

RECEIVED

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

OCT 11 2001  
PUBLIC SERVICE  
COMMISSION

In the matter of:

BARBARA CURTIN BORG  
(Your Full Name)  
COMPLAINANT  
VS.  
VERIZON WIRELESS  
(Name of Utility)  
DEFENDANT  
COMPLAINT

2001-345

The complaint of \_\_\_\_\_ respectfully shows:  
(Your Full Name)

(a) BARBARA CURTIN BORG  
(Your Full Name)

620 TALLY RD, LEXINGTON KY 40502  
(Your Address)

(b) VERIZON WIRELESS  
(Name of Utility)

5175 EMERALD PARKWAY, DUBLIN OH 43017  
(Address of Utility)

(c) That: (See attached complaint)  
(Describe here, attaching additional sheets if necessary)

\_\_\_\_\_ the specific act, fully and clearly, or facts that are the reason  
\_\_\_\_\_ and basis for the complaint.)  
\_\_\_\_\_  
\_\_\_\_\_

Formal Complaint

vs.

Page 2 of 2

Wherefore, complainant asks

(Specifically state the relief desired.)

Dated at Lexington, Kentucky, this 11<sup>th</sup> day  
(Your City)

of October, 2001  
(Month)

Barbara Ruthen Kelley Bly  
(Your Signature)

(Name and address of attorney, if any)

## COMPLAINT

Complainant states that Verizon Wireless has repeatedly billed her \$175 for "Penalties" in violation of the both its own written contract and the Kentucky Statute of Frauds, which she fears will adversely affect her credit rating if not paid. A copy of that bill is attached as Exhibit A.

Complainant had one cellular line with Verizon for ten years, and added a second line for her son five years ago. Always paying her bill upon receipt, she discontinued her service with Verizon in the spring of 2001 in order to switch to a smaller cellphone not offered by them. Cancellation of her service was not a problem, but Verizon has fought cancellation of her son's line, imposing penalties in the amount of \$175 (which she has not paid).

During the five years of his service with Verizon, when newspaper ads offered a new feature to the public at her son's minutes/price level, or when her son's minutes needed to be expanded, Complainant would call Verizon and request that the advertized feature be added or his minutes expanded; it was never a problem until the spring of 2001. When she called on March 7, 2001 to request the advertized feature of unlimited mobile-to-mobile minutes (same minutes/price level as his then current service), she was told something like, "You'll have to have a contract." She responded, "That's fine", thinking that her current contract with Verizon satisfied that requirement.

She believed that she had reached an inexperienced employee who merely misunderstood the situation, and that she could only be bound by a document that she had signed because no "contract" had ever been mentioned when she called before to add a feature or change his number of minutes. In fact, when she asked, she had always been told that this would not extend her contract. She later dug out her contract signed on December 7, 1999, and believed that it had to control the dealings between the parties, or else her law school education was for naught. She had been taught that a written contract could only be superceded by another written contract; therefore, the Verizon representative must be unaware of her current contract with Verizon.

Her son planned to do a summer internship in Los Angeles in the summer of 2001, and she did not want to pay for his unusable service for those months. Verizon also did not really have a minutes/price increment that worked well for his cellphone needs since he no longer had a land line. When she later called Verizon (in March or April of 2001) to discuss discontinuing his service at the beginning of the summer, she was told that adding the mobile-to-mobile feature (just weeks earlier) added a year onto some existing year's contract Verizon thought they already had with her (of which she was unaware). She was told that his service could not be cancelled until December of 2002, more than twenty months from then! This was the first time any Verizon representative had ever discussed a specific contract ending date with her.

Verizon's edict was in violation of the Kentucky Statute of Frauds, as well as any notion of fair dealing. Any contract that is not to be performed in one

year must be in writing. When she tried to argue with Verizon representatives, she was told, "You're not trying to work this out." Months later, only after she discontinued the service and when it was too late to do anything about it, Verizon claimed that she only had to fulfill her contract through April of 2002.

The only contract with Verizon that Complainant knew of is the one signed on December 7, 1999, when she purchased a new Qualcomm 860 for her son. This contract was for one year, and states that it would continue on a month-to-month basis at the expiration of the original contract. A copy of that contract is attached as an exhibit to a letter Complainant sent by certified mail to the Administration Department of Verizon Wireless on May 14, 2001. With this letter, she hoped to accomplish an agreeable discontinuation of service, giving them a thirty day advance notice of the cessation of service date. In that letter, she said what she intended to do and requested a response before 5-29-01. It also said that if no response were received, she would assume this was agreeable with Verizon.

This was actually the second time she had informed Verizon by certified mail of the intended discontinuation of her son's line, also informing them two months in advance when she discontinued service for her line. No response was received from Verizon either time, although she has signed receipts from the Administration Department for Verizon Wireless in Alpharetta, Georgia for both letters. Attached as Exhibit B is a copy of her May 14, 2001 letter with its exhibits.

## RELIEF REQUESTED

Because Complainant believes that Verizon's policy violates both her written contract and the Kentucky Statute of Frauds, she files this Complaint. Orally locking customers into contract extensions on top of contract extensions without explaining that it intends to run the contracts consecutively instead of concurrently is unfair and overreaching. The customer should be given notice of Verizon's specific intended contract end date. She seeks relief for both herself and countless others who may not be as informed of their legal rights.

It is also not right to attempt to hold customers to longer and longer verbal contracts without requiring a signature before changing the terms of the contract; it simply does not convey the import of the seriousness of requesting a mere change in a feature. If Verizon intends to lock people into contracts longer than one year, it should be required to either mail the customer a contract to sign (which one could read to consider the seriousness of signing up for additional service) or require that customer to come into a Verizon office to sign a new contract before activating the new feature.

Complainant requested at several levels that Verizon representatives check with their attorneys to learn that any contract that is not to be performed in one year must be in writing to be enforceable. She even threatened to file a class action if necessary to establish that what Verizon was attempting to do is not right. On June 20, 2001, a representative of the Public Service Commission

prepared a PSC consumer complaint on her behalf (Number 20012623 - a copy is attached as Exhibit C), but Verizon has failed to correct the "Penalties" charge.

Verizon should be estopped from attempting to lock customers in to longer and longer oral contracts without the requirement of a writing. Her "Penalties" and those of any other similarly situated customers should be erased, so that credit records are not destroyed by this unfair and overbearing practice. Complainant requests that Verizon be forced to obey the laws of the Commonwealth, and be bound by the terms of its own written contract.

BARBARA C. BORG

Bill Date:

June 28, 2001

Account Number.....

Subscriber Number....

**DETAIL OF SUBSCRIBER CHARGES**

Monthly Recurring Charges  
 Promoted 05/25/01 to 06/25/01 29.00  
**Total Monthly Recurring Charges 29.00**

Billing Credits and Other Charges  
 Par Productivity 3 05/25/01 To 06/25/01 5.96  
 Min Minutes Free 112.00  
 Penalties (75.00)  
 Weekend to Mod -10.00  
 1000 Min Minutes 8.00  
 Mol Mngmt Embedded Base 5 Included Messa .00  
**Total Billing Credits and Other Charges 187.40**

Detail of Airtime Usage  
 Rate Plan : DHOVL DTGCH-400 MIN-0-OP-FLD Included Minutes : 400  
 Rate Plan Incl. Minutes  
 Total Minutes 259.00 min @ \$ 0.000 .00  
 Voice Plan Incl. Minutes 25.00 min @ \$ 0.000 .00  
 Billed Minutes  
 Total Minutes 196.00 min @ \$ 0.000 19.60  
 1000 MIN MINUTES  
 Min Included Minutes 44.00 97.99 0.000 0.00  
 Total Minutes 87.00  
**Total Minutes Used 630.00**

**Total Airtime Charges 19.60**

Long Distance Charges .00  
 Roamer Charges .00

Taxes, Surcharges and Fees  
 Federal Excise Tax 6.10  
 Ky State Sales Tax 2.11  
 Fayette City Schl Bro Unit 1.05  
 Ky Lifeline Surcharge 0.05  
 Fed Univ Svc/Reg Chg 0.42  
 Ky State 8911 Fee 0.70  
**Total Taxes, Surcharges and Fees 10.53**

**Total Current Charges \$220.26**

**AIRTIME AND LONG DISTANCE DETAIL SUMMARY**

Date	Time	City	ST	Number	Type	Min.	Air	LD	Total
5/20	2:18PM	RETRIEVAL				3.00	0.00	0.00	3.00
5/20	2:24PM	LEXINGTON	KY			1.00	0.00	0.00	1.00
5/20	3:43PM	RECORDING				1.00	0.00	0.00	1.00
5/20	4:05PM	LEXINGTON	KY			1.00	0.00	0.00	1.00
5/20	4:58PM	"INCOMING"				7.00	0.00	0.00	7.00
5/20	5:12PM	"INCOMING"				2.00	0.00	0.00	2.00
5/20	6:11PM	LEXINGTON	KY			1.00	0.00	0.00	1.00
5/21	11:37AM	LEXINGTON	KY			1.00	0.00	0.00	1.00
5/21	1:28PM	"INCOMING"				1.00	0.00	0.00	1.00
5/21	2:58PM	"INCOMING"				5.00	0.00	0.00	5.00

Date	Time	City	ST	Number	Type	Min.	Air	LD	Total
5/21	3:50PM	LEXINGTON	KY			1.00	0.00	0.00	1.00
5/21	4:18PM	"INCOMING"				1.00	0.00	0.00	1.00
5/21	4:34PM	"INCOMING"				1.00	0.00	0.00	1.00
5/21	4:55PM	LEXINGTON	KY			7.00	0.00	0.00	7.00
5/21	4:58PM	LEXINGTON	KY			1.00	0.00	0.00	1.00
5/21	6:04PM	"INCOMING"				2.00	0.00	0.00	2.00
5/21	8:35PM	"INCOMING"				3.00	0.00	0.00	3.00
5/21	9:34PM	RECORDING				1.00	0.00	0.00	1.00
5/22	10:28AM	LEXINGTON	KY			1.00	0.00	0.00	1.00
5/22	11:25AM	LEXINGTON	KY			2.00	0.00	0.00	2.00
5/22	11:37AM	LEXINGTON	KY			2.00	0.00	0.00	2.00
5/22	11:38AM	LEXINGTON	KY			2.00	0.00	0.00	2.00
5/22	11:30AM	LEXINGTON	KY			2.00	0.00	0.00	2.00
5/22	11:45AM	LEXINGTON	KY			1.00	0.00	0.00	1.00
5/22	12:03PM	LEXINGTON	KY			1.00	0.00	0.00	1.00
5/22	12:04PM	LEXINGTON	KY			2.00	0.00	0.00	2.00
5/22	12:17PM	"INCOMING"				3.00	0.00	0.00	3.00
5/22	12:21PM	LEXINGTON	KY			1.00	0.00	0.00	1.00
5/22	3:45PM	LEXINGTON	KY			1.00	0.00	0.00	1.00
5/22	6:00PM	LEXINGTON	KY			1.00	0.00	0.00	1.00
5/22	8:25PM	LEXINGTON	KY			1.00	0.00	0.00	1.00
5/22	8:01PM	RETRIEVAL				2.00	0.00	0.00	2.00
5/22	8:10PM	KY STERLING	KY			2.00	0.00	0.00	2.00
5/22	8:34PM	"INCOMING"				1.00	0.00	0.00	1.00
5/22	10:48PM	RETRIEVAL				1.00	0.00	0.00	1.00
5/22	10:50PM	"INCOMING"				2.00	0.00	0.00	2.00
5/23	1:19AM	RETRIEVAL				1.00	0.00	0.00	1.00
5/23	11:46AM	"INCOMING"				11.00	0.00	0.00	11.00
5/23	12:27PM	LEXINGTON	KY			4.00	0.00	0.00	4.00
5/23	2:20PM	RECORDING				1.00	0.00	0.00	1.00
5/23	3:37PM	"INCOMING"				3.00	0.00	0.00	3.00
5/23	4:36PM	"INCOMING"				3.00	0.00	0.00	3.00
5/23	5:30PM	"INCOMING"				12.00	0.00	0.00	12.00
5/23	5:41PM	RECORDING				1.00	0.00	0.00	1.00
5/23	7:38PM	LEXINGTON	KY			1.00	0.00	0.00	1.00
5/23	7:51PM	"INCOMING"				1.00	0.00	0.00	1.00
5/23	7:51PM	LEXINGTON	KY			2.00	0.00	0.00	2.00
5/24	12:15PM	RECORDING				1.00	0.00	0.00	1.00
5/24	12:17PM	RECORDING				2.00	0.00	0.00	2.00
5/24	12:19PM	RETRIEVAL				3.00	0.00	0.00	3.00
5/24	12:25PM	LEXINGTON	KY			2.00	0.00	0.00	2.00
5/24	1:44PM	"INCOMING"				2.00	0.00	0.00	2.00
5/24	5:35PM	"INCOMING"				2.00	0.00	0.00	2.00
5/24	5:35PM	"INCOMING"				1.00	0.00	0.00	1.00
5/24	7:02PM	LEXINGTON	KY			11.00	0.00	0.00	11.00
5/24	7:14PM	LEXINGTON	KY			4.00	0.00	0.00	4.00
5/24	7:30PM	"INCOMING"				1.00	0.00	0.00	1.00
5/24	8:37PM	LEXINGTON	KY			1.00	0.00	0.00	1.00
5/24	8:38PM	LEXINGTON	KY			1.00	0.00	0.00	1.00
5/25	2:01PM	RECORDING				1.00	0.00	0.00	1.00

EXHIBIT A



PSC Consumer Complaint

claimema:12  
Sent: 07/31/2001

Complaint Number: 20012623

Date Complaint Entered: 06/20/2001

Customer Information

Name : Borg, Barbara

Address :

620 Talley Rd.

Lexington, KY 40502

County : Fayette

Home Phone: [REDACTED]

Work Phone: (502)564-7348

Customer can be reached at :

Fax :

Complaint Reason : Rates/Policies (Objects to utility policy/practices) Email :

Customer Relations : Failed To Correct Problem

Utility Information for Verizon Wireless .

Contact : Sharon Harris

Fax Number :

E-Mail :

Investigator : RHODY\_M

Customer says that she originally signed a contract with Verizon for cellular service in 12/99 which was to last for one year. Customer says that she contacted Verizon to add another feature to her phone two months ago. Customer says she recently contacted Verizon to cancel service and was told her contract was extended to 12/02 since another feature was added. Customer says that she never signed a contract that extended the service. Customer wants

Page 1

EXHIBIT B

claimemail2

Verizon to cancel her cellular service and to not charge her a penalty for breach of contract. Customer's cellular numbers are

█ & █

May 11, 2001

Administration Department  
Verizon Wireless  
One Verizon Wireless Place  
Alpharetta GA 30004

Re: Discontinuation of service for [REDACTED] (my son's phone)

Dear Verizon,

I shall terminate service for the above number as of 6-12-01. My son will travel out of the country and work in Los Angeles this summer, so he won't need it.

I bought his Qualcomm 000 in December of 1999. A copy of that contract for a year of service, which does not even appear to be signed by me, is attached. At the end of the year, paragraph 5 calls for service to continue on a month-to-month basis. When I saw ads in the paper with a new feature or more minutes at my son's price level, I would call and ask for it to be added, saying it would be unfair to give new customers a better deal than old customers, which is so true.

A March Verizon ad (copy attached) offered 400 peak minutes, 1,000 night and weekend minutes, free long distance, and added 1,000 mobile to mobile minutes as a new feature at his rate of \$35 a month. I called to add the mobile-to-mobile minutes and was told it would require a contract, and I said okay.

When I checked his contract end date, I was told 12/02. I argued that it could not extend past a year from when I added the new feature. Both the ad and your agent stated that a contract was required; since I already had one, I assumed that the requirement of a contract really just applied to new customers. I haven't signed any documents since December of 1999, so I don't see how Verizon considers anyone bound by a contract (which by your terms will last longer than a year) by oral statements that were ambiguous at best (that a contract was required and my okay since I already had one). The failure of your agent to say this would add a year onto some contract Verizon already thought it had with me (and that the contracts would run consecutively instead of concurrently) left me with the impression that if I already had a contract, that was satisfactory.

You cannot change the terms of your own contract. No oral statement can override it; only another written contract can change its terms. As a lawyer, I know that any contract that by its terms will extend beyond a year must be in writing; this law is called the Statute of Frauds. A copy of Kentucky's Statute of Frauds is attached. Your attempt to orally lock people into contracts that extend longer is unfair, overreaching, and legally unenforceable. This response to the competition in the current wireless market will not increase your desirability as a service provider.

EXHIBIT C

Any attempt (including billing, use of a collection agency, or an adverse credit report) to collect any sum Verizon sees as due on my "contract" after cessation will result in my reporting Verizon to the Better Business Bureau, the Chamber of Commerce, the Public Service Commission (with whom I have already spoken), and the Attorney General, and may even result in a class action suit against you. Unless I receive a response before 5-29-01, I shall assume that this is satisfactory.

*called to cancel service 6-14-01*

Barbara Borg  
620 Talliv Road  
Lexington KY 40502

UNDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.	A. Received by (Please Print Clearly) <i>Barbara Borg</i> B. Date of Delivery <i>5-10</i>
Article addressed to: <i>Administration Dept. Verizon Wireless in Lexington, Kentucky Alpharetta Ga 30004</i>	C. Signature <i>Barbara Borg</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee
	D. Delivery address different from item 1? <input type="checkbox"/> Yes if YES, enter delivery address below: <input type="checkbox"/> No
	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.
	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes

FRANKFORT POST OFFICE  
FRANKFORT, Kentucky  
406019398  
05/14/2001 (502)223-3447 12:06:06 PM

**U.S. Postal Service  
CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

Postage	\$ .55
Cancellation Fee	1.40
Return Receipt Fee (only Certified Mail)	1.50
Restricted Delivery Fee (endorsement required)	
Total Postage & Fees	\$ 3.95

Postmark: FRANKFORT, KY 40601 MAY 14 2001 USPS

102595-00-44-095

Requires Name and Address Printed Clearly for Computerized Mail Sorting  
Saver, 400, 900, 4000 Box No

*Administration Dept. Verizon Wireless  
in Lexington, Kentucky  
Alpharetta Ga 30004*

See Reverse for Instructions  
PS Form 3800, February 2000

Product Description	Sale Qty	Unit Price	Final Price
ALPHARETTA GA 30004			\$0.55
First-Class			\$1.50
Return Receipt			\$1.90
Certified			\$1.90
Label Serial #: 70993400001671849455			
Issue PVI:			\$3.95
<b>Total:</b>			<b>\$3.95</b>
Paid by:			
Cash			\$4.00
Change Due:			-\$0.05

Mail #: 1090500170050  
Clerk: 09

Thank you for your business



Invoice # 197746

Date: 12/07/99

33  
33059/00354  
33059 - FAYETTE KIOSK

Application Number:  
Security Deposit:  
ESN:

Telephone Type:  
Account Number:  
Callout Number:  
Add-on Number:

Drawer: 163

\*\*\* ADJUSTMENT \*\*\*

BILLING RESPONSIBLE PARTY SECTION A

USER'S NAME AND ADDRESS

NAME: BORG, BARBARA  
Street Address: 488 HART RD  
LEXINGTON KY 40502  
City: Lexington State: KY Zip: 40502  
Home Phone: 008-046 Est.  
Bus. Phone:  
SS Fed. ID:  
Employer:

NAME: BORG, BARBARA  
ADDRESS: 488 HART RD  
LEXINGTON KY 40502  
CITY: Lexington State: KY Zip: 40502

ADDITIONAL INFORMATION

EQUIPMENT/PRICE

SUBSCRIPTION

Qty	Part #	Description	Unit Price	Amount	Subscription Details
1	AA810472	AAQUA, QCDSS CDMA TKABMU08	207.00	207.00	Rate Plan: Account Fee: Monthly Charge: Peak: Bank: Interconnect: Feature Package: No Answer Transfer: 3 Party Conferenc: Call Forwarding: Call Waiting: Misc. Charge:
1	*UPDIG	Serial-# 17913721068 DIG PHONE CREDIT-RENEWAL CONTRACT END 12-7-2000	87.05	87.05	Mr. Rescue: Wireless Insurance: Opt to decline Wireless Insurance: Wireless Insurance: Opt to decline Wireless Insurance:
1	*PERSONAL	* Return * PERSONAL PRODUCTIVITY PAC 5.95 PER MONTH	.00	.00	Service Plan Commitment: Sub-Total: Tax: Total: Misc. Charges: TOTAL:
METHOD OF PAYMENT		Change Due: .00			119.95 7.25 127.20 127.20
Card/Check #:		Exp. Date:			5.00 127.20 5.00
Approval Code:		Exp. Date:			5.00 127.20 5.00
Signature:		Initials:			5.00 127.20 5.00
I agree to comply with the card holder agreement.		Initials:			5.00 127.20 5.00

FINANCIAL RESPONSIBILITY

I will be personally responsible for payment of all charges associated with this account.

My company will be responsible for payment of all charges associated with this account and I am duly authorized to financially commit my company or have had a corporate officer sign this Agreement.

Promotion Name (Please Print):

I acknowledge participation in the promotion above. I have been informed of the promotion terms.

I ( ) select at no charge ( ) decline "Caller ID Complete Blocking". I understand that if I decline Caller ID Blocking, my cellular telephone number will be transmitted to any person or business who subscribes to Caller ID. ("Caller ID Complete Blocking" not available in all markets.)

CUSTOMER ACCEPTANCE

I hereby acknowledge that I have read and agree to the terms and conditions provided on the reverse of this agreement, including Rates and Charges (Section 8), and Term of Agreement (Section 5), which specified that, depending upon the rate plan selected, the agreement shall continue in effect for a minimum period of 1 year, or some other specified time period, whichever is applicable, and provides for a fee in the event of early termination. I acknowledge that this paragraph is only a summary of and does not modify or amend my obligations as more fully set forth on the reverse of this Agreement, and that by initialing this paragraph, I have read and fully understand such obligations.

Customer authorizes GTE to use information about Customer and its product and service usage and preferences within the family of GTE businesses and agents.

I understand that in order to qualify for the multi-user and association rate plans, certain requirements must be met by me and the association. If those requirements are not met, I agree that I will change my rate plan to a GTE retail rate plan for which I qualify with the next billing cycle to fulfill their terms commitment above, if any.

I understand I may not change to a rate plan with a monthly access charge lower than \_\_\_\_\_ for \_\_\_\_\_ days from the date of activation.

\* NOTE: All calls received or placed by Customer's cellular numbers will be billed in one (1) minute increments and partial minutes are rounded up to the next full minute.

ID Affidavit-The information provided on this agreement matches the name, address, Social Security number, date of birth, and signature of applicant's identification.

As Witness:

Salesperson's Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Phone #: \_\_\_\_\_

Customer's Signature: \_\_\_\_\_ If Corporate, Title: \_\_\_\_\_ Date: \_\_\_\_\_

(If corporate, signature must be that of official listed in Section A)

General Terms and Conditions

1. **Parties:** This Customer Service Agreement ("Agreement") is made by and between the individual or organization... 2. **Service:** Carrier shall provide wireless telephone and related services ("Service") within the area prescribed by said license...

12. **LIMITATION OF LIABILITY:** CARRIER SHALL NOT BE LIABLE TO CUSTOMER FOR INTERRUPTIONS OF SERVICE, LOSS OF DATA, INTERCEPTION OF ANY CELLULAR TRANSMISSION, OMISSIONS OR ERRORS OF THIRD PARTIES, EQUIPMENT FAILURES, ACTS OF GOD, STRIKES, GOVERNMENT ACTIONS OR OTHER CAUSES BEYOND CARRIER'S REASONABLE CONTROL... 13. **CUSTOMER INDEMNITY:** CUSTOMER AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND CARRIER AGAINST ANY CLAIMS RELATING TO CUSTOMER'S MISUSE OF SERVICE OR EQUIPMENT UNDER THIS AGREEMENT...

3. **Access and Telephone Number:** Network access is currently provided by means of a 100 (100) digit telephone number... 4. **Deposit:** Carrier requires a deposit for the Service. Carrier may require Customer to make a deposit with Carrier... 5. **Termination:** This Agreement shall terminate if the term of this Agreement begins on the date set forth next to Customer's signature...

14. **DISCLAIMER OF WARRANTIES:** CARRIER IS NOT THE MANUFACTURER OF ANY EQUIPMENT OR ANCILLARY PRODUCTS SOLD OR RENTED UNDER THE AGREEMENT... 15. **Regulation, Government Law, and Severability:** The provision of Service under this Agreement is regulated by the FCC... 16. **Privacy of Service:** Complete privacy of Customer's conversations while using a cellular telephone system cannot be guaranteed... 17. **Unauthorized Usage:** If Customer's cellular telephone is lost, stolen, or otherwise absent from Customer's possession...

6. **Rates and Charges:** The terms contained in carrier's service information and brochures separately provided to Customer describing Customer's selected rate plan are incorporated by reference into this Agreement... 7. **Service Billing:** Unless otherwise specified, wireless calls are billed in the minute increments, and minutes of minutes are rounded up to the next full minute... 8. **Payment for Services:** Customer shall be billed on a monthly basis. Customer shall pay Carrier for all Rates and Charges as set forth in Section 6 above...

18. **Account Changes:** Customer authorizes Carrier to make changes to Customer's account at the request of the provider... 19. **Transfer of Agreement Assignment:** Customer may not transfer or assign this Agreement, either in whole or in part, unless so authorized in writing by Carrier... 20. **Rate Plan and Account Transfer Fees:** Subject to Carrier's approval and any applicable fees, Customer may change to another Carrier rate plan... 21. **Emergency:** Carrier will make every effort to restore Service at Customer's last known address...

9. **Insurance:** If Customer has selected wireless insurance to insure products purchased under this Agreement, Customer acknowledges that the insurance is provided by an independent insurer and not by Carrier... 10. **Default:** Customer is in default ("Default") under this Agreement if: (a) Customer fails to pay the full amount owed on this Agreement... 11. **Taxes and Assessments:** Service under this Agreement is subject to sales, use, gross receipts and public utility taxes...

22. **Non-Waiver:** Failure of either party to this Agreement to enforce any right shall not constitute a waiver of that right... 23. **911 Emergency Services:** Customer acknowledges that when calling 911 Emergency Services, Customer's location will not be known automatically by the operator answering the 911 call... 24. **TTY/TDD:** Due to technical incompatibility, Customer cannot use a Telecommunication Device for the Deaf (TTY/TDD) to call 911 with a digital wireless phone... 25. **Entire Agreement:** The terms and conditions set forth in this Agreement represent the entire agreement between the parties with respect to Service provided by Carrier...

If Customer fails to pay the bill in full by the due date set forth on the bill, Customer may be liable for a late payment fee and for interest at the rate of 1.5% per month, or at a lower rate if required by state law... 26. **Force Majeure:** If the performance of this Agreement is prevented, hindered, or delayed by a natural disaster, war, terrorism, riot, civil unrest, or other event beyond the control of either party, the performance of this Agreement shall be suspended...

27. **Assignment:** Customer may not assign or transfer this Agreement, either in whole or in part, unless so authorized in writing by Carrier... 28. **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain valid and enforceable... 29. **Notwithstanding to whomsoever:** This Agreement is not signed by Customer, placement or receipt of calls by Customer shall constitute Customer's acceptance of the terms and conditions set forth in this Agreement... 30. **Carrier:** Carrier will make every effort to restore Service at Customer's last known address...



# 2400

## minutes

### for \$35

*changing plan to share plan w/ mother*  
*3-7-2002 = mobile to mobile*

**The DigitalChoice™ Offer**

Daytime minutes	400†
Night & weekend minutes	1000†
Mobile-to-mobile minutes	1000
Home area wireless calls between Verizon Wireless customers.	2400*
<b>Total minutes</b>	<b>2400*</b>

*Includes Nationwide Long Distance*

*With annual contract. Additional plans available.*

*Includes Nationwide Long Distance*

**\$35/mo**



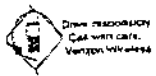
Radiovox 130  
 \*Prices available with annual contract.

*anytime*  
 \$19.99\*



Kyocera ZU35a  
 Fully data and two-way messaging capable tri-mode phone.

\$59.99  
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- ◀ 112 Mt. Tabor Rd ..... 268-2355

◆ FRANKFORT  
 Franklin West Shopping Center  
 875-2284

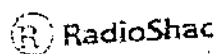
BUSINESS SALES  
 268-2355

AUTHORIZED RETAILERS

*Offer may vary at these locations.*

Cellular Sales  
 859-335-8835

Cellpage of Kentucky  
 859-246-0505



◆ NOW OPEN SUNDAYS 12PM-5PM ★ NOW OPEN SUNDAYS 12PM-6PM

Subject to terms of Cellular Service Agreement and Price Plans. Annual contract required. Early termination fee applies. Requires credit approval. Cannot be combined with other offers. Usage included in next full minute. Line advances lost. All calls subject to taxes, toll & other charges. Digital service not available in all areas. CDMA phone required. Geographic and other restrictions apply. Nights Monday through Thursday 8 pm - 8:55 a.m. Weekends Friday through 6:59 a.m. Monday. Other charges and restrictions may apply. ©2001 Verizon Wireless.

## GENERAL PROVISIONS

## 371.010. Statute of frauds — Contracts to be written.

No action shall be brought to charge any person:

- (1) For any representation or assurance concerning the character, conduct, credit, ability, trade, or dealings of another, made with intent that such other may obtain thereby credit, money, or goods;
  - (2) Upon any promise to pay a debt contracted during infancy, or any ratification of a contract or promise made during infancy;
  - (3) Upon any promise of a personal representative as such to answer any liability of his decedent out of his own estate;
  - (4) Upon any promise to answer for the debt, default, or misdoing of another;
  - (5) Upon any agreement made in consideration of marriage, except mutual promises to marry;
  - (6) Upon any contract for the sale of real estate, or any lease thereof for longer than one year;
  - (7) Upon any agreement that is not to be performed within one year from the making thereof.
  - (8) Upon any promise, agreement, or contract for any commission or compensation for the sale or lease of any real estate or for assisting another in the sale or lease of any real estate; or
  - (9) Upon any promise, contract, agreement, undertaking, or commitment to loan money, to grant, extend, or renew credit, or make any financial accommodation to establish or assist a business enterprise or an existing business enterprise including, but not limited to the purchase of realty or real property, but this subsection shall not apply to agreements pursuant to which credit is extended by means of a credit card or similar device, or to consumer credit transactions;
- unless the promise, contract, agreement, representation, assurance, or ratification, or some memorandum or note thereof, be in writing and signed by the party to be charged therewith, or by his authorized agent. It shall not be necessary to express the consideration in the writing, but it may be proved when necessary or disproved by parol or other evidence.

(470: amend. Acts 1950, ch. 174; 1990, ch. 259, § 1, effective July 13, 1990.)

**Cross-References.** Assignment by tenant invalid unless landlord gives written consent, KRS 383.180.

Conveyance for over five years or marriage agreement to be acknowledged or recorded, KRS 382.080.

Landlord and tenant, recovery on oral contract between, KRS 383.090.

Law impairing obligation of contract forbidden, Const., § 19.

Lessee's agreement to erect similar buildings to be in writing, KRS 383.170.

Mortgage, release, or waiver of exemption to be in writing, KRS 427.100.

Writing required to be signed must be signed at end, KRS 446.060.

Kentucky Law Journal, *Hall, Rights of a Teacher in the Public Schools When School Is Closed*, 25 Ky. L.J. 261 (1937).

Ferguson, *Motion for Judgment on the Pleadings in Kentucky Other than for Judgment Notwithstanding the Verdict*, 25 Ky. L.J. 263 (1938).

Fanning, *Some Observations of the So-Called Doctrine of Mutual Remedy and Its Application in Kentucky*, 26 Ky. L.J. 129 (1938).

Gilbert, *Conveyances — Validity of Parol Agreements as to Determinable Boundary Lines*, 27 Ky. L.J. 340 (1939).

Evans, *"The First Words in a Deed and the Last in a Will Prevail" or "Testamentary Re-*