at the public-at-large.
39. Respondent also continues to freeze Claimant's account while charging it for both the account's use and the premium associated with the "212" number.
40. Consequently, Respondent is illegally profiting from the Numbers to the detriment of Claimant.
41. As a result of Claimant's reasonable reliance on Respondent's egregious conduct, omissions and misrepresentations, Claimant has suffered and continues to suffer harm to its business for use of the Numbers that have been illegally stolen by Respondent.

CAUSES OF ACTION

COUNT I

Breach of Contract

42. Claimant incorporates the allegations throughout this Statement of Claim as if fully set forth hereunder.
43. In providing its services to Claimant, Respondents agreed to bill Claimant and retain payment for an account in which Claimant ordered and controlled the Numbers for its unencumbered use.
44. In providing its services to Claimant, Respondent billed Claimant and retained payments from Claimant for services that were not performed and for services that were falsely represented to have been performed.
45. For good and valuable consideration, Respondent agreed to provide the Numbers for Claimant's control and unencumbered use.

46. Respondent breached the contract with Claimant by failing to provide Claimant with the control and unencumbered use of the Numbers that were contracted for, and by falsely representing the validity of those Numbers.
47. Respondent breached the contract with Claimant by freezing its account with Respondent and continuing to charge Claimant for the account's use and an additional premium for the (212) 200-0000 number's use.
48. As a consequence of Respondent's breach, Claimant has suffered and continues to suffer harm and damages in an amount to be determined through arbitration.

COUNT II

Breach of Good Faith and Fair Dealing

49. Claimant incorporates the allegations throughout this Statement of Claim as if fully set forth hereunder.
50. At all relevant times, the parties were bound to execute their agreement for the use of the Numbers consistent with the covenant of good faith and fair dealing.
51. Claimant expended money and resources to both pay and assist Respondent in its providing an account, the Numbers, and services according to the requests of Respondent, along with the continued control and unencumbered use of the Numbers.
52. Claimant reasonably expected that the money and expenditure of time and resources were being used by Respondent to prepare the Numbers for Claimant's control and unencumbered use.
53. In fact, Claimant's money, time, and resources were not being used for the preparation, control, and unencumbered use of the Numbers, and worse, Claimant's money, time, and

resources were being funneled to telecommunication services filled with false efforts, false information, and the fraudulent appearance of unencumbered Numbers.

54. As a consequence of Respondent's wrongful acts and conduct, Claimant has suffered and continues to suffer harm and damages, and Respondents have been and continue to be unjustly enriched.

COUNT III

Specific Performance

55. Claimant incorporates the allegations throughout this Statement of Claim as if fully set forth hereunder.

56. In providing its services to Claimant, Respondent agreed to bill Claimant and retain payment for an account, and for a premium associated with the "212" number, in which Claimant ordered and controlled the Numbers for its unencumbered use.

57. In providing its services to Claimant, Respondent billed Claimant and retained payments from Claimant for services that were not performed and for services that were falsely represented to have been performed.

58. For good and valuable consideration, Respondent agreed to provide the Numbers for Claimant's control and unencumbered use.

59. Claimant is ready, willing, and able to perform its contract with Respondent as it has paid and continues to pay for an account with Claimant, and it has paid the additional premium associated with the (212) 200-0000 number's use.

60. As a result, Claimant has fulfilled all of its duties under the contract with Respondent to date.

61. Respondent has the power to perform under its contract with Claimant by returning the Numbers for Claimant's control and unencumbered use, as it improperly reclaimed the Numbers.

62. The Numbers are unique in nature.

63. Specific performance is necessary here, as there is no adequate remedy at law.

64. Therefore, Claimant is entitled to specific performance of the contract and demands that Respondent return the Numbers to Claimant for its control and unencumbered use.

COUNT IV

Quantum Meruit/Unjust Enrichment

65. Claimant incorporates the allegations throughout this Statement of Claim as if fully set forth hereunder.

66. Respondent billed Claimant for telecommunication services that were not performed.

67. Respondent accepted and retained consideration for telecommunication services that were not performed.

68. As a consequence of Respondent's wrongful acts and conduct, Claimant has suffered and continues to suffer harm and damages, and Claimant has been and continues to be unjustly enriched.

COUNT V

Consumer Fraud – Deceptive Acts and Practices Unlawful – Violation of N.Y. Gen. Bus. Law §§ 349, et al.

69. Claimant incorporates the allegations throughout this Statement of Claim as if fully set forth hereunder.

70. Respondents are engaged in consumer-oriented telecommunications practices and made misrepresentations, concealed information, and engaged in deceptive acts practices that were

likely to mislead and, in fact, did mislead Claimant with regard to the availability, control, and unencumbered use of the Numbers.

71. Specifically, in order to induce Claimant to avail itself of the Respondent's services and in exchange for fees, Respondents represented that the Numbers were non-working, disconnected telephone numbers that were available for the right to use by Claimant.
72. Claimant reasonably interpreted the Respondent's misrepresentations in this regard, and paid fees and made use of the Numbers the benefit of Respondent and to its own detriment.
73. The misleading effect of Respondent's misrepresentations, willful omissions, or fraudulent practices were material because they affected Claimant's decision to select the Numbers and use them for its business in reliance upon the representations of Respondents.
74. The Respondent's misrepresentations, willful omissions, or fraudulent practices were made with wanton disregard for the rights of Claimant.
75. As a result, Claimant suffered and continues to suffer harm and damages.

COUNT VI

Negligence

76. Claimant incorporates the allegations throughout this Statement of Claim as if fully set forth hereunder.
77. In providing good and valuable consideration for its services, Respondents owed Claimant a duty of reasonable care in providing its services to Claimant.
78. Respondent breached its duty when it provided Claimant Numbers that were already assigned to a wholesale customer and were "temporarily assigned in error" to Claimant.
79. As a direct and proximate result of this breach, Claimant suffered and continues to suffer harm and damages in an amount to be determined in arbitration.

COUNT VII

Conversion

80. Claimant incorporates the allegations throughout this Statement of Claim as if fully set forth hereunder.
81. Claimant has paid for the possession, control, and unencumbered use of the specifically identifiable Numbers.
82. Respondent has exercised dominion and/or interfered with Claimant's possession, control, and unencumbered use of the Numbers, in derogations of Claimant's rights.
83. As a result, Claimant suffered and continues to suffer harm and damages.

WHEREFORE, Claimant respectfully requests the following relief:

1. Compensatory, consequential, and general damages in an amount to be determined at arbitration;
2. Disgorgement and restitution of all earnings, profits, compensation and benefits received by Respondent as a result of their unlawful acts and practices;
3. Punitive damages for each claim to the maximum extent available under law on account of the outrageous nature of Respondent's willful and wanton disregard for Claimant's rights;
4. Award treble damages under N.Y. Gen. Bus. Law §§ 349 et al. in an amount to be determined at arbitration;
5. Costs and disbursements of the action;
6. Pre- and post-judgment interest;
7. Reasonable attorneys' fees; and
8. Such other relief as the Arbitrator deems just and proper.

Dated: October 20, 2017
Stowe, Vermont

Respectfully Submitted,

Barr Law Group

By: 

Russell D. Barr
125 Mountain Road
Stowe, VT 05672
Phone: 802.253.6272
Fax: 802.253.6055
Email: russ@barrlaw.com

EXHIBIT A



800 Westchester Ave.
Suite N-501
Rye Brook, NY 10573
800-405-2200

Master Terms and Conditions

Services: Services (the "Services") are as set forth on the Order Form and are provided by Broadview Networks, Inc. and/or its affiliates and/or subsidiaries ("Company"). Provision of the Services is subject to Company Tariffs, as modified from time to time, on file with applicable federal and state regulatory agencies. Any conflict or inconsistency among or between (i) these Master Terms and Conditions, (ii) the Product-Specific Terms and Conditions, (iii) the Order Form and (iv) the Service Proposal shall be resolved according to the above order of precedence, from the document with the greatest control to the least. Hereinafter, (i) these Master Terms and Conditions, (ii) the Product-Specific Terms and Conditions, (iii) the Order Form and (iv) the Service Proposal shall be collectively referred to as the "Agreement."

Availability of the Services: The Company shall use commercially reasonable efforts to provide the Services. The Company's obligation to furnish the Services is dependent upon its ability to obtain and retain (i) access to suitable facilities and services without unreasonable expense and (ii) all necessary governmental authorizations. The Services may be (i) temporarily refused due system capacity limits or to other circumstances beyond Company's control or (ii) temporarily interrupted due to facilities modifications, upgrades, relocations or repairs or similar activities necessary for the proper or improved provision of the Services. Company reserves the right to modify the Services from time to time. Customer shall obtain no property right in the use of any facility, connection, equipment, number, process or code.

Order Acceptance: No order for the Services shall be binding upon Company until such order has been accepted in writing by Company. Company, in its sole discretion, may decline to accept any order for the Services. All orders are subject to credit approval.

Term: The Term of the Agreement shall be as set forth on the Order Form and shall commence on the earlier of (i) the date the Services are activated by Company or Customer or (ii) the date specified in the applicable Product-Specific Terms and Conditions. The Term shall automatically extend for 1 year periods, unless Customer notifies Company in writing of its intent not to renew at least 30 days prior to the end of the current Term. Fees may apply in the event that (i) Customer cancels an order for the Services prior to activation of the Services, or (ii) if Customer discontinues the Services prior to the end of the current Term, or (iii) Company terminates the Services as a result of Customer's breach of these Master Terms and Conditions or the applicable Product-Specific Terms and Conditions. Early termination fees are set forth on the Order Form. Customer agrees that these early termination fees represent liquidated damages and not a penalty and are a reasonable estimate of the actual reduction in value of this Agreement that Company will sustain.

Rates and Charges: Rates and charges for the Services are set forth on the Order Form, on Company's Standard Pricing Schedules and in the Tariffs. All listed rates and charges are exclusive of federal, state and local sales, use, value added, excise, duty and other taxes, as well as amounts paid by Company, directly or indirectly, to, or as a result of, actions taken by, governmental or quasi-governmental authorities, which amounts may be passed on to Customer by Company, with associated administrative fees. Installation, change, expedite, overage, disconnection, reconnection, repair, early termination and other non-recurring charges may apply. Calls using the Services are rounded up to the next minute at the termination of the call.

Rate Adjustments: Customer may terminate this Agreement on thirty (30) days' prior written notice to Company with no further liability to Company in the event that Company increases the overall rates for the Services in an aggregate amount in excess of five percent (5%) in any twelve (12) month period; provided that Customer shall be required to pay for all of the Services provided to it by Company prior to the date of termination; provided further that Customer may not terminate this Agreement pursuant to this section in the event that Company withdraws Customer's rate increase in writing within twenty (20) days of the receipt of Customer's termination notice.

Unauthorized Use of Services: Customer shall bear the risk of loss arising from any unauthorized or fraudulent use of the Services provided under this Agreement to Customer. Company reserves the right, but is not required, to take any and all action it deems appropriate (including, without limitation, blocking access to particular calling numbers or geographic areas) to prevent or terminate any fraud or abuse in connection with the Services, or any use thereof.

Payment Terms: Customer assumes responsibility, and agrees to pay, Company all amounts due for the Services, including associated taxes, fees and surcharges. Usage-sensitive charges will be billed monthly in arrears; recurring charges will be billed monthly in advance; nonrecurring charges will be billed upon completion of the associated activity. All invoices are due and payable within 20 days of the invoice date (the "Due Date"). Customer may be charged a late payment fee, in addition to, the late payment charge of 1.5% of the past due amount. Billing shall be deemed correct and binding on Customer unless Customer notifies Company in writing of a dispute within 30 days following the invoice date. Customer agrees to pay all costs incurred by Company in collecting any amounts due hereunder, including, without limitation, reasonable attorney and collection agency fees. Customers who provide payment by means of credit or debit cards, or who provide a credit or debit card as security, authorize the Company to charge said credit or debit card for all amounts due hereunder.

Security Deposit: Company reserves the right to require a security deposit from Customer at any time based on Company's assessment of Customer's credit status and payment history.

Warranty: COMPANY SHALL EXERCISE COMMERCIALY REASONABLE EFFORTS TO MAINTAIN ACCEPTABLE PERFORMANCE, BUT MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE SERVICES OR THE FACILITIES OR THE EQUIPMENT BY MEANS OF WHICH THE SERVICES ARE PROVIDED, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY CANNOT AND DOES NOT GUARANTEE CONTINUOUS SERVICE, SERVICE AT ANY GIVEN TIME OR SPEED, OR THE INTEGRITY OF DATA STORED OR TRANSMITTED VIA THE SERVICES.

Force Majeure: Neither party shall be liable for any delay or failure in performance, other than timely payment of amounts due hereunder, due to Force Majeure, which shall include, without limitation, acts of God, labor disputes, terrorist activities, changes in law or government policy, riots, war, fire, epidemics, acts or omissions of vendors or suppliers, third party non-performance, equipment failures, or other occurrences which are beyond the delayed party's reasonable control.

Limitation of Liability: COMPANY SHALL NOT BE LIABLE FOR DAMAGES, INJURY OR COSTS ARISING OUT OF (I) DELAYS, MISTAKES, ERRORS, OMISSIONS, INTERRUPTIONS OR DEFECTS IN TRANSMISSION; (II) DELAYS OR OTHER PROBLEMS ASSOCIATED WITH INSTALLATION, PROVISIONING, TERMINATION, MAINTENANCE, REPAIR, INTERRUPTION OR RESTORATION OF THE SERVICES; (III) INADVERTENT DISCLOSURE, CORRUPTION OR ERASURE OF DATA; (IV) SERVICES OR FACILITIES NOT FURNISHED BY COMPANY; (V) ANY ACT OR OMISSION OF A THIRD-PARTY FURNISHING ANY PORTION OF THE SERVICES OR FACILITIES USED TO PROVIDE THE SERVICES; OR (VI) ANY EVENT THAT PREVENTS COMPANY FROM PERFORMING OBLIGATIONS UNDER THIS AGREEMENT BEYOND THE REASONABLE CONTROL OF COMPANY. COMPANY'S LIABILITY, IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES, WHICH SHALL NOT EXCEED AN AMOUNT EQUAL TO CHARGES PAID BY CUSTOMER FOR THE SERVICE PERIOD IN WHICH THE LIABILITY WAS INCURRED; PROVIDED, HOWEVER, THAT COMPANY'S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF THIS AGREEMENT NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID BY CUSTOMER TO COMPANY IN THE LATEST THREE-MONTH PERIOD. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, ECONOMIC LOSS OR LOSS OF USE, PROFITS, REVENUE, OR GOODWILL, HOWEVER CAUSED,

WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE, EVEN IF COMPANY HAD BEEN ADVISED OF THE POSSIBILITY. FOR THE AVOIDANCE OF ANY DOUBT; PROVIDED, HOWEVER, THAT ANY AMOUNTS PAID PURSUANT TO A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT SHALL BE DEEMED DIRECT DAMAGES.

Indemnification: Customer agrees to defend, indemnify and hold harmless Company and its employees, officers, directors or agents from any third party claims or actions or any losses, damages or costs, including costs and reasonable attorney's fees, attributed to, arising out of or resulting from Company's provision or Customer's use of the Services.

Telephone Numbers: In no event shall Company be liable for (i) any telephone numbers published or distributed by Customer prior to executing this Agreement or (ii) for any directory publishing errors.

Termination: Company may temporarily suspend or permanently terminate Services to Customer without liability (a) on ten (10) days written notice to Customer in the event that Customer fails to timely pay amounts due to Company, (b) on thirty (30) days written notice to Customer in the event that Customer (i) provides fraudulent billing information, (ii) violates this Agreement, any other Agreement between Company and Customer, Company's Acceptable Use Policy, Company Tariffs or applicable laws or regulations and fails to cure such violation within the thirty (30) day notice period, or (iii) uses the Services in a manner that is excessive or unreasonable when compared to the predominant usage patterns of other customers on a similar service plan in Customer's geographic area; (b) immediately by reason of an order of a court or regulatory or other governmental authority; (c) immediately upon institution by or against Customer of a proceeding for relief under the Bankruptcy Code, the insolvency of Customer or the appointment of a receiver of Customer's property; or (d) immediately if Company deems such action necessary to protect itself or third parties against fraud or to protect its personnel, agents or services. Company may also pursue such other remedies as may be available to it at law or in equity. Neither termination nor expiration of Customer's Services shall relieve Customer of liabilities previously accrued hereunder. Early termination charges may apply if the Services are cancelled prior to the end of the Term of this Agreement, including, without limitation, payment of any non-recurring charges waived by Company.

Acceptable Use Policy: The Services shall be used only for lawful purposes. In using Services, Customer shall not engage in any illegal, abusive or unethical activity, including, but not limited to, the display or distribution of pornography or other obscene, vulgar, profane, offensive or sexually explicit materials, perpetration of fraud, libel, defamation or other violations of privacy, hacking, spreading computer viruses, pirating software or other materials, promoting or conducting gambling, publishing threats or racial, ethnic or sexual slurs or engaging in intimidation or other forms of harassment. Customer shall not

upload, post or otherwise transmit any content that it does not have a right to transmit under any law or under contractual or fiduciary relationships, including, but not limited to, insider information, proprietary and confidential information, or content which violates or infringes any copyright, trademark, patent, statutory, common law or proprietary rights of others. Customer shall not transmit unsolicited messages, list Company in any spammed message, or reply-to address or send large volumes of unsolicited e-mail to individuals or to individual business accounts. Customer commits to defend, indemnify and hold harmless Company and its employees, officers, directors or agents from any and all claims or actions of whatever nature or arising out of or resulting from Customer's failure to fully comply with these Acceptable Use Policies.

Limitations on Services: Notwithstanding any other provision contained herein, this Agreement shall apply only to non-carrier services provided directly to Customer for use only by Customer. For the avoidance of doubt, Customer may not purchase services under this Agreement and resell the Services to end users. In the event that Customer uses the Services in a manner that is inappropriate, excessive or unreasonable when compared to the predominant usage patterns of other customers on a similar service plan in Customer's geographic area, Company reserves the right to implement new or different charges or move Customer to a rate plan consistent with Customer's use of the Services. Inappropriate usage includes, but is not limited to, using certain Company services or calling plans in conjunction with an auto-dialer, call center or certain automated switching equipment, or for calls made to numbers used in connection with hotlines or radio broadcasting services. The Company reserves the right to change the calling plan of customers with inappropriate usage or who are not in compliance with the restrictions set forth in the applicable tariff.

Additional Customer Responsibilities: Customer shall supply space, equipment, network, wiring, electrical power and environmental conditions suitable for, and compatible with, Company's provision of the Services. Any equipment provided by Company shall remain property of Company and shall be promptly returned to Company in good working order upon termination or expiration of the Term of this Agreement. Customer is responsible for all use of Services, with or without its knowledge or consent. Customer is solely responsible for maintaining the security of its account, password, files, network and user access. Customer agrees that Company does not monitor, review or restrict information, communications, software, photos, video, graphics, music, sounds, services or other material available from third parties via the Services ("Content"), and that Customer bears all risks associated with the accuracy, completeness, reliability or usefulness of said Content. Customer shall be liable for damage to Company equipment and network facilities caused by (i) Customer, or Customer's agents, employees or suppliers or (ii) malfunction or failure of any equipment or facility provided by Customer or its agents, employees or suppliers.

Installation: Customer represents that it has or has secured the authority necessary for installation of all equipment necessary to

provide the Services. Customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for such installation. Customer shall allow Company reasonable access and right-of-way to Customer's premises for equipment installation and maintenance. Company shall exercise commercially reasonable efforts to schedule and conduct installation and maintenance activities so as not to unreasonably interfere with Customer's operations. Customer agrees to pay a Missed Appointment Fee if (i) Customer cancels a scheduled appointment on less than 24 hours notice or; (ii) an Installation Technician is unable to complete installation because Customer is not available and/or unable to grant access to all areas required for successful installation. In the event that Customer, by its actions or inactions, delays the installation of the Services, Broadview may, in its sole discretion, and after reasonable notice and option to cure, charge all non-Recurring charges in full.

Intellectual Property: Company grants Customer a non-exclusive, non-transferable, revocable, limited license to use the Services and all hardware and software necessary to access the Services, in strict accordance with this Agreement, said license to automatically terminate upon termination of Company's provision of the Services to Customer. Title, property rights, software and hardware licenses, including all intellectual property rights ("IP Rights"), are and shall remain with Company, whether or not embedded in the Services. Customer will not acquire or claim any right, title or interest in or to the IP Rights through purchase and use of the Services. IP addresses and other personal identifiers assigned by Company for Customer's use remain the property of Company and shall revert back to Company upon discontinuance of the Services.

Dispute Resolution: The parties shall attempt to resolve all disputes cooperatively without formal proceedings. Any claim, dispute or controversy (whether in contract, tort or otherwise) relating to the sale or provision of the Services or this Agreement which cannot be so resolved (other than the collection of amounts due for the Services and requests for injunctive relief) shall be the subject of mandatory arbitration. Such arbitration shall be conducted in accordance with the U.S. Arbitration Act (Title 9, U.S. Code), and under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted in New York, New York. The decision of the arbitrator shall be final and binding upon the parties. Judgment upon the arbitration award may be entered in any court of competent jurisdiction. Each dispute must be conducted individually and not in conjunction with disputes of other customers. ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR IN COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS ACTION OR REPRESENTATIVE ACTION OR AS A MEMBER IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. CUSTOMER WILL NOT BE A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE PARTICIPATE IN A CLASS, CONSOLIDATED OR REPRESENTATIVE PROCEEDING.

Survival: The provisions contained in this Agreement that by their context are intended to survive termination or expiration of this Agreement shall survive, including without limitation, the Warranty, Limitations on Liability, Indemnification, Acceptable Use Policy, Intellectual Property, Dispute Resolution, Survival and Miscellaneous Sections.

Notices: All notices hereunder shall be in writing and deemed delivered upon receipt by the receiving party, or refusal of delivery, when deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or when sent by an overnight delivery service (with delivery confirmation) to the addresses set forth in the Order Form, or to such other address(es) as the parties may designate from time to time.

Third Parties: Customer may not transfer any of its rights or obligations under this Agreement to a third party without the express, prior written consent of Company. The rights and obligations under this Agreement shall survive any merger or sale of a party and shall be binding upon the successors and permitted assigns of each party. This Agreement shall be binding upon and inure to the exclusive benefit of the parties hereto, and their respective permitted assigns, heirs, successors and legal representatives. It is not the intent of the parties that there be any third party beneficiaries of this Agreement.

Relationship of Parties: Company and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Company and Customer. Neither Company nor Customer will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

Amendment\Waiver: Unless otherwise provided herein, this Agreement may be amended only by an instrument in writing duly executed by both parties. No waiver by a party of a breach of this Agreement by the other party shall be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other provision hereof. No failure on the part of either party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof.

Regulatory Change: Notwithstanding anything else to the contrary in this Agreement, Company may unilaterally amend this Agreement, including, without limitation, pricing, in response to a regulatory change that materially changes the technical feasibility or economics of providing the Services. In the event that Company exercises this option and the rate adjustment is not otherwise allowable hereunder, Customer shall have thirty (30) days from written notice thereof to terminate this Agreement without liability.

Entire Agreement\Severability: This Agreement, including the Master Terms and Conditions, the Product-Specific Terms and Conditions, the Order Form, the Service Proposal and the Tariffs, all as incorporated by reference, set forth the entire understanding of the parties with respect to the subject matter

hereof and supersede all prior agreements and collateral covenants, arrangements, communications, representations and warranties, whether oral or written, by either party (or any officer, director, employee or representative thereof) with respect to the subject matter hereof. If any provision of this Agreement is determined to be invalid or contrary to any existing or future law of any jurisdiction or any order or regulation of a court or governmental authority, such invalidity shall not impair the operation of or affect those provisions in any other jurisdiction or any other provisions hereof which are valid, and the invalid provisions shall be construed in such manner as shall be as similar in terms to such invalid provisions as may be possible, consistent with applicable law.

Governing Law\Consent to Jurisdiction: This service arrangement shall be governed by the laws of the State of New York without regard to its choice of law provisions. Each party consents to the personal jurisdiction and venue of the New York State Courts located in New York County, New York. THE PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR THE SERVICES PROVIDED BY COMPANY.

Authorization to Use CPNI: Customer hereby authorizes Company to use and to disclose and permit access by its affiliates and partners to Customer's customer proprietary network information ("CPNI") to enhance Company's ability to offer products and services tailored to Customer's needs. CPNI is information that relates to the quantity, technical configuration, type, destination and amount of use of Services by Customer and that is available to Company solely as a result of Company's provision of Services to Customer. Under federal law, Company has a duty to protect Customer's CPNI and Customer has the right to prohibit certain uses of its CPNI. Although Customer's authorization to Company to use, disclose and permit access to Customer's CPNI will remain in effect until Customer affirmatively revokes such authorization, Customer may withdraw its authorization at any time by notifying Company in writing. Denial of authorization to use, disclose and permit access to Customer's CPNI will not affect Company's provision of the Services to Customer.

EXHIBIT B



ORDER FORM & AGREEMENT
800 Phone Numbers
February 11, 2016

Deal Number: 1510755971
Account Executive: Vicente Aguillon

Company Information

Company Name: 800 Phone Numbers
Address: 11 Saups Dr, Manalapan, NJ 07726
Main Phone #:
Website:
Primary Contact Name: Robert Lift
Primary Contact Phone: (917) 941-4286
Primary Contact Email: RSL711@aol.com

Business Type: _____
Federal Tax ID #: 47-472082
Social Security #: _____
Bank Name: TD Bank
Bank Account #: _____
D-U-N-S #: _____
Tax Exempt Status: _____

Summary of Monthly Recurring Charges

11 Saups Dr, Manalapan, NJ 07726

Product	Variable	Fixed (MRC)
POTS: ClearPak Measured 4.0	USAGE*	\$61.50
TOTALS		\$61.50

* Refer to the DETAILED PROPOSAL document referenced herein for a complete itemization of all rates.

Estimated one-time fees including install fees, professional services, and equipment required to configure services is \$0.00.



DETAILED PROPOSAL
800 Phone Numbers
February 11, 2016

Deal Number: 1510755971
Account Executive: Vicente Aguilon
Term Length: 1 years

Company Information

Company Name: 800 Phone Numbers
Address: 11 Saupe Dr, Manalapan, NJ 07726
Main Phone #:
Website:
Primary Contact Name: Robert Lift
Primary Contact Phone: (917)941-4286
Primary Contact Email: RSL711@aol.com

Secondary Contact Name: _____
Secondary Contact Phone: _____
Secondary Contact Email: _____
Billing Contact Name: Robert Lift
Billing Contact Phone: (917)941-4286
Billing Contact Email: RSL711@aol.com
Bill Format: Green Bill

11 Saupe Dr, Manalapan, NJ 07726

Site Contact: Robert Lift Site TN: (917)941-4286 Site Email: RSL711@aol.com
Vendor (PBX) Contact: _____ Vendor TN: _____ Vendor Email: _____
Demarc: _____

Proposed Broadview Configuration

Product	Quantity	Total Install	Unit Price	Monthly Total
POTS				
Rate Plan: ClearPak Measured 4.0	1		0.00	\$0.00
Local Usage Charge			0.02	USAGE
Regional LD Usage Charge			0.039	USAGE
Long Distance Usage Charge			0.039	USAGE
Remote Call Forward Service	5		12.30	\$61.50
International Calling Plan, Global Business Basic	1		0.00	\$0.00
POTS Sub-Total		\$0.00		\$61.50

Special Instructions for POTS:

RCF pointing to 732-792-9676

2122000000
6462222222
2875299377
2675297848
2127355669

Location Sub-Total \$0.00 \$61.50

TOTALS \$0.00 \$61.50

Customer: 800 PHONE NUMBERS
Deal Number: 1510755971

Acknowledgements & Authorizations

By signing this Order Form and Agreement, Customer authorizes Broadview Networks, Inc. ("Company") to provide it with the "Services", at the locations and for the rates set forth above, and agrees to pay Company said rates for such Services at such locations, for the full Contract Term. The Services shall be provided in accordance with Company Tariffs maintained on file with applicable federal and state regulatory authorities (the "Tariffs"), the Master Terms and Conditions and the Product-Specific Terms and Conditions available on Company's website and the "DETAILED PROPOSAL" attached hereto, all of which are expressly incorporated by reference herein. Rates and charges are exclusive of taxes, surcharges and fees, which in addition to applicable non-recurring and other charges, are set forth in Company Tariffs and on Company's "Standard Pricing Schedules" (also available on Company's website), as modified from time to time.

The Master Terms and Conditions and Product-Specific Terms and Conditions can be found at:

- Master Terms and Conditions:

http://corporate.broadviewnet.com/customer-terms-and-conditions/Master_TC.pdf

- POTS Terms and Agreements:

http://corporate.broadviewnet.com/customer-terms-and-conditions/POTS_TC.pdf

Customer agrees to furnish such letters of agency/authorization to Company as shall be required in connection with the Services. Customer authorizes Company to contact credit references, to obtain credit reports through credit bureaus and to undertake such investigation as shall be reasonable and necessary to verify Customer's credit history.

Customer acknowledges as follows and represents that the undersigned is authorized to make such acknowledgement and to execute this Order Form and Agreement on its behalf.

- I have read and agree to the Master Terms and Conditions
- I have read and agree to the Product-Specific Terms and Conditions
- I understand that this Order Form and Agreement is for a term of 3 years and that early termination charges may apply if it is terminated early
- I have read and understand the VoIP Notification, Important Customer Information Regarding Emergency Services - 911 Dialing (available at <http://www.broadview.net.com/About-Broadview-Networks/customer-terms-conditions>)

Authorized Signature

Printed Name

Title

Date

EXHIBIT C



Letter of Authorization
(Allows Broadview Networks to process your order)

To Local Telephone Company: This is to advise you that I/we have selected Broadview Networks ("Broadview Networks"), as my/our _____ Local _____ Intralata Toll _____ Long Distance (check one or both) carrier to act as my/our agent for all matters related to the provision of local/long distance telephone service in conjunction with the numbers listed below (the "Numbers"), including changing my/our current Local Exchange Carrier ("LEC")/Primary Interexchange Carrier ("PIC"), if any, from my/our current provider(s) to Broadview Networks. This authorization shall remain in effect until cancelled by me/us in writing or otherwise. Broadview Networks is authorized to order, change and terminate local/long distance service for the Numbers I/we hereby authorize and direct you to deal directly with Broadview Networks or its designated representative, to follow its directions and to make available to it any and all information pertinent to the provision of local/long distance telephone service in conjunction with the Numbers. I/we understand that for any one telephone number only one local carrier and one long distance provider may be designated and that by signing this Letter of Agency, my/our current local/long distance carrier for the Numbers, if any, will be changed to Broadview Networks. I/we also understand that changing my/our local/long distance carrier may result in a charge to me/us.

Customer (Subscriber) Billing Name: (as it appears on phone bill)

Billing Address:

Numbers:

600 phone number

11 Sayre Ave.

1 Washington MS 07026

212. 200. 0000

646. 222. 2222

267. 529. 9557

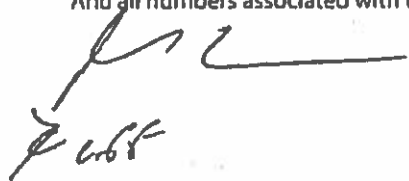
267. 529. 7848

212. 725. 5669

And all numbers associated with the above _____ (Initial)

Authorized Signature:

Printed Name:



Title:

Date:


2-14-16

EXHIBIT D



DETAILED PROPOSAL
800 Phone Numbers
February 3, 2016

Deal Number: 1510412526
Account Executive: Vicente Aguilon
Term Length: 3 years

Company Information

Company Name: 800 Phone Numbers
Address: 11 Saupe Dr, Manalapan, NJ 07726
Main Phone #:
Website:
Primary Contact Name: Robert Lift
Primary Contact Phone: (917)941-4286
Primary Contact Email: RSL711@aol.com

Secondary Contact Name: _____
Secondary Contact Phone: _____
Secondary Contact Email: _____
Billing Contact Name: Robert Lift
Billing Contact Phone: (917)941-4286
Billing Contact Email: RSL711@aol.com
Bill Format: Green Bill

11 Saupe Dr, Manalapan, NJ 07726

Site Contact: Robert Lift
Site TN: (917)941-4286
Site Email: RSL711@aol.com
Vendor (PBX) Contact: _____
Vendor TN: _____
Vendor Email: _____
Demarc: _____

Proposed Broadview Configuration

Product	Quantity	Total Install	Unit Price	Monthly Total
POTS				
Rate Plan: ClearPak Measured 4.0	1		0.00	\$0.00
Local Usage Charge			0.02	USAGE
Regional LD Usage Charge			0.039	USAGE
Long Distance Usage Charge			0.039	USAGE
Remote Call Forward Service	4		12.30	\$49.20
International Calling Plan: Global Business Basic	1		0.00	\$0.00
POTS Sub-Total		\$0.00		\$49.20

Special Instructions for POTS:

Point to number for alt 3 is 732-792-9676

Proposed Broadview Configuration

Product	Quantity	Total Install	Unit Price	Monthly Total
Toll Free				
Toll Free Plan Rate: Toll Free Plus			0.039	USAGE
Line Charge	1		10.50	\$10.50

Customer: 800 PHONE NUMBERS

Deal Number: 1510412526

11 Saupe Dr. Manalapan, NJ 07726

After 3rd month, Toll Free Number will
incur \$1 charge if the number bills less than
\$1

Toll Free Sub-Total	\$0.00	\$10.50
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Special Instructions for Toll Free:

Point to number 732-792-9676

Location Sub-Total	\$0.00	\$59.70
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TOTALS	\$0.00	\$59.70
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Total projected one-time fees including install fees, professional services, and equipment required to configure services:
\$0.00

This detailed proposal was prepared by Broadview Networks exclusively for 800 Phone Numbers.



AMERICAN
ARBITRATION
ASSOCIATION*

INTERNATIONAL CENTRE
FOR DISPUTE RESOLUTION*

COMMERCIAL ARBITRATION RULES DEMAND FOR ARBITRATION

For Consumer or Employment cases, please visit www.adr.org for appropriate forms.

You are hereby notified that a copy of our arbitration agreement and this demand are being filed with the American Arbitration Association with a request that it commence administration of the arbitration. The AAA will provide notice of your opportunity to file an answering statement.

Name of Respondent: Broadview Networks, Inc.			Name of Representative (if known): Unknown		
Address 800 Westchester Avenue, Suite N-501			Name of Firm (if applicable): N/A		
			Representative's Address		
City: Rye Brook	State: NY	Zip Code: 10573	City:	State:	Zip Code:
Phone No.: 1.800.276.2384	Fax No.: Unknown		Phone No.:	Fax No.:	
Email Address: Unknown			Email Address:		

The named claimant, a party to an arbitration agreement which provides for arbitration under the Commercial Arbitration Rules of the American Arbitration Association, hereby demands arbitration.

Brief Description of the Dispute:

Breach of Contract, Consumer Fraud, Specific Performance, Negligence, Conversion, and other related claims for illegally transferring back telephone numbers that were paid for by Claimant

Dollar Amount of Claim: \$ 150,000-300,000

Other Relief Sought:

☒ Attorneys Fees ☒ Interest ☒ Arbitration Costs
☒ Punitive/ Exemplary ☐ Other

Amount enclosed: \$ 2,650.00

In accordance with Fee Schedule: ☐ Flexible Fee Schedule ☒ Standard Fee Schedule

Please describe the qualifications you seek for arbitrator(s) to be appointed to hear this dispute.

An arbitrator with a background in telecommunications law

Hearing locale: New York, NY

(check one) ☐ Requested by Claimant ☒ Locale provision included in the contract

Estimated time needed for hearings overall:

hours or 1-2

days

Type of Business: Claimant: Telecommunications

Respondent: Telecommunications

Are any parties to this arbitration, or their controlling shareholder or parent company, from different countries than each other? No

Signature (may be signed by a representative):

Date:

10/10/17

Name of Claimant: 800 Phone Numbers, LLC

Name of Representative: Russell D. Barr, Esq.

Address (to be used in connection with this case):

Name of Firm (if applicable): Barr Law Group

11 Saupe Drive

Representative's Address: 125 Mountain Road

City: Manalapan

State: NJ

Zip Code: 07726

City: Stowe

State: VT

Zip Code: 05672

Phone No.: 732.658.9193

Fax No.:

Phone No.: 802.253.6272

Fax No.: 802.253.6055

Email Address: rsl711@aol.com

Email Address: russ@barrlaw.com

To begin proceedings, please send a copy of this Demand and the Arbitration Agreement, along with the filing fee as provided for in the Rules, to American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100 Voorhees, NJ 08043. At the same time, send the original Demand to the Respondent.

Please visit our website at www.adr.org if you would like to file this case online. AAA Case Filing Services can be reached at 877-495-4185.

Gregg Hamerschlag
Primary Wave Media, LLC
49 Marble Avenue, Suite 2, Pleasantville, NY 10570
(914) 200-0015 / gregg@primarywavemedia.com

Re: 800 Numbers, LLC v. Broadview Networks, Inc. – Case No.: 01-17-0006-2117

I. Assignment

I was contacted by 800 Numbers, LLC (“800 Nos.”) to evaluate and opine on the value of local vanity numbers used in marketing and advertising campaigns. Specifically, I am tasked with opining on the value of the local numbers at issue here (212.200.0000 and 646.222.2222 (the “Numbers”)) and the damages sustained by 800 Nos. when Broadview Networks, Inc. (“Broadview”) ported the Numbers away from 800 Nos. without notice to, or authorization from, 800 Nos.

II. Qualifications and Experience

I have over 20 years of experience using vanity numbers in marketing and advertising campaigns. Specifically, I am the owner of the largest vanity phone number licensing business in the United States. In 1995, I started out owning “800homecare” and began licensing it on a shared use basis in 2000. Since then, my company has acquired hundreds of thousands of local and toll-free telephone numbers used in marketing and advertising campaigns. My company also owns intellectual property in other industries, including music publishing and URLs. I have published patents and own many trademarks. As a result, my company has signed intellectual property deals for vanity numbers with many Fortune 100 companies, including Bank of America and AT&T.

III. Document Review, Research, and Investigation

I have reviewed some background information in this case. Specifically, I reviewed the Amended Statement of Claim, the memorandum from Russell D. Barr, Esq. to Arbitrator Richard H. Silberberg, Esq., Claimant’s memoranda to the arbitrator and AAA, Respondent’s memoranda to the arbitrator and AAA, and the expert report of Robert J. Keller, Esq.

IV. Opinions

- a. Vanity numbers are frequently used in marketing and advertising campaigns locally and across the country. Companies often incorporate the company name into its URL and telephone numbers to build the brand. All you need to do is look at the phone numbers associated with some of the most successful companies in the country, i.e. “800Flowers”, “800CallATT”, and “800Progressive”. “800Flowers” used its telephone number to completely build its brand. AT&T and Progressive Insurance have used their company names to brand their phone

numbers and enhance name recognition. In fact, studies have shown that employing vanity numbers like “800Flowers” and the like increase customer response rates by 25% or more. The more responses that a company gets from its customers, the more sales it generates. Therefore, the correlation between the use of vanity numbers in marketing and advertising campaigns to brand recognition and resulting sales is immense.

- b. There are various ways that vanity numbers factor into the value behind marketing and advertising campaigns, in addition to the value that these campaigns generate themselves. An easier to remember vanity number, or one that correlates to your business name, enhances the values of your marketing campaigns and the business generated therefrom. Essentially, the formula to determine the value of these campaigns and vanity numbers is based off reverse engineering the value of a sale plus the uptick in response rates generated from the numbers.
- c. A carrier causes massive and irreparable damage when it illegally ports a specific vanity number away from a business that uses the number in a marketing and advertising campaign. A marketing and advertising business, like 800 Nos., loses credibility and business when it employs a specific vanity number in its marketing and advertising services. Just imagine running a marketing campaign with a specific number and then it is gone, without notice, and the phone stops ringing. This would be devastating to any business.
- d. Based on my experience and knowledge of the industry, the Numbers retain immense value. Specifically, the 212.200.0000 number retains a value of \$250,000.00 to \$500,000.00, if not more. The 646.222.2222 number retains a value of \$100,000.00 or more. Altogether, the Numbers are valued at upwards of \$600,000.00.

Respectfully submitted,

/s/ Gregg Hamerschlag

Gregg Hamerschlag
Primary Wave Media, LLC

Robert J. Keller, Esq.
PO Box 33428, Washington DC 20033-0428
202-656-8490 / rjk@telcomlaw.com

Re: 800 Numbers, LLC v. Broadview Networks, Inc. – Case No.: 01-17-0006-2117

I. Assignment

I was contacted by 800 Numbers, LLC (“800 Nos.”) to evaluate and opine on the general practices regarding telephone number portability. Specifically, I am tasked with assessing how such general practices are applied to porting local telephone numbers between carriers, like Broadview Networks, Inc. (“Broadview”) and users, like 800 Nos. Further, I am charged with assessing the acceptability and consequences of Broadview’s action in porting the local numbers at issue here (212.200.0000 and 646.222.2222 (the “Numbers”)), without notice to, or authorization from, 800 Nos.

II. Qualifications and Experience

In 1979, I graduated from the Catholic University of America’s law school (the Columbus School of Law) earning a J.D. degree. While in law school, I interned at the Federal Communications Commission (the “FCC”). Upon graduation, I was hired by a communications law firm. After passing the bar examination, I was admitted to the District of Columbia bar in December of 1979.

I have actively practiced communications law since December of 1979. During the period from 1979 to 1994, I was with two different law firms. In 1994, I left my position as a partner with a law firm to establish my own solo telecommunications law practice, and have been continuously so engaged since that time. In 1996, I developed a course in the federal regulation of wireless telecommunications systems and services, and for a period of ten years taught the course at Columbus School of Law’s Institute for Communications Law Studies (now the Law & Technology Institute).

I have represented individuals, businesses, and local governments before the FCC, in federal appellate court, and at times, before state regulatory commissions. My practice involves licensing and certification matters, enforcement proceedings, rulemakings, transactional work (assignment and transfer of authorizations), advising clients on interpretation of, and compliance with, the Communications Act and the FCC rules, regulations, and policies adopted thereunder. My clients have included wireless telecommunication licensees (cellular, ESMR, private land mobile, maritime, etc.), interstate long distance carriers, TV and radio broadcast applicants, equipment manufacturers, and local government public safety agencies, among others. I have also had extensive experience representing clients in matters involving toll-free telephone number administration.

III. Document Review, Research, and Investigation

I have reviewed (a) the pleadings, correspondence, and other documents related to the complaints filed with the FCC by, and on behalf of, Mr. Robert Liff (owner of 800 Nos.), including the responses thereto from Broadview; and (b) the Amended Statement of Claim in this arbitration proceeding, dated October 20, 2017. I have also reviewed Part 52 of the FCC's Rules governing telephone number administration, focusing in particular on Subpart C, addressing telephone number portability. 47 C.F.R. §§ 52.20-52.26. I have also briefly perused some of the rulemaking orders promulgated by the FCC in adopting those regulations.

IV. Opinions

- a. Regarding telephone number portability, the system allows a telephone subscriber to retain the same phone number with uninterrupted service when changing from one local service provider to another. Generally, however, when a customer wishes to switch service providers but retain the same telephone number, he first establishes service with the new carrier, provides the new carrier with necessary information, including the telephone number and the current service provider. The new carrier then contacts the current carrier to arrange for the switchover. FCC regulation anticipates that this process will be completed in one day or less and without interruption of service.
- b. There are differences in the regulations and policies governing the administration and portability of local versus toll free telephone numbers. Portability of local telephone numbers is governed by Part 52, Subpart C, of the FCC Rules, 47 C.F.R. §§ 52.20-52.36. The administration and portability of toll free numbers is governed by Part 52, Subpart D, of the FCC Rules, 47 C.F.R. §§ 52.101-52.111. Section 52.105 prohibits Responsible Organizations ("RespOrgs") from warehousing toll free telephone numbers. A RespOrg is an entity (frequently, but not necessarily, the same entity that is also the toll free service provider) that, acting on behalf of a toll free service customer, obtains an available number from the Service Management System ("SMS") database and manages that number in the SMS database. The SMS database facilitates the technical implementation of toll free number portability by providing for the efficient routing of toll free calls regardless of the assigned toll free service provider. Prohibited warehousing occurs when a RespOrg reserves a toll free number from the SMS database without having an actual toll free subscriber for service on the number. Section 52.106 of the FCC Rules prohibits hoarding of toll free telephone number. Hoarding is defined as a toll free subscriber reserving more numbers than the subscriber intends to use for toll free service. There are no similar FCC regulations regarding warehousing or hoarding of local telephone numbers in Subpart C or elsewhere.

- c. Longstanding FCC policy holds that telephone numbers are a public resource. They are not “owned” by the local exchange carriers and other service providers, but the carriers administer the numbers in accordance with applicable regulations in order to facilitate operations. Nor does the subscriber enjoy “ownership” of a telephone number in the sense of a property right or title. Once a number is assigned to a subscriber, however, that customer does enjoy the right to direct and control the use of that number, whether for personal or business purposes. This may and often does give rise to a legally cognizable personal, business, and/or financial interest in use and control of the number even if the subscriber does not enjoy an ownership interest in the number as such.
- d. The general principle of porting telephone numbers from one carrier to another involves the new (or receiving) carrier to establish a live, active service on behalf of the customer, and then coordinating with the current/old (or losing) carrier to transfer the service. There is more than one way technical method of doing this, and as a general rule the FCC does not directly mandate the particular method used by the carriers, provided certain minimum performance standards are maintained. The general requirements are that the “losing carrier” should port the number upon authorized request, that the transfer be done without interruption of service, and that it be completed within one day of the request.
- e. General principles dictate that a carrier must notify a user before it ports a number from the current carrier. A failure to notify to user would not be in line with industry standards, and it certainly does not comport with the applicable local number portability rules and policy. The governing rubric is that only the user can initiate the process by requesting that the receiving carrier initiate and coordinate the porting process. This is true regardless of how long the user had the number, but an interest in the right to direct and control use of the number vests in the user, and the longer the user has the number, the stronger that interest becomes. Thus, the “repossession” of a number from a bona fide user who obtained the number in good faith, held it, and paid for the service for the better part of a year should not even be contemplated except in the extraordinary circumstances. Even assuming there were circumstances so extreme as to warrant consideration of this possibility, it is not a matter that the carrier responsible for creating the conditions should unilaterally adjudicate and notice must be given to the user (who must then heard on the matter).
- f. If a carrier alleges that a number was mistakenly assigned to a new user – where a carrier assigned the number in response to the new user’s valid request, activated the number, allowed the new user to use the number for an extended period of time, and accepted payment by the new user for the service associated with the number – the onus or burden is on the carrier to clearly explain the alleged mistake in detail and show how it warrants any coercive recovery of the number. There can be no question that the new user is entitled not only to prior notice but also an opportunity to be heard. Moreover, it is not proper for the carrier who is responsible for the alleged mistake to unilaterally decide to favor one user (by

returning the number) and injure another (by taking back the number with no notice or due process whatsoever). This particularly so in this case, where the alleged rightful holder of the Numbers was apparently not even aware that the number was no longer active on its service for nearly a year. As between the two users, the equities would not appear to favor the one who was not even aware of any alleged loss or injury.

- g. General principles and common sense dictate that the unilateral taking of the Numbers without authorization from, or notice to, the user would even be contemplated, much less carried out. But beyond these general standards and common sense, this conduct certainly does not comport with the FCC rules and policies regarding local number portability. The FCC rules and policies were established to ensure that a user may retain his number, even when changing service providers. The user is the only one who must initiate and authorize porting of the number. It is therefore absurd to suggest that such a user can simply be ignored and not even consulted.

Respectfully submitted,



Robert J. Keller, Esq.

AMERICAN ARBITRATION ASSOCIATION
STATE OF NEW YORK
COUNTY OF NEW YORK

-----X	:	
800 PHONE NUMBERS, LLC,	:	
	:	
<i>Claimant,</i>	:	Case No. 01-17-0006-2117
	:	
-against-	:	
	:	
	:	<u>CLAIMANT’S</u>
	:	<u>PRE-HEARING BRIEF</u>
BROADVIEW NETWORKS, INC.,	:	
	:	
<i>Respondent.</i>	:	
-----X	:	

NOW COMES Claimant, 800 Phone Numbers, LLC (“Claimant” or “800 Nos.”), by and through its counsel, Barr Law Group, and hereby respectfully submits its Pre-Hearing Brief to elucidate the issues in this case and illustrate the proof that Claimant will present to the Arbitrator. The Claimant states as follows:

I. INTRODUCTION AND FACTUAL BACKGROUND

The current dispute arises out of 800 Nos.’ payment for the unencumbered use of two vanity/gold local numbers ((212) 200-0000 and (646) 222-2222, collectively referred to herein as the “Numbers”) that were properly assigned to its account with Broadview Networks, Inc. (“Respondent” or “BVN”). Initially, 800 Nos.’ Chief Executive Officer, Robert Liff, personally called the Numbers to verify their availability, which was confirmed. Mr. Liff then contacted a BVN representative to request the Numbers’ assignment to his account, which was done after BVN’s lengthy validation and provisioning process. After many months of being serviced by BVN, 800 Nos. requested that the Numbers be transferred or “ported” to another telecommunications carrier – Level 3 Communications, Inc. (“Level 3”) – for service. After

almost two (2) months of service with Level 3, BVN surreptitiously and unlawfully took the Numbers from 800 Nos., and its new carrier, causing irreparable harm to 800 Nos.’ business.

BVN is a telecommunications company with a national presence that provides telephone services, including servicing telephone numbers it assigns to its customers. 800 Nos. is a marketing company that creates packages to market the business of a prospective customer. As part of its business, it finds unique and memorable telephone numbers to incorporate into a comprehensive advertising campaign for a business, in addition to using them for its own business. The Numbers were of a particularly memorable nature, with the “212” Number being particularly unique in that telephone numbers with “212” area codes are no longer created and exceedingly scarce. 800 Nos.’ advertising campaigns include the creation of commercials, advertisements, and other proprietary content that leverages the memorability of telephone numbers to bring value to a company. 800 Nos. remains the end user for the telephone numbers it includes in the marketing campaigns and refers callers to the business that employs 800 Nos.-created marketing campaigns.

Over the course of a few years, 800 Nos. had an active, paid account with BVN in which 800 Nos. ordered and controlled the use of various telephone numbers from BVN without issue, which were subject to BVN’s Master Terms and Conditions (the “Agreement”).¹ See BVN’s Master Terms and Conditions (a true and correct copy is attached hereto as **Exhibit B**). The Numbers were part of that paid account and qualified as vanity/gold numbers, for which BVN levied a surcharge. On or about February 11, 2016, 800 Nos. ordered the Numbers and they went through BVN’s comprehensive validation and provisioning process before assignment to 800 Nos.’ account. See BVN Letter of Authorization and Order Form submitted by 800 Nos.’

¹ According to BVN’s own statements, 800 Nos. had at least seventeen (17) local telephone numbers and ten (10) toll-free telephone numbers in its account with BVN. See Email from Tim Bell to Michael Hou, et al, dated October 13, 2016 at BV000288-89 (a true and correct copy is attached hereto as **Exhibit A**).

CEO, Robert Liff, dated February 11, 2016 (a true and correct copy is attached hereto as **Exhibit C**); Email from BVN Project Manager, Vincente Aguillon to 800 Nos.’ CEO, Robert Liff., dated February 16, 2016, showing the Numbers going through BVN validation (a true and correct copy is attached hereto as **Exhibit D**). BVN’s validation and provisioning procedure is a multi-step process wherein (i) a BVN project manager verifies the availability of a requested number, which is reviewed by a supervisor; (ii) a BVN representative initiates BVN’s validation process; (iii) a BVN project coordinator engages in the validation process; and (iv) the BVN provisioning team completes the order. Thus, after the Numbers underwent BVN’s validation and provisioning process, on or about February 25, 2016, BVN approved the Numbers’ assignment to 800 Nos.’ account, conferring the right to the unencumbered use and control of the Numbers. After approximately six (6) months of use with BVN, 800 Nos. selected a new telecommunications carrier for the Numbers and requested that they be ported to Level 3 through its third-party contractor, Call Source, Inc. (“Call Source”), which handles customer relations. Level 3 manages various services for Call Source, including porting requests. Thus, through Call Source, on or about August 18, 2016, 800 Nos. requested that the Numbers be ported to Level 3. BVN then authorized an expected porting date of August 30, 2016. Once the Numbers were legitimately ported to Level 3, on or about August 30, 2016, they were neither serviced by BVN nor governed by the Agreement. However, after almost eight (8) weeks of the Numbers being serviced by Level 3, BVN unlawfully and unilaterally took back the Numbers without 800 Nos.’ notice, consent, or authorization.

Porting a telephone number from one carrier to another is a structured process. First, the subscriber (or end user) of the telephone number needs to submit a port request with the carrier that is going to gain the telephone number (the “Winning Carrier”). To do this, a subscriber

submits a letter of authorization (“LOA”) to the Winning Carrier, along with a current invoice from the carrier losing the numbers (the “Losing Carrier”) to show that he is the current subscriber using the telephone numbers. The LOA provides the Winning Carrier with authority to initiate the port with the Losing Carrier. Towards that end, the Winning Carrier supplies the LOA and the subscriber’s current invoice to the Losing Carrier in order to validate the port. Once the port is validated, a port execution date is supplied – the date for which the port will be completed.

As previously stated, 800 Nos. completed the necessary requirements to properly port the Numbers to Level 3. However, BVN purposefully failed to do so when it surreptitiously took the Numbers from Level 3 without authorization from the rightful subscriber – 800 Nos.² Indeed, BVN gained the Numbers back on October 18, 2016. *See* Email from Level 3 Provisioner, Shrikantha Nayak to Neal Emrick, et al., dated October 19, 2016 (a true and correct copy is attached hereto as **Exhibit E**). On October 19, 2016, Level 3 notified Call Source that the Numbers were ported away from 800 Nos. to ensure that 800 Nos. authorized such a port. *See* Response to Informal Complaint, Stolen Local Business Telephone Numbers, Ticket # 1287399 at BV000156 (a true and correct copy is attached hereto as **Exhibit F**). However, when Call Source contacted 800 Nos. to verify that it had authorized the Numbers to be ported back to BVN, 800 Nos. informed Call Source that no such authorization was provided. *See* Email from Call Source Carrier Relations Manager, Alex Macis, to 800 Nos. CEO, Robert Liff, dated October 24, 2016 (a true and correct copy is attached hereto as **Exhibit G**). When Level 3

² *See* 47 U.S.C. § 258(a) (prohibiting the practice of “slamming” – the submission or execution of an unauthorized change in a subscriber’s selection of a provider of telephone exchange service or telephone toll service – without first complying with one of the FCC’s verification procedures); *see also* 47 C.F.R. § 64.1120(c) (requiring a carrier to (i) obtain the subscriber’s written or electronically signed authorization in a format that meets the requirements of Section 64.1130 authorization; (ii) obtain confirmation from the subscriber via a toll-free number provided exclusively for the purpose of confirming orders electronically; or (iii) utilize an independent third party to verify the subscriber’s order).

attempted to reclaim the Numbers for 800 Nos. through a “snap-back” – a term used in an emergency situation, like when a port is executed without authorization – BVN refused to give the Numbers back to 800 Nos. *See* Email from BVN Executive, Michael Hou, to Diane Alveari, dated October 19, 2016 (a true and correct copy is attached hereto as **Exhibit H**). After the fact, BVN engaged in conduct to “cover work done” and created a Forced Order Commitment (“FOC”) for the Numbers one day after they were ported from Level 3. *See* **Exhibit H**; Email from CenturyLink (formerly Level 3) Representative, Angel Acosta to Windstream (formerly BVN) Manager, Angela Mathis, dated July 3, 2018 (a true and accurate copy is attached hereto as **Exhibit I**).

The purported reason that BVN engaged in such conduct is because it made a mistake with regard to Eagle, who maintained as many as 170,000 telephone numbers with BVN. BVN was more concerned with its large customer and the liability associated therewith rather than a small customer, like 800 Nos. *See* **Exhibit A** at BV000289. Thus, it treated its customers differently by placing the rights of Eagle ahead of those of 800 Nos.

Upon 800 Nos. learning that the Numbers were transferred away from it without consent, it contacted BVN for an explanation. However, BVN intentionally froze 800 Nos.’ account without notice, avoided 800 Nos., and never informed 800 Nos. of any purported reason for transferring the Numbers. *See* BVN Employee Activity Log, Entry by Manuel Breis, dated October 21, 2016 at 10:41 AM (“account notes show that customer can no longer order existing services. If he contacts Broadview – do not let him know about this note”) (a true and correct copy is attached hereto as **Exhibit J**). Moreover, Respondent labeled 800 Nos.’ account as fraudulent when BVN knew 800 Nos. was a legitimate customer that used its account properly. *See* **Exhibit A** at BV000289 (“We have a small time customer who occasionally

(17TNs and 10 Toll Free in 5 years) ask (sic) for some #s and if we think available give to him . . . a customer who gets some good #s and pays us and then he *probably* gives them to others.”) (emphasis added). In spite of prohibiting 800 Nos. from using its account with BVN, BVN continued to charge 800 Nos. for the Numbers – without any communication with 800 Nos., in spite of 800 Nos.’ repeated attempts to speak with BVN – until commencement of this arbitration.

Without receiving an explanation as to why the Numbers were unilaterally transferred away from it, 800 Nos. filed an informal complaint with the FCC. To this day, 800 Nos. has been deprived of the Numbers for use in its marketing and advertising business. Indeed, while it had possession of the Numbers, it invested time and resources creating a marketing campaign involving the (212) 200-0000 number. Since the Numbers were taken away without notice to, or authorization from, 800 Nos., such a marketing campaign is now worthless. Beyond that, these were 800 Nos.’ business telephone numbers for which it remained the end user. Therefore, 800 Nos. continues to lose business from people that would have called it through the Numbers. As a result of BVN’s improper and illegal conduct in surreptitiously taking the Numbers back from 800 Nos., 800 Nos. was, and continues to be, damaged by BVN’s actions.

II. ARGUMENT

As a result of BVN’s conduct directed towards 800 Nos., and the damages resulting therefrom, 800 Nos. has alleged the following causes of action against BVN: (i) Breach of Contract; (ii) Breach of Good Faith and Fair Dealing; (iii) Specific Performance; (iv) Quantum Meruit/Unjust Enrichment; (v) Consumer Fraud – Deceptive Practices and Acts Unlawful –

Violation of N.Y. Gen. Bus. Law §§ 349, et al.; (vi) Negligence; and (vii) Conversion.³ As such, each claim is briefed in turn below:

A. BREACH OF CONTRACT BY RESPONDENT

Claimant's breach of contract claim is based on the fact that 800 Nos. maintained telephone numbers other than the Numbers at issue in its account with BVN and, in October of 2016, BVN purposefully, and without notice, froze 800 Nos.' account. Moreover, BVN labeled 800 Nos.' account as fraudulent. Such action prevented 800 Nos. from using the telephone numbers it paid to be serviced by BVN. As a result, BVN breached the terms of the Agreement and caused 800 Nos.' damage.

Under New York Law, to recover damages for a breach of contract one must plead: (i) the existence of a contract; (ii) the claimant's performance under the contract; (iii) the respondent's breach of the contract; and (iv) damages therefrom. *See JP Morgan Chase v. J.H. Elec. of N.Y., Inc.*, 69 A.D.3d 802, 803, 893 N.Y.S.2d 237, 239 (2d Dep't 2010). Generally, a contractual provision limiting damages is enforceable absent a special relationship between the parties, a statutory prohibition, or an overriding public policy. *Empire One Telecom., Inc. v. Verizon N.Y., Inc.* 26 Misc. 3d 541, 551, 888 N.Y.S.2d 714, 723 (N.Y. Sup. Ct. 2009) (citation omitted). Public policy in New York does not permit a party to insulate itself from willful or grossly negligent conduct. *Id.*; *see also Kalisch-Jarco, Inc. v. City of New York*, 58 N.Y.2d 377, 384-85, 448 N.E.2d 413, 461 N.Y.S.2d 746 (1983). An exculpatory clause is unenforceable when the misconduct smacks of intentional wrongdoing, as when it is fraudulent, malicious, or prompted by bad faith.

³ These legal issues and the attendant facts will be more fully elucidated in Claimant's post-hearing brief in accordance with the development of the evidence and issues at the arbitration hearing.

Here, the Respondent breached the terms of the Agreement by freezing 800 Nos.’ account without notice, which caused damage to its business because it could no longer use the telephone numbers that were serviced by Respondent. Specifically, the Agreement states that if Respondent suspends or terminates service it must provide thirty (30) days written notice to 800 Nos. in the event that it violates the Agreement. **Exhibit B** at 2. However, BVN never provided any such notice. In fact, BVN failed to respond to 800 Nos.’ myriad inquiries into the status of its account and why the Numbers were ported away. While the Agreement also gives BVN the right to suspend or terminate service immediately if necessary to protect against fraud, no such circumstances existed. BVN’s own representatives acknowledge that 800 Nos. was a legitimate customer who properly requested telephone numbers and paid for them. **Exhibit B** at BV000289. Further, the only fraud that they suspected was from within the company, not with 800 Nos. **Exhibit B** at BV000288. Therefore, BVN breached the Agreement with 800 Nos. because it failed to provide it with any notice for any suspected breach – which, in any event, 800 Nos. would dispute. BVN further breached the Agreement because it knew that there was no fraud committed by 800 Nos. If there was any fraud, it was suspected to be committed by BVN’s own employees.

The Agreement’s exculpatory clause, which limits damages emanating from the Agreement to “direct damages, which shall not exceed an amount equal to charges by paid by the customer for the service period in which the liability was incurred; . . .” is not enforceable. *See* Agreement at 2. As previously explained, BVN knew that 800 Nos. was a legitimate customer that was not engaged in any wrongdoing. Thus, for BVN to freeze 800 Nos.’ account and label it as fraudulent when BVN knew 800 Nos. acted properly is willful conduct that smacks of intentional wrongdoing that should pierce the exculpatory clause. Moreover, BVN, as a

telecommunications company, has a special relationship with 800 Nos. as a customer, which renders the exculpatory clause void as against public policy. *See Empire One Telecom., Inc.*, 26 Misc. 3d at 552, 888 N.Y.S.2d at 724 (explaining that the regulatory structure of telephone carriers is for the public benefit, which supports the finding of a special relationship between carrier and customer, rendering an exculpatory clause as against public policy).

As a result of BVN freezing 800 Nos.’ account and labeling it as fraudulent – thereby preventing access to 800 Nos. still with BVN – 800 Nos.’ business suffered irreparable damage for loss of business and loss of reputation since its telephone numbers could not be used. BVN further damaged 800 Nos. by continuing to charge its frozen account until commencement of the instant arbitration. Due to the exculpatory clause being against public policy, it is void and there is no limitation on the damages that may be awarded to 800 Nos.

B. BREACH OF GOOD FAITH AND FAIR DEALING BY RESPONDENT

Claimant’s breach of good faith and fair dealing claim emanates from the fact that BVN fulfilled its obligations with 800 Nos. in porting the Numbers to Level 3, but then “slamming” the Numbers at 800 Nos.’ expense in order to give them to Eagle. *See* 47 U.S.C. § 258(a) (prohibiting the practice of “slamming” – the submission or execution of an unauthorized change in a subscriber’s selection of a provider of telephone exchange service or telephone toll service – without first complying with one of the FCC’s verification procedures).

New York imposes an implied duty of good faith and fair dealing in each contract, such that a party may be in breach of the duty even where it has abided by the strict terms of the contract. *Serdarevic v. Centex Homes, LLC*, 760 F. Supp. 2d 322, 333 (S.D.N.Y. 2010) (citations omitted); *see also Gray & Assocs., LLC v. Speltz & Weis LLC*, 22 Misc. 3d 1124(A), 2009 WL 416138 at *9 (N.Y. Sup. Ct. 2009) (“A party may be in breach of the implied duty of

good faith and fair dealing, which is implicit in every contractual arrangement, when it exercises a contractual right as part of a scheme to . . . deprive the other party of the fruit of its bargain.”). To assert a cause of action for the breach of good faith and fair dealing that is not duplicative of a claimant’s breach of contract claim, he must allege that the respondent’s contractual obligations were carried out in bad faith in order to deprive the claimant of the benefit of the bargain. *Burton v. Label, LLC*, No. 15-CV-5793 (VSB), 2018 WL 4759735 *10 (S.D.N.Y. Sept. 30, 2018) (citation and quotations omitted).

In this case, BVN fulfilled its obligations with 800 Nos. in porting the Numbers to Level 3 but then improperly took the Numbers for Eagle at the expense of 800 Nos. Such actions were carried out as a scheme with Eagle to deprive 800 Nos. of the Numbers for which it had bargained. Only 800 Nos. could provide authorization for the port back to BVN because it was the current subscriber to the Numbers. *See* 47 U.S.C.A. § 258; *see also In Re Broadview Networks – Complaint Regarding Unauthorized Change of Subscriber’s Telecommunications Carrier*, IC Docket No. 02-S73386, Order, FCC DA 03-530, ¶ 2 (2003) (“The rules require, among other things, that a carrier receive individual subscriber consent before a carrier change may occur.”). In a scheme to avoid legal exposure, BVN treated Eagle’s interests as superior to those of 800 Nos. and “slammed” the Numbers. *See Exhibit B*. Thus, BVN acted in bad faith by treating Eagle as superior and depriving 800 Nos. of the Numbers for which it had bargained. Such conduct damaged 800 Nos. because it relied on the Numbers for its business and began creating a marketing campaign with one of the Numbers in reliance on its unencumbered use. Therefore, BVN fulfilled its obligations in porting the Numbers to Level 3 but breached the implied duty of good faith and fair dealing in its obligations to 800 Nos. when it “slammed” the Numbers to assign them to Eagle.

C. SPECIFIC PERFORMANCE BY RESPONDENT

800 Nos.’ specific performance claim is based on the contract that 800 Nos. fulfilled with BVN in paying for the Numbers, the unique nature of the Numbers, and BVN “slamming” the Numbers in contravention of its obligations to 800 Nos. Notably, 800 Nos. incorporated the Numbers into its business because of their memorable and unique numeric combination, thus creating the basis of proprietary good in which the Numbers were incorporated. When BVN “slammed” the Numbers without authorization, it took away one of the ingredients of 800 Nos.’ unique goods for which there is no adequate remedy at law.

To obtain specific performance, the claimant must show: (i) the making of a contract and its terms, including the description of the subject matter; (ii) that the claimant is ready, willing, and able to perform the contract and has fulfilled all of his duties to date; (iii) that it is within the opposing party’s power to perform; and (iv) that there is no adequate remedy at law. *Petrello v. White*, F. Supp. 2d 215, 230 (E.D.N.Y. 2006). Specific performance is an appropriate remedy for a breach of contract concerning goods that are “unique in kind, quality or personal association” where suitable substitutes are unobtainable or unreasonably difficult or inconvenient to procure. *Sokoloff v. Harriman Estates Development Corp.*, 96 N.Y.2d 409, 415, 154 N.E.2d 184, 188, 729 N.Y.S.2d 425, 429 (2001) (citation omitted).

Here, BVN assigned the particularly unique and scarce Numbers to its account pursuant to the Agreement that it had with 800 Nos for which there is no adequate remedy at law. As previously explained, the Numbers retain a unique and memorable numeric combination, with the “212” Number being particularly unique as it is exceedingly scarce. Pursuant to its Agreement with BVN, 800 Nos. fulfilled its obligation thereunder by paying for the Numbers. During the time it possessed the Numbers, 800 Nos. used one of the Numbers as an ingredient to

an advertising campaign and used both for its business. However, after 800 Nos. properly ported the Numbers to Level 3, BVN reneged on its contractual obligations to 800 Nos. – as it still maintained an active account with BVN – and “slammed” the Numbers in bad faith. *See In Re Broadview Networks – Complaint Regarding Unauthorized Change of Subscriber’s Telecommunications Carrier, supra.* Since BVN reclaimed the Numbers from both Level 3 and 800 Nos. on behalf of Eagle, it has the power to do the same for 800 Nos. Additionally, since the Numbers are not only unique in numeric combination and memorable quality, they have a personal association with 800 Nos. because it used them for its business. Moreover, given the particularly scarce nature of the “212” Number, obtaining an in-kind telephone number is virtually impossible. Therefore, there is no adequate remedy at law to remedy 800 Nos.’ loss of the Numbers and they should be returned through specific performance of BVN’s obligations.

D. QUANTUM MERUIT/UNJUST ENRICHMENT

Claimant’s unjust enrichment claim emanates from the fact that there was no contract for the Numbers once they were improperly taken by BVN from Level 3. As a result of this action, BVN unjustly enriched itself with valuable and memorable Numbers that it could reassign to Eagle and collect revenue.

“The basis of a claim for unjust enrichment is that the defendant has obtained a benefit which in ‘equity and good conscience’ should be paid to the plaintiff.” *Digizip.com v. Verizon Servs. Corp.*, 139 F. Supp. 3d 670, 682 (S.D.N.Y. 2015) (citations omitted). Under New York law, a plaintiff seeking damages for a claim of unjust enrichment must establish three elements: “(1) that the defendant benefitted; (2) at the plaintiff’s expense; and (3) that equity and good conscience require restitution.” *Id.* (citations omitted).

An unjust enrichment claim cannot stand when a contract exists between the parties. *Id.* at 683. In *Digizip*, Digizip and Verizon had services agreements in effect, yet Digizip accused Verizon of unjustly enriching itself by improperly charging and collecting surcharges contemplated under the agreements. *Id.* The Court held the parties had a contract and therefore, the unjust enrichment claim could not stand. *Id.* The Court also reasoned that the unjust enrichment claim was considered duplicative of the breach of contract claim because it failed to present different arguments or facts than the breach of contract claim. *Id.*

Unlike the *Digizip* case, BVN and 800 Nos. did not have a contract relative to the Numbers once BVN unlawfully ported the Numbers from 800 Nos. and Level 3; at that time 800 Nos.’ contract for the Numbers was with Level 3 and Call Source. Indeed, BVN benefitted when it “slammed” the Numbers because it took control so as to assign the Numbers to Eagle. This action was at 800 Nos.’ expense because it no longer possessed the Numbers and could no longer use them for its business. Additionally, equity and good conscience requires restitution because 800 Nos. lost out on the value that such unique and memorable Numbers brought to its business. Moreover, 800 Nos.’ unjust enrichment claim is not duplicative of its breach of contract claim because the breach of contract claim centers on the telephone numbers that 800 Nos. maintained in its account outside of the Numbers at issue. Therefore, BVN was unjustly enriched at the expense of 800 Nos. and should provide full restitution for its inequitable and improper conduct in relation to 800 Nos.

**E. CONSUMER FRAUD – DECEPTIVE PRACTICES AND ACTS UNLAWFUL –
VIOLATION OF N.Y. GEN. BUS. LAW §§ 349, ET AL.**

The basis of Claimant’s consumer fraud claim is that BVN alleges that it misrepresented the Numbers as non-working and disconnected, and thus, assignable to 800 Nos. for its unencumbered use and control. BVN also omitted informing 800 Nos. when it intentionally

ported the Numbers away from 800 Nos. without authorization. Such misrepresentation and omission was materially misleading because 800 Nos. reasonably believed it could use and control the Numbers, began doing so for its business, and then – without warning – service to the Numbers suddenly ceased. 800 Nos. suffered injury as a result of BVN’s assignment of the Numbers because BVN “slammed” the Numbers as it alleged that Eagle was already assigned the Numbers.

Section 349 of the General Business Law declares deceptive acts or practices in the conduct of any business, trade or commerce, or in the furnishing of any service within the State as unlawful. N.Y. Gen. Bus. Law § 349(a). A claimant must prove that: (i) the challenged act or practice was consumer-oriented; (ii) that it was misleading in a material way; and (iii) that the claimant suffered injury as a result of the deceptive act. *Stutman v. Chemical Bank*, 95 N.Y.2d 24, 29, 731 N.E.2d 608, 611, 709 N.Y.S.2d 892, 895 (2000). A misrepresentation or omission must be likely to mislead a reasonable consumer acting reasonably under the circumstances. *Id.* at 29, 731 N.E.2d at 611-12, 709 N.Y.S.2d at 295-96. However, a deceptive practice need not reach the level of common-law fraud to be actionable under Section 349. *Id.* at 29, 731 N.E.2d at 612, 709 N.Y.S.2d at 296. Finally, the claimant must prove actual injury but not necessarily pecuniary harm and reliance is not an element of the claim. *Id.*

Here, BVN committed consumer fraud because it claims that it misrepresented the availability of the Numbers, assigning them to 800 Nos.’ account and, more egregiously, omitted seeking the authorization of 800 Nos. to take back the Numbers. Assigning the Numbers to 800 Nos. upon its request is a consumer-oriented practice because BVN engages in the business of providing telephone numbers to its customers and informs customers about the availability of telephone numbers upon relevant query. BVN materially misled 800 Nos. by allegedly

misrepresenting the availability of the Numbers. As a result of this alleged misrepresentation, 800 Nos. requested that the Numbers be assigned to its account. Consequently, 800 Nos. suffered injury because it paid for the Numbers and began using them for its business. Indeed, 800 Nos. continued to reasonably rely on the representations that it was properly assigned the Numbers when it properly ported them to Level 3. Additionally, BVN's deceptive practices continued when it unlawfully ported the Numbers away from 800 Nos. without notice or authorization, even though 800 Nos. was the rightful subscriber. BVN also failed to respond to 800 Nos. despite 800 Nos. myriad communications seeking explanation about what transpired with the Numbers. As a result of such repeated deceptive practices, 800 Nos. continues to suffer immense harm given its reasonable reliance on BVN's assignment of the Numbers, along with the loss of value and business attributed to the unique and scarce nature of the Numbers, and continued damage to 800 Nos.' reputation and goodwill.

F. NEGLIGENCE BY RESPONDENT

The Claimant's negligence claim against Respondent based on the duty of care that BVN had towards 800 Nos. as a customer of its telecommunications services, its breach of said duty when it assigned the Numbers to 800 Nos. that it later claimed to be unassignable, and said breach was the actual and proximate cause of the damages sustained by 800 Nos. because it "slammed" the Numbers that 800 Nos. was using for its business.

Under New York law, in order to prevail on a negligence claim, the claimant must demonstrate (i) a duty owed by respondent to claimant; (ii) a breach thereof; and (iii) injury proximately resulting therefrom. *Pasternack v. Laboratory Corp. of America Holdings*, 27 N.Y.3d 817, 825, 59 N.E.3d 485, 490, 37 N.Y.S.3d 750, 755 (2016). Absent a duty there can be no liability. *Id.* However, a company that offers a public utility may be held liable for service

issues when a contract exists between claimant and respondent. *See Stack v. Branicky*, 119 A.D.2d 998, 500 N.Y.S.2d 898, 898-99 (4th Dep’t 1986).

In this case, BVN breached its duty and caused damage to 800 Nos. by assigning the Numbers to 800 Nos. that were allegedly already assigned to Eagle. Further, BVN also caused harm to 800 Nos. when it froze its account and therefore failed to supply service for the other telephone numbers with BVN. BVN had a duty of care with regard to 800 Nos. because they stood in privity with one another due to the Agreement and the individual telephone numbers serviced by BVN for 800 Nos.’ benefit. BVN breached this duty of care when it assigned the Numbers that it later claimed were unassignable due to a purported assignment to Eagle. Further, BVN breached this duty of care when it froze 800 Nos.’ account without notifying Claimant. As a result of BVN’s conduct, it caused significant damage to 800 Nos. because it used the unique and memorable Numbers for its business, one of which was actively being developed in a marketing campaign. Moreover, BVN caused additional damage to 800 Nos. because it froze its account and it could not use the other telephone numbers that BVN serviced for 800 Nos. These actions were the actual and proximate cause of 800 Nos.’ harm because – but for the assignment of the Numbers, the subsequent “slamming” by BVN, and the freezing of its account – 800 Nos. would not have deployed the Numbers in its business and it would have continued the unencumbered use of the other telephone numbers associated with its account at BVN.

Additionally, while the Agreement between the parties contains an exculpatory clause for mistake, error, or negligence it is unenforceable as a matter of public policy and BVN’s bad faith. *See discussion supra* Section II.A at 7-9. Therefore, BVN is liable for the general and consequential damages owed to 800 Nos.

G. CONVERSION

The Claimant's conversion claim against BVN stems from 800 Nos.' right to possess the Numbers, which Respondent's dominion over, and interference in "slamming" them was in derogation of 800 Nos.' possessory rights.

The two key elements to state a conversion claim in New York are (i) the claimant's possessory right or interest in the property; and (ii) respondent's dominion over the property or interference with it, in derogation of claimant's rights. *Pappas v. Tzolis*, 20 N.Y.3d 228, 234, 982 N.E.2d 576, 958 N.Y.S.2d 656 (2012).

Here, 800 Nos. had the right to possess the Numbers which grew into a business interest in the Numbers because it used them for its business, deployed at least one of the Numbers in a marketing campaign, and the Numbers became associated with 800 Nos. for a period of at least eight (8) months. BVN subsequently interfered with, and exercised dominion over, the Numbers when it improperly ported or "slammed" the Numbers without authorization from, or notice to, 800 Nos. Such exercise of dominion and intentional interference was in derogation of 800 Nos. rights because the Numbers were serviced by Level 3/Call Source at the time and 800 Nos. was the valid end user and subscriber. BVN's slamming of the Numbers completely stripped 800 Nos. of its possessory rights to the Numbers and the business interests in the Numbers that it developed. As a result of such dominion and interference by BVN, 800 Nos. suffered the loss of the Numbers, the loss of business associated therewith, and all investments it had made in the Numbers.

III. CONCLUSION

For the aforementioned reasons, 800 Nos. is entitled to recover damages for BVN's breach of contract, breach of good faith and fair dealing, quantum meruit/unjust enrichment,

consumer fraud – deceptive acts and practices – in violation of Section 349, et al. of the New York General Business Law, negligence, conversion, and the return of the Numbers through specific performance. Specifically, 800 Nos. is entitled to recover value that the Numbers retain in the marketplace, which according to one of the Claimant’s expert is no less than \$600,000.00. 800 Nos. is also entitled to recover the monies expended in paying for (i) the Numbers while at BVN; (ii) all telephone numbers associated with its frozen account at BVN; and (iii) all payments made to Level 3/Call Source for the use of the Numbers that were slammed. Further, 800 Nos. is entitled to recoup the monies it invested in the Numbers for its business and marketing campaigns and any loss of business resulting from the “slamming” of the Numbers. Finally, 800 Nos. is entitled to treble damages under Section 349, et al. of the New York General Business Law and the recovery its attorneys’ fees if it prevails.

Dated: November 21, 2018
Stowe, Vermont

Respectfully submitted,

BARR LAW GROUP

By: /s/ Russell D. Barr

Russell D. Barr
125 Mountain Road
Stowe, Vermont 05672
Phone: (802) 253-6272
Fax: (802) 253-6055
Email: russ@barrlaw.com

Attorneys for 800 Phone Numbers, LLC

EXHIBIT A

From: Hou, Michael M.
Sent: Thursday, October 13, 2016 10:29 AM
To: Bell, Tim
Subject: RE: Update on DID-Gold Number issue

Thanks for checking all this out on the retail side

From: Bell, Tim
Sent: Thursday, October 13, 2016 10:28 AM
To: Hou, Michael M.
Subject: RE: Update on DID-Gold Number issue

I saw the bigger issue immediately as the implication of internal employee fraud – so now I agree with that out of the way – this is the issue that matters.

From: Hou, Michael M.
Sent: Thursday, October 13, 2016 10:26 AM
To: Bell, Tim <tbell@BroadViewNet.com>
Subject: RE: Update on DID-Gold Number issue

Thanks Tim – just wrote a similar message to Brian on this

Bigger issue is Eagle on the side, understanding what has been ported out from “their” blocks and the legal ramifications we might have to deal with Eagle in not being able to numbers back as well building the account in Profiles, switch etc.

From: Bell, Tim
Sent: Thursday, October 13, 2016 10:21 AM
To: Hou, Michael M.; Carr, John; Crotty, Brian
Cc: Pennisi, Paul
Subject: RE: Update on DID-Gold Number issue

I have an event I have to attend this evening so I can't attend but this is to me right now “a tempest in a teapot” (with respect to internal concerns)

I'd not going to put everything down in an email but say this and explain in a call if you want at another time (but can't make call after 5pm today)

I don't see an employee issue or any suggestion of one

I see this as a one off porting mistake with our wholesale customer – we ported a line we knew was coming from a Wholesaler and we didn't get the proper authority – happens in our business both ways occasionally. Paul will review.

The person actually asked if it was okay but asked the wrong group (John's port out team versus Wholesale team as the error)

We have a small time customer who occasionally (17 TNs and 10 Toll Free in 5 years) ask for some #s and if we think available give them to him

I'm sure we have customers that do this but right now given the only linkage is to this account right now – this is a customer who gets some good #s and pays us and then he probably gives them to others.

And they pay for it (i.e. they took an RCF in February and paid us \$140 for 7 months and then it left) – Great margins! (kidding...sort of)

The account is too small to care about – so customer just calls Care and asks for an RCF which is a legitimate order – again a couple orders this year spread around with SGS Care people issuing the order.

But I put a note to cease any orders and if customer calls to transfer them to me or arrange for me to call back so I can see if I can have a conversation with the person.

Michael has some follow-up with Eagle to do on the NPA blocks that I am assisting with.

-----Original Appointment-----

From: Hou, Michael M.

Sent: Thursday, October 13, 2016 9:12 AM

To: Hou, Michael M.; Carr, John; Bell, Tim; Crotty, Brian (bcrotty@BroadViewNet.com)

Subject: Update on DID-Gold Number issue

When: Thursday, October 13, 2016 6:00 PM-7:00 PM (UTC-05:00) Eastern Time (US & Canada).

Where: Michael's conf bridge code 212-400-1110#

EXHIBIT B



800 Westchester Ave.
Suite N-501
Rye Brook, NY 10573
800-405-2200

Master Terms and Conditions

Services: Services (the "Services") are as set forth on the Order Form and are provided by Broadview Networks, Inc. and/or its affiliates and/or subsidiaries ("Company"). Provision of the Services is subject to Company Tariffs, as modified from time to time, on file with applicable federal and state regulatory agencies. Any conflict or inconsistency among or between (i) these Master Terms and Conditions, (ii) the Product-Specific Terms and Conditions, (iii) the Order Form and (iv) the Service Proposal shall be resolved according to the above order of precedence, from the document with the greatest control to the least. Hereinafter, (i) these Master Terms and Conditions, (ii) the Product-Specific Terms and Conditions, (iii) the Order Form and (iv) the Service Proposal shall be collectively referred to as the "Agreement."

Availability of the Services: The Company shall use commercially reasonable efforts to provide the Services. The Company's obligation to furnish the Services is dependent upon its ability to obtain and retain (i) access to suitable facilities and services without unreasonable expense and (ii) all necessary governmental authorizations. The Services may be (i) temporarily refused due to system capacity limits or to other circumstances beyond Company's control, or (ii) temporarily interrupted due to facilities modifications, upgrades, relocations or repairs or similar activities necessary for the proper or improved provision of the Services. Company reserves the right to modify the Services from time to time. Customer shall obtain no property right in the use of any facility, connection, equipment, number, process or code.

Order Acceptance: No order for the Services shall be binding upon Company until such order has been accepted in writing by Company. Company, in its sole discretion, may decline to accept any order for the Services. All orders are subject to credit approval.

Term: The Term of the Agreement shall be as set forth on the Order Form and shall commence on the earlier of (i) the date the Services are activated by Company or Customer or (ii) the date specified in the applicable Product-Specific Terms and Conditions. The Term shall automatically extend for 1 year periods, unless Customer notifies Company in writing of its intent not to renew at least 30 days prior to the end of the current Term. Fees may apply in the event that (i) Customer cancels an order for the Services prior to activation of the Services, or (ii) if Customer discontinues the Services prior to the end of the current Term, or (iii) Company terminates the Services as a result of Customer's breach of these Master Terms and Conditions or the applicable Product-Specific Terms and Conditions. Early termination fees are set forth on the Order Form. Customer agrees that these early termination fees represent liquidated damages and not a penalty and are a reasonable estimate of the actual reduction in value of this Agreement that Company will sustain.

Rates and Charges: Rates and charges for the Services are set forth on the Order Form, on Company's Standard Pricing Schedules and in the Tariffs. All listed rates and charges are exclusive of federal, state and local sales, use, value added, excise, duty and other taxes, as well as amounts paid by Company, directly or indirectly, to, or as a result of, actions taken by, governmental or quasi-governmental authorities, which amounts may be passed on to Customer by Company, with associated administrative fees. Installation, change, expedite, overage, disconnection, reconnection, repair, early termination and other non-recurring charges may apply. Calls using the Services are rounded up to the next minute at the termination of the call.

Rate Adjustments: Customer may terminate this Agreement on thirty (30) days' prior written notice to Company with no further liability to Company in the event that Company increases the overall rates for the Services in an aggregate amount in excess of five percent (5%) in any twelve (12) month period; provided that Customer shall be required to pay for all of the Services provided to it by Company prior to the date of termination; provided further that Customer may not terminate this Agreement pursuant to this section in the event that Company withdraws Customer's rate increase in writing within twenty (20) days of the receipt of Customer's termination notice.

Unauthorized Use of Services: Customer shall bear the risk of loss arising from any unauthorized or fraudulent use of the Services provided under this Agreement to Customer. Company reserves the right, but is not required, to take any and all action it deems appropriate (including, without limitation, blocking access to particular calling numbers or geographic areas) to prevent or terminate any fraud or abuse in connection with the Services, or any use thereof.

Payment Terms: Customer assumes responsibility, and agrees to pay, Company all amounts due for the Services, including associated taxes, fees and surcharges. Usage-sensitive charges will be billed monthly in arrears; recurring charges will be billed monthly in advance; nonrecurring charges will be billed upon completion of the associated activity. All invoices are due and payable within 20 days of the invoice date (the "Due Date"). Customer may be charged a late payment fee, in addition to, the late payment charge of 1.5% of the past due amount. Billing shall be deemed correct and binding on Customer unless Customer notifies Company in writing of a dispute within 30 days following the invoice date. Customer agrees to pay all costs incurred by Company in collecting any amounts due hereunder, including, without limitation, reasonable attorney and collection agency fees. Customers who provide payment by means of credit or debit cards, or who provide a credit or debit card as security, authorize the Company to charge said credit or debit card for all amounts due hereunder.

Security Deposit: Company reserves the right to require a security deposit from Customer at any time based on Company's assessment of Customer's credit status and payment history.

Warranty: COMPANY SHALL EXERCISE COMMERCIALY REASONABLE EFFORTS TO MAINTAIN ACCEPTABLE PERFORMANCE, BUT MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES, WHATSOEVER REGARDING THE SERVICES OR THE FACILITIES OR THE EQUIPMENT BY MEANS OF WHICH THE SERVICES ARE PROVIDED, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY CANNOT AND DOES NOT GUARANTEE CONTINUOUS SERVICE, SERVICE AT ANY GIVEN TIME OR SPEED, OR THE INTEGRITY OF DATA STORED OR TRANSMITTED VIA THE SERVICES.

Force Majeure: Neither party shall be liable for any delay or failure in performance, other than timely payment of amounts due hereunder, due to Force Majeure, which shall include, without limitation, acts of God, labor disputes, terrorist activities, changes in law or government policy, riots, war, fire, epidemics, acts or omissions of vendors or suppliers, third party non-performance, equipment failures, or other occurrences which are beyond the delayed party's reasonable control.

Limitation of Liability: COMPANY SHALL NOT BE LIABLE FOR DAMAGES, INJURY OR COSTS ARISING OUT OF: (I) DELAYS, MISTAKES, ERRORS, OMISSIONS, INTERRUPTIONS OR DEFECTS IN TRANSMISSION; (II) DELAYS OR OTHER PROBLEMS ASSOCIATED WITH INSTALLATION, PROVISIONING, TERMINATION, MAINTENANCE, REPAIR, INTERRUPTION OR RESTORATION OF THE SERVICES; (III) INADVERTENT DISCLOSURE, CORRUPTION OR ERASURE OF DATA; (IV) SERVICES OR FACILITIES NOT FURNISHED BY COMPANY; (V) ANY ACT OR OMISSION OF A THIRD PARTY FURNISHING ANY PORTION OF THE SERVICES OR FACILITIES USED TO PROVIDE THE SERVICES; OR (VI) ANY EVENT THAT PREVENTS COMPANY FROM PERFORMING OBLIGATIONS UNDER THIS AGREEMENT, BEYOND THE REASONABLE CONTROL OF COMPANY. COMPANY'S LIABILITY, IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES, WHICH SHALL NOT EXCEED AN AMOUNT EQUAL TO CHARGES PAID BY CUSTOMER FOR THE SERVICE PERIOD IN WHICH THE LIABILITY WAS INCURRED; PROVIDED, HOWEVER, THAT COMPANY'S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF THIS AGREEMENT NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID BY CUSTOMER TO COMPANY IN THE LATEST THREE-MONTH PERIOD. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, ECONOMIC LOSS OR LOSS OF USE, PROFITS, REVENUE, OR GOODWILL, HOWEVER CAUSED.

WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE, EVEN IF COMPANY HAD BEEN ADVISED OF THE POSSIBILITY. FOR THE AVOIDANCE OF ANY DOUBT; PROVIDED, HOWEVER, THAT ANY AMOUNTS PAID PURSUANT TO A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT SHALL BE DEEMED DIRECT DAMAGES.

Indemnification: Customer agrees to defend, indemnify and hold harmless Company and its employees, officers, directors or agents from any third party claims or actions or any losses, damages or costs, including costs and reasonable attorney's fees, attributed to, arising out of or resulting from Company's provision or Customer's use of the Services.

Telephone Numbers: In no event shall Company be liable for (i) any telephone numbers published or distributed by Customer prior to executing this Agreement or (ii) for any directory publishing errors.

Termination: Company may temporarily suspend or permanently terminate Services to Customer without liability (a) on ten (10) days written notice to Customer in the event that Customer fails to timely pay amounts due to Company, (b) on thirty (30) days written notice to Customer in the event that Customer (i) provides fraudulent billing information, (ii) violates this Agreement, any other Agreement between Company and Customer, Company's Acceptable Use Policy, Company Tariffs or applicable laws or regulations and fails to cure such violation within the thirty (30) day notice period, or (iii) uses the Services in a manner that is excessive or unreasonable when compared to the predominant usage patterns of other customers on a similar service plan in Customer's geographic area; (c) immediately by reason of an order of a court or regulatory or other governmental authority; (d) immediately upon institution by or against Customer of a proceeding for relief under the Bankruptcy Code, the insolvency of Customer or the appointment of a receiver of Customer's property; or (e) immediately if Company deems such action necessary to protect itself or third parties against fraud or to protect its personnel, agents or services. Company may also pursue such other remedies as may be available to it at law or in equity. Neither termination nor expiration of Customer's Services shall relieve Customer of liabilities previously accrued hereunder. Early termination charges may apply if the Services are cancelled prior to the end of the Term of this Agreement, including, without limitation, payment of any non-recurring charges waived by Company.

Acceptable Use Policy: The Services shall be used only for lawful purposes. In using Services, Customer shall not engage in any illegal, abusive or unethical activity, including, but not limited to, the display or distribution of pornography or other obscene, vulgar, profane, offensive or sexually explicit materials, perpetration of fraud, libel, defamation or other violations of privacy, hacking, spreading computer viruses, pirating software or other materials, promoting or conducting gambling, publishing threats or racial, ethnic or sexual slurs or engaging in intimidation or other forms of harassment. Customer shall not

upload, post or otherwise transmit any content that it does not have a right to transmit under any law or under contractual or fiduciary relationships, including, but not limited to, insider information, proprietary and confidential information, or content which violates or infringes any copyright, trademark, patent, statutory, common law or proprietary rights of others. Customer shall not transmit unsolicited messages, list Company in any spammed message, or reply-to address or send large volumes of unsolicited e-mail to individuals or to individual business accounts. Customer commits to defend, indemnify and hold harmless Company and its employees, officers, directors or agents from any and all claims or actions of whatever nature or arising out of or resulting from Customer's failure to fully comply with these Acceptable Use Policies.

Limitations on Services: Notwithstanding any other provision contained herein, this Agreement shall apply only to non-carrier services provided directly to Customer for use only by Customer. For the avoidance of doubt, Customer may not purchase services under this Agreement and resell the Services to end users. In the event that Customer uses the Services in a manner that is inappropriate, excessive or unreasonable when compared to the predominant usage patterns of other customers on a similar service plan in Customer's geographic area, Company reserves the right to implement new or different charges or move Customer to a rate plan consistent with Customer's use of the Services. Inappropriate usage includes, but is not limited to, using certain Company services or calling plans in conjunction with an auto-dialer, call center or certain automated switching equipment, or for calls made to numbers used in connection with hotlines or radio broadcasting services. The Company reserves the right to change the calling plan of customers with inappropriate usage or who are not in compliance with the restrictions set forth in the applicable tariff.

Additional Customer Responsibilities: Customer shall supply space, equipment, network, wiring, electrical power and environmental conditions suitable for, and compatible with, Company's provision of the Services. Any equipment provided by Company shall remain property of Company and shall be promptly returned to Company in good working order upon termination or expiration of the Term of this Agreement. Customer is responsible for all use of Services, with or without its knowledge or consent. Customer is solely responsible for maintaining the security of its account, password, files, network and user access. Customer agrees that Company does not monitor, review or restrict information, communications, software, photos, video, graphics, music, sounds, services or other material available from third parties via the Services ("Content"), and that Customer bears all risks associated with the accuracy, completeness, reliability or usefulness of said Content. Customer shall be liable for damage to Company equipment and network facilities caused by (i) Customer, or Customer's agents, employees or suppliers or (ii) malfunction or failure of any equipment or facility provided by Customer or its agents, employees or suppliers.

Installation: Customer represents that it has or has secured the authority necessary for installation of all equipment necessary to

provide the Services. Customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for such installation. Customer shall allow Company reasonable access and right-of-way to Customer's premises for equipment installation and maintenance. Company shall exercise commercially reasonable efforts to schedule and conduct installation and maintenance activities so as not to unreasonably interfere with Customer's operations. Customer agrees to pay a Missed Appointment Fee if (i) Customer cancels a scheduled appointment on less than 24 hours notice or; (ii) an Installation Technician is unable to complete installation because Customer is not available and/or unable to grant access to all areas required for successful installation. In the event that Customer, by its actions or inactions, delays the installation of the Services, Broadview may, in its sole discretion, and after reasonable notice and option to cure, charge all non-Recurring charges in full.

Intellectual Property: Company grants Customer a non-exclusive, non-transferable, revocable, limited license to use the Services and all hardware and software necessary to access the Services, in strict accordance with this Agreement, said license to automatically terminate upon termination of Company's provision of the Services to Customer. Title, property rights, software and hardware licenses, including all intellectual property rights ("IP Rights"), are and shall remain with Company, whether or not embedded in the Services. Customer will not acquire or claim any right, title or interest in or to the IP Rights through purchase and use of the Services. IP addresses and other personal identifiers assigned by Company for Customer's use remain the property of Company and shall revert back to Company upon discontinuance of the Services.

Dispute Resolution: The parties shall attempt to resolve all disputes cooperatively without formal proceedings. Any claim, dispute or controversy (whether in contract, tort or otherwise) relating to the sale or provision of the Services or this Agreement which cannot be so resolved (other than the collection of amounts due for the Services and requests for injunctive relief) shall be the subject of mandatory arbitration. Such arbitration shall be conducted in accordance with the U.S. Arbitration Act (Title 9, U.S. Code), and under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted in New York, New York. The decision of the arbitrator shall be final and binding upon the parties. Judgment upon the arbitration award may be entered in any court of competent jurisdiction. Each dispute must be conducted individually and not in conjunction with disputes of other customers. ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR IN COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS ACTION OR REPRESENTATIVE ACTION OR AS A MEMBER IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. CUSTOMER WILL NOT BE A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE PARTICIPATE IN A CLASS, CONSOLIDATED OR REPRESENTATIVE PROCEEDING.

Survival: The provisions contained in this Agreement that by their context are intended to survive termination or expiration of this Agreement shall survive, including without limitation, the Warranty, Limitations on Liability, Indemnification, Acceptable Use Policy, Intellectual Property, Dispute Resolution, Survival and Miscellaneous Sections.

Notices: All notices hereunder shall be in writing and deemed delivered upon receipt by the receiving party, or refusal of delivery, when deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or when sent by an overnight delivery service (with delivery confirmation) to the addresses set forth in the Order Form, or to such other address(es) as the parties may designate from time to time.

Third Parties: Customer may not transfer any of its rights or obligations under this Agreement to a third party without the express, prior written consent of Company. The rights and obligations under this Agreement shall survive any merger or sale of a party and shall be binding upon the successors and permitted assigns of each party. This Agreement shall be binding upon and inure to the exclusive benefit of the parties hereto, and their respective permitted assigns, heirs, successors and legal representatives. It is not the intent of the parties that there be any third party beneficiaries of this Agreement.

Relationship of Parties: Company and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Company and Customer. Neither Company nor Customer will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

Amendment/Waiver: Unless otherwise provided herein, this Agreement may be amended only by an instrument in writing duly executed by both parties. No waiver by a party of a breach of this Agreement by the other party shall be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other provision hereof. No failure on the part of either party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof.

Regulatory Change: Notwithstanding anything else to the contrary in this Agreement, Company may unilaterally amend this Agreement, including, without limitation, pricing, in response to a regulatory change that materially changes the technical feasibility or economics of providing the Services. In the event that Company exercises this option and the rate adjustment is not otherwise allowable hereunder, Customer shall have thirty (30) days from written notice thereof to terminate this Agreement without liability.

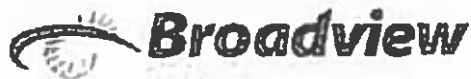
Entire Agreement/Severability: This Agreement, including the Master Terms and Conditions, the Product-Specific Terms and Conditions, the Order Form, the Service Proposal and the Tariffs, all as incorporated by reference, set forth the entire understanding of the parties with respect to the subject matter

hereof and supersede all prior agreements and collateral covenants, arrangements, communications, representations and warranties, whether oral or written, by either party (or any officer, director, employee or representative thereof) with respect to the subject matter hereof. If any provision of this Agreement is determined to be invalid or contrary to any existing or future law of any jurisdiction or any order or regulation of a court or governmental authority, such invalidity shall not impair the operation of or affect those provisions in any other jurisdiction or any other provisions hereof which are valid, and the invalid provisions shall be construed in such manner as shall be as similar in terms to such invalid provisions as may be possible, consistent with applicable law.

Governing Law/Consent to Jurisdiction: This service arrangement shall be governed by the laws of the State of New York without regard to its choice of law provisions. Each party consents to the personal jurisdiction and venue of the New York State Courts located in New York County, New York. THE PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR THE SERVICES PROVIDED BY COMPANY.

Authorization to Use CPNI: Customer hereby authorizes Company to use and to disclose and permit access by its affiliates and partners to Customer's customer proprietary network information ("CPNI") to enhance Company's ability to offer products and services tailored to Customer's needs. CPNI is information that relates to the quantity, technical configuration, type, destination and amount of use of Services by Customer and that is available to Company solely as a result of Company's provision of Services to Customer. Under federal law, Company has a duty to protect Customer's CPNI and Customer has the right to prohibit certain uses of its CPNI. Although Customer's authorization to Company to use, disclose and permit access to Customer's CPNI will remain in effect until Customer affirmatively revokes such authorization, Customer may withdraw its authorization at any time by notifying Company in writing. Denial of authorization to use, disclose and permit access to Customer's CPNI will not affect Company's provision of the Services to Customer.

EXHIBIT C



DETAILED PROPOSAL
800 Phone Numbers
February 11, 2016

Deal Number: 1510755971
Account Executive: Vicente Aguilon
Term Length: 1 years

Company Information

Company Name: 800 Phone Numbers
Address: 11 Saupe Dr, Manalapan, NJ 07726
Main Phone #:
Website:
Primary Contact Name: Robert Lift
Primary Contact Phone: (917)941-4286
Primary Contact Email: RSL711@aol.com

Secondary Contact Name: _____
Secondary Contact Phone: _____
Secondary Contact Email: _____
Billing Contact Name: Robert Lift
Billing Contact Phone: (917)941-4286
Billing Contact Email: RSL711@aol.com
Bill Format: Green Bill

Site Contact: Robert Lift Site TN: (917)941-4286 Site Email: RSL711@aol.com
Vendor (PBX) Contact: _____ Vendor TN: _____ Vendor Email: _____
Demarc: _____

Proposed Broadview Configuration

Product	Quantity	Total Install	Unit Price	Monthly Total
POTS				
Rate Plan: ClearPak Measured 4.0	1		0.00	\$0.00
Local Usage Charge			0.02	USAGE
Regional LD Usage Charge			0.039	USAGE
Long Distance Usage Charge			0.039	USAGE
Remote Call Forward Service	5		12.30	\$61.50
International Calling Plan Global Business Basic	1		0.00	\$0.00
POTS Sub-Total		\$0.00		\$61.50

Special Instructions for POTS:

RCF pointing to 732 792-9676

2122000000
846222222
2875299377
2675297848
2127355669

Location Sub-Total \$0.00 \$61.50

TOTALS \$0.00 \$61.50



Letter of Authorization
(Allows Broadview Networks to process your order)

To Local Telephone Company: This is to advise you that I/we have selected Broadview Networks ("Broadview Networks"), as my/our _____ Local _____ Intralata Toll _____ Long Distance (check one or both) carrier to act as my/our agent for all matters related to the provision of local/long distance telephone service in conjunction with the numbers listed below, (the "Numbers"), including changing my/our current Local Exchange Carrier ("LEC")/Primary Interexchange Carrier ("PIC"), if any, from my/our current provider(s) to Broadview Networks. This authorization shall remain in effect until cancelled by me/us in writing or otherwise. Broadview Networks is authorized to order, change and terminate local/long distance service for the Numbers I/we hereby authorize and direct you to deal directly with Broadview Networks or its designated representative, to follow its directions and to make available to it any and all information pertinent to the provision of local/long distance telephone service in conjunction with the Numbers. I/we understand that for any one telephone number only one local carrier and one long distance provider may be designated and that by signing this Letter of Agency, my/our current local/long distance carrier for the Numbers, if any, will be changed to Broadview Networks. I/we also understand that changing my/our local/long distance carrier may result in a charge to me/us.

Customer (Subscriber) Billing Name: (as it appears on phone bill)

Billing Address

Numbers:

212-200-0100
646-222-2222
212-529-9557
212-529-7848
212-725-5669

And all numbers associated with the above _____ (Initial)

Authorized Signature
Printed Name

Title
Date

EXHIBIT D

From: RSL711@aol.com [<mailto:RSL711@aol.com>]

Sent: Tuesday, February 16, 2016 12:07 PM

To: Aguilon, Vicente

Subject: Re: Project: RCF Line Order (1500862473) BTN: RCF0000695 Customer Name: 8...

ok great

In a message dated 2/16/2016 9:15:11 A.M. Eastern Standard Time, vaquilon@broadviewsupport.com writes:

Hi Robert,

Validation is currently reviewing the orders.

Also, TNs 212-633-4225 and 212-400-4653 has been added to your account and pointing to 732-792-9676.

Thanks,

Vicente Aguilon

| **Broadview Networks** |

Project Manager | Service Delivery

Toll Free Number: 855 367 7670 Extension: 4

vaquilon@broadviewnet.com

***Attention: You may be asked to participate in our online customer satisfaction survey at the conclusion of your project. It is Broadview Network's goal to always meet and exceed your expectations and earn a **PERFECT 5** on that survey from you. If there is anything that I can do to continue to exceed your expectations please do not hesitate to let me know.

How am I doing?

Please email my manager: [Emily Jackson](#)



The Total Solution for Business Communications

From: RSL711@aol.com [<mailto:RSL711@aol.com>]

Sent: Saturday, February 13, 2016 4:45 PM

To: Aguilon, Vicente

Subject: Re: Project: RCF Line Order (1500862473) BTN: RCF0000695 Customer Name: 8...

See attached for paperwork

In a message dated 2/12/2016 4:11:08 P.M. Eastern Standard Time, vaquilon@broadviewsupport.com writes:

Hi Robert,

EXHIBIT E

These tns should never have gone to Level 3...they belong to our Wholesale Customer and were transferred from Wholesale to Retail within Broadview and shouldn't have been and then the Retail customer ported them out... Michael Hou familiar.

Thanks
Diane

From: Zitsch, Douglas
Sent: Wednesday, October 19, 2016 12:57 PM
To: Nayak, Shrikantha; Emrick, Neal; Alveari, Diane
Cc: Pai, Rajavardhan; Golden, Dale
Subject: RE: Possible Slam issue on TN's 2122000000 and 6462222222

We will research and provide an update

<sigbopoff>

From: Nayak, Shrikantha [<mailto:Shrikantha.Nayak@Level3.com>]
Sent: Wednesday, October 19, 2016 12:46 PM
To: Emrick, Neal; Zitsch, Douglas; Alveari, Diane
Cc: Pai, Rajavardhan
Subject: Possible Slam issue on TN's 2122000000 and 6462222222
Importance: High

Hi Team,

I am able to see that TN's 2122000000 and 6462222222 were ported from Level3 to Broadview Networks SPID 4593 on 10/18/2016. But we haven't issued any FOC for these TN's from our side. Will you be able to snap the TN's back to Level3 SPID 8824?

Thanks and Regards

Shrikantha
Provisioner
LNP Port Out
Level 3 Communications
e: shrikantha.nayak@level3.com
Active Hours: 8:00 AM - 5:00PM EST
<image001.gif>

EXHIBIT F

**Response to Informal Complaint
Stolen Local Business Telephone Numbers
Ticket#1287399**

Complaint received on: 10/26/16

Filed by: Robert Liff 11 Saupe Drive Manalapan, NJ 07726

Telephone Number Subject of Complaint: 212-200-0000

Please refer to ticket number: 1287399

Complaint Summary

Broadview Networks SLAMMED two local numbers from Level 3 without the end-user's authorization. Broadview Networks is not responsive and has placed a freeze order on the local lines. The two local lines in question are 212-200-0000 and 646-222-2222.

Action Summary

The two local lines in Robert's complaint are:

- 212-200-0000
- 646-222-2222

Robert had provided CallSource with a letter of authorization and bill copy to have CallSource submit a request to port in these lines. CallSource used Level 3 Communications to port in the two local lines. CallSource submitted the local number provisioning request on 8/18/16.

The two local numbers had then received a Forced Order Commitment (FOC) date for 8/30/16. Once the lines were ported from Broadview Networks to Level 3, CallSource was able to assign the local numbers to Robert Liff's account. The two numbers were successfully ported in and routing correctly.

10/11/16

CallSource received an email from Steve Barta with Level 3 stating that "Broadview Networks has called and is claiming TN 212-200-0000 was ported to Level 3 without authorization. Can you please investigate and advise if this TN can be released back as they are claiming that it was slammed?"

10/11/16

CallSource replied to Steve Barta's email stating "This was a valid port; the TN 212-200-0000 was not slammed. The end-user (Robert Liff) submitted a valid LOA and bill from Broadview." CallSource also attached a copy of the bill that clearly shows the number 212-200-0000 listed as the account number. The bill is an original bill from Broadview Networks.

10/19/16

CallSource was alerted by Level 3 that the local numbers 212-200-0000 and 646-222-222 were ported away from our CallSource account. CallSource then contacted Robert Liff to check with him if this was a valid change. Per Robert this was not a valid change and was not authorized by him.

10/19/16

CallSource created a LNP service outage order with Level 3 to port the numbers back. Level 3's request to port the numbers back were rejected due to Broadview Networks putting an LNP Freeze on the lines. CallSource contacted Steve Barta and Level 3 to check what options we had to recover the lines. Per Steve we opened a trouble ticket (ticket number 11659764) with Level 3 to escalate and monitor the LNP order. Steve was going to have his management team look into this situation.

10/19/16 to 10/21/16

Level 3 had requested some answers regarding the order and CallSource provided requested updates. Per Level 3, Broadview Networks is being unresponsive.

10/21/16

Level 3 updated our ticket with information they received from Broadview Networks that states the following:

" Hi,

It was our Customers slamming complaint. This tn belongs to our Wholesale Customer and should not have been ported to Level 3. Our Wholesaler had a port block on this tn. We have already responded with this info on the LSR Request.

Thanks

Diane"

10/24/16

CallSource sends status update to Robert Liff and informed him to contact Broadview Networks and to files a complaint with the FCC.

10/21/16 to 10/27/16

Level 3 ticket updates remain the same now new update and the two numbers are still with Broadview Networks

10/26/17

CallSource receives FCC consumer complaint

Resolution Summary

CallSource and its carrier Level 3 have not been successful in finding a resolution. The FCC will need to get involved to help restore service to Robert Liffs business.

EXHIBIT G

From: Alex Macis
Sent: Monday, October 24, 2016 4:24 PM
To: RSL711@aol.com
Cc: Liz Guzzo
Subject: Slamming Complaint

Hi Robert,

The two local numbers have been ported away from your account without your authorization. They have been SLAMMED.

We have tried to work with our carrier to port the numbers back however Broadview Networks has blocked the LNP requests.

Please contact Broadview Networks for more information. You may also file a complaint with the FCC for unauthorized porting of your local lines.

I have called each number and each our routing to different locations not yours.

212-200-0000 when called is getting a message that states: "The number you have reached belongs to Eagle Messaging and it is not available"

646-222-2222 when called is not getting a message but instead when answered foreign music is playing.

Thank you,

Alex Macis
Carrier Relations

CallSource

Direct: 818-673-4769 | Fax: 888-835-9988 | Email: amacis@callsource.com
5601 Lindero Canyon Rd. Suite 200 | Westlake Village, CA 91362

EXHIBIT H

From: Hou, Michael M.
Sent: Wednesday, October 19, 2016 2:12 PM
To: Alveari, Diane
Cc: Zitsch, Douglas; Golden, Dale; Emrick, Neal
Subject: Re: Possible Slam issue on TN's 2122000000 and 6462222222

Ahh- thx Diane

On Oct 19, 2016, at 2:05 PM, Alveari, Diane <Dalveari@BroadViewNet.com> wrote:

Michael,

They are already back with us....Level 3 wants us to let them snap it back to them and we are not...we are going to issue a port request to them just to cover work done...Dale and Ches are taking care of the port request to Level 3.

Thanks

Diane

From: Hou, Michael M.
Sent: Wednesday, October 19, 2016 2:01 PM
To: Alveari, Diane; Zitsch, Douglas
Cc: Golden, Dale; Emrick, Neal
Subject: RE: Possible Slam issue on TN's 2122000000 and 6462222222

Thanks Diane. I concur.

Doug,

Please snap both of those TNs back to Eagle – circuit ID 917995AAXZ

Thanks,
Michael

From: Alveari, Diane
Sent: Wednesday, October 19, 2016 1:25 PM
To: Zitsch, Douglas
Cc: Golden, Dale; Hou, Michael M.; Emrick, Neal
Subject: RE: Possible Slam issue on TN's 2122000000 and 6462222222

Doug,

EXHIBIT I

From: Acosta, Angel [mailto:angel@kineticbusiness.com] [View original message](#)
 Sent: Tuesday, July 3, 2018 4:33 PM
 To: Mathis, Angela M [mailto:Angela.M.Mathis@windstream.com]
 Subject: RE: Port Request Info

I had my IT search the archives and they were able to pull the order details.

Order ID	TS	Status	Phone	User Name	Address	City	State	Zip	Product	Center Name	MM First	PON	Vendor	EOC Date	Schedule Date	User	Company	Company Contact	Contact Email	Contact Phone
101812	1046722222	212 2000000	Completed	100%	0	100 PHONE	INDIANA	0311	SAUPE	00					07/19/2018	07/19/2018	3:00:57 PM	Angel Acosta	angel@kineticbusiness.com	317-222-2222

From: Mathis, Angela M [mailto:Angela.M.Mathis@windstream.com]
 Sent: Tuesday, July 03, 2018 2:31 PM
 To: Acosta, Angel [mailto:angel@kineticbusiness.com]
 Subject: RE: Port Request Info

No worries, thank you very much for your help. Hope you have a great 4th!

Thank You,
 Angela Mathis
 Manager, LSPAC | Windstream
 82558 ALBERTA@WINDSTREAM.COM
 o 870.743.5117



From: Acosta, Angel [mailto:angel@kineticbusiness.com] [View original message](#)
 Sent: Tuesday, July 3, 2018 1:43 PM
 To: Mathis, Angela M [mailto:Angela.M.Mathis@windstream.com]
 Subject: RE: Port Request Info

Unfortunately our port out records do not go back that far

From: Mathis, Angela M [mailto:Angela.M.Mathis@windstream.com]
 Sent: Tuesday, July 03, 2018 12:18 PM
 To: Acosta, Angel [mailto:angel@kineticbusiness.com]
 Subject: Port Request Info

Angel,

Thank you so much for your help earlier. These two numbers below were ported to Level 3 from Broadband then were ported back to Broadband around Oct 2016. I was looking for the ports that we would have been submitted for that request or any information you might have. Any help would be much appreciated.
 1-646-222-2222
 1-612-200-0000

Thank You,
 Angela Mathis
 Manager, LSPAC | Windstream
 82558 ALBERTA@WINDSTREAM.COM
 o 870.743.5117



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EXHIBIT J

Related Item	Summary	Note	Date	Created By	Source	Access
Billing Question-Account Inventory (1520270316)	Contact : Robert Lift Reach # : 9179414286 Comm. Type: Inbound Phone	are able to contact the customer to discuss? Unfortunately all I have is what is notated in the account, so I am unable to provide him with further assistance. BTN : 2127764737 Account name: 800 Phone Numbers Cust Name : Robert Lift Callback number : 7326589193 Email Address : Details : cust called in asking for a supervisor onset of the call. cust following up on the incident number 1520270316. already advised the customer our management got his number and management will be calling him back but cust is already upset bec he still have not recved a callback. called HB spole to shanya slad we can give her number and she will screen the call to Tim Bell. 4847543535	10/25/2016 10:39 AM	Ma Escasio	OC	Public
Billing Question-Account Inventory (1520270316)	Contact : Robert Lift Reach # : 9179414286 Comm. Type: Inbound Phone	BTN : 1520270316 Account name: 800 Phone Numbers Cust Name : Robert Lift Callback number : 7326589193 Email Address : Details : cust looking for neil emrick regarding the 2 numbers he is stating he stole from their account. advise cust someone from management will be calling him.	10/24/2016 10:18 AM	Ma Escasio	OC	Public
CS Follow Up (10655853)	Added Notes	phone/account: 2122000000 callback # rsl711@aol.com (917) 941-4286 or 7326589193 name: Robert Lift concern calling in abou the phone numbers 2122000000 and 6462222222. per cust, this numbers were flip with BVN again without their auth. cust called his service provider (Call Fource) and he was told that Neal Emrick took the lines with them * adv will check with support about this numbers and will get back to him on Monday	10/21/2016 6:36 PM	fantonio	wf	Public
Billing Question-Account Inventory (1520270316)	Incident Note	Hi Nicole, Please see customer information below. BTN/ACCNT: 2122000000 BUSINESS NAME: 800 Phone Numbers NAME: ROBERT LIFF CBR: 7326589193 Thanks. Manuel	10/21/2016 11:32 AM	Manuel Breis	TaskBucket	Public
Billing Question-Account Inventory (1520270316)	Incident Note	Manuel, This customer note was just added last week. Per instructions, please provide customer name/cb info - so info can be passed along to Tim Bell as you didnt transfer the customer right? Thank you	10/21/2016 11:02 AM	Nicole Ashcroft	TaskBucket	Public
Billing Question-Account Inventory (1520270316)	Email Incident to CSQuestions@BroadViewNet.com CC: taskbucket@broadviewnet.com	Hi Team, Customer is requesting to add/reactivate the number 2124002000 to his account however account notes show "This customer can no longer order existing services. If he contacts Broadview - do not let him know about this note but transfer the call to Tim Bell 2124001950 or take a message for a call back and let them know - we will contact them about their order." Please advise how to proceed. He is also complaining about the two numbers 2122000000 & 6462222222 which he requested to be ported out from Broadview and he learned that the numbers were ported back by Broadview without his knowledge and the number is already assigned to other owner. Thanks.	10/21/2016 10:41 AM	Manuel Breis	TaskBucket	Public
CS Follow Up (10655853)	Created by: MBreis Owner: mbreis	Will call customer back for follow up.	10/21/2016 10:33 AM	Manuel Breis	TaskBucket	Public
Billing Question-Account Inventory (1520270316)	Billing Question issue Account Inventory Create Billing Inquiry: No	Closed Incident Created	10/21/2016 10:30 AM	Manuel Breis	Open Cafe	Public