

VIRGINIA:

IN THE CIRCUIT COURT FOR THE CITY OF BRISTOL

CITY OF BRISTOL, VIRGINIA)

Plaintiff,)

v.)

Case No. _____)

BVU AUTHORITY)

Serve: Board of Directors)
Don Bowman, CEO)
15022 Lee Highway)
Bristol, VA)
24202)

Defendant.)

FILED: July 31 2020
TIME: 11:00 AM
CIRCUIT COURT CLERKS OFFICE
CITY OF BRISTOL, VA
KELLY F. DUFFY, CLERK

BY: [Signature]

COMPLAINT

COMES NOW the Plaintiff the City of Bristol, Virginia (the "City"), by counsel, and for its Complaint against the BVU Authority (the "BVU" or "Defendant") avers as follows:

NATURE OF ACTION

1. The BVU owes the City millions of dollars in proceeds from the BVU's sale of its OptiNet Division, but has refused to pay a dime. The City and the BVU previously agreed to split evenly any proceeds from the sale of the OptiNet Division that were left over after paying off the OptiNet Division's debts. But years after the parties executed that agreement, and after the BVU had entered into an agreement to sell the OptiNet Division, the BVU *retroactively reinstated* millions of dollars in *internal* OptiNet debt supposedly owed to the BVU's own Electric Division.

2. The reinstated debt had been extinguished more than a decade earlier, and before the parties made their agreement. When the OptiNet Division was sold, however, the BVU applied the proceeds to pay off the OptiNet Division's reinstated internal debt (essentially keeping all the proceeds for itself) and thereby eliminated the net amount to be split with the City, and deprived the City and its taxpayers of millions of bargained-for dollars.

3. When the City and the BVU made their agreement, they understood that there was no internal debt owed from the OptiNet Division to the Electric Division; they made their agreement on that basis. Now, the BVU is requiring the City taxpayers to bear the burden of that supposed internal debt, reinstated years after the agreement, which is a breach of the contract as the parties understood it when executed; at the very least, the retroactive reinstatement of internal debt reflects a mutual mistake of fact as to the financial status of the OptiNet Division, requiring reformation of the agreement. The BVU would be unjustly enriched by any alternative outcome.

PARTIES

4. Plaintiff the City of Bristol, Virginia is a municipal corporation organized under the Code of Virginia. The City derives its governmental powers from the laws of the Commonwealth of Virginia.

5. Defendant the BVU Authority is a political subdivision of the Commonwealth of Virginia. The BVU Authority derives its powers from the laws of the Commonwealth of Virginia.

JURISDICTION AND VENUE

6. This Court has jurisdiction over this action pursuant to Va. Code § 8.01-328.1 because, among other things, the BVU transacts business in the Commonwealth, has contracted to supply services and things in this Commonwealth and has an interest in, uses or otherwise possesses real property in the Commonwealth. The City has the power to sue and be sued pursuant to Va. Code § 15.2-1404. The BVU has the power to sue and be sued pursuant to VA. Code § 15.2-7207.

7. Venue is proper in this Court pursuant to Va. Code § 8.01-262 because, among other things, the BVU regularly conducts substantial business activity in the City of Bristol, Virginia, and because all or part of the causes of action enumerated below arose in the City of Bristol, Virginia.

FACTUAL ALLEGATIONS

A. Bristol Virginia Utilities, the OptiNet Division, and Internal Debt

8. In 2001, Bristol Virginia Utilities (the “Utilities Board”), a separately managed and budgeted division of the City, launched the OptiNet Division, which provides telecommunication services, including digital cable, telephone, and high-speed internet to customers in Southwest Virginia.

9. Subsequently, the Electric Division of the Utilities Board advanced funds to the OptiNet Division to establish working capital to build the OptiNet network. This advance of funds created a debt owed to the Electric Division by the OptiNet Division.

10. This receivable/payable was memorialized in certain promissory notes between 2002 and 2006. These promissory notes included accrual of interest.

11. In 2007, the Utilities Board extinguished the internal debt from the OptiNet Division to the Electric Division (the “Extinguishment”).

B. Planned Spin-Off and the Transition Agreement

12. On November 2, 2009, the City entered into a transition agreement (the “Transition Agreement”) with the Utilities Board. The Transition Agreement stated that “conversion of [the Utilities Board] to an authority to be known as the BVU Authority is in the best interests of the City General and of the ratepayers of [the Utilities Board]” and that the City had “passed an ordinance asking the General Assembly of the Commonwealth of Virginia to pass an act creating such an authority, converting [the Utilities Board] into that authority, and to transfer the assets and City debts attributable to [the Utilities Board] to the authority.” Transition Agreement (attached hereto as Exhibit 1), § I.

13. The Transition Agreement was contemplated to govern the relationship between the City and the new BVU after the General Assembly had adopted the act proposed by the City. *Id.*

14. The Transition Agreement specified that the BVU could not sell any part(s) of itself (including the OptiNet Division) without prior approval from the City Council. *Id.* § II(5)(a).

15. The Transition Agreement specified that “[i]n the event that the OptiNet division is sold to a third party, the net proceeds after repayment of the OptiNet debt and the equity investment shall be split evenly between the City and the [BVU].” *Id.* § (II)(5)(c) (emphasis added).

16. In 2010, the General Assembly passed the BVU Authority Act, creating the BVU and transferring all of the City-owned Utilities Board debts and assets (including the OptiNet Division) to the new political subdivision. *See* Va. Code. § 15.2-7201.

17. On July 1, 2010, the board of directors of the new BVU took office. *See* Va. Code § 15.2-7205(B).

18. On January 25, 2016, the BVU and the City ratified the Transition Agreement. Ratification Page (attached hereto as Exhibit 2).

19. At the times of the original execution and the ratification, both the City and the BVU understood that the intra-company debt extinguished in 2007 no longer existed and could not impact the parties’ rights under the Transition Agreement.

C. Planned Sale of the OptiNet Division and the APA’s Investigation and Recommendations

20. On or around February 5, 2016, the BVU executed an agreement to sell the OptiNet Division to Sunset Digital Communications, Inc. for \$50 million, with net proceeds to the BVU of more than \$38 million (the “Sale”).

21. On March 15, 2016, the City Council approved the Sale.

22. In May 2016, before the Sale closed, the Virginia Auditor of Public Accounts (“APA”) audited the BVU. In October 2016, the APA published a report which concluded, among other things, that certain parts of the Extinguishment in 2006, a decade prior, were prohibited by statute.

23. The APA recommended that the BVU re-establish that debt as if it had never been extinguished, with reference to the promissory notes that had originally established the intra-company debt. The APA ultimately recommended that the BVU “re-establish an interfund receivable/payable” accounting for the debt extinguished in 2006, “including foregone interest, between the Electric and OptiNet Divisions in the amount of \$13,741,288.”

D. The BVU Uses the APA Recommendations to Zero-Out Its Anticipated Liability to the City, and Keeps 100% of the Net Proceeds for Itself

24. After the APA issued its report and recommendations, the BVU accepted the APA’s recommendation wholesale, and on or about June 23, 2017 (*i.e.*, more than ten years after the debt had been extinguished, seven years after the Transition Agreement had been first executed, and a year after it had agreed to sell the OptiNet Division), approved a promissory note for \$13,741,288 from the OptiNet Division to the Electric Division.

25. On August 2, 2018, the Sale closed.

26. In the approximately one year and one month period between the date the BVU re-established the intra-company debt and the date of closing, the BVU made no effort to pay down or reduce the OptiNet Division’s intra-company debt, and instead allowed that debt to continue to accrue interest unabated.

27. After payment of other debts and other expenses, the net proceeds of the Sale to the BVU were approximately \$12 million.

28. However, the BVU purported to apply the proceeds of the Sale to also pay down the previously extinguished debt – effectively paying those proceeds to itself and shuttling the money

away from the OptiNet Division. In paying off its own reinstated internal debt, the BVU reduced the City's share of the Sale proceeds from approximately \$6 million to zero – and it kept \$12 million for itself.

29. When the parties entered into, and subsequently ratified, the Transition Agreement, both the City and the BVU had understood that the later reestablished debt had been extinguished in 2006, and that it could not impact any “net proceeds” under the Transition Agreement.

COUNT I
(BREACH OF CONTRACT)

30. The foregoing allegations are incorporated by reference as if fully stated herein.

31. As set forth in detail above, the City and the BVU had a valid, enforceable agreement signed on November 2, 2009 and ratified on January 25, 2016.

32. The Transition Agreement was entered into and subsequently ratified based on a shared factual understanding that whatever intra-company debt the OptiNet Division may have owed in the past had been extinguished in 2006.

33. This factual understanding was material to the City's entering into the Transition Agreement in its executed form.

34. The City approved the Sale under section 5(a) of the Transition Agreement with the correct understanding that there was no intra-company debt.

35. The BVU had an express and implied contractual obligation to abide by the Transition Agreement's terms as the parties understood them when executed and subsequently ratified.

36. By unilaterally changing the factual premises upon which the Transition Agreement was executed and upon which the City approved the Sale, and by refusing to pay the City in accordance with the deal both parties agreed-to, the BVU has breached the Transition Agreement.

37. Specifically, the BVU has failed to pay the City in accordance with the Transition Agreement § (II)(5)(c), which states that “[i]n the event that the OptiNet division is sold to a third party, the net proceeds after repayment of the OptiNet debt and the equity investment shall be split evenly between the City and the [BVU]” and under which both parties understood that “OptiNet debt” did not include debt from prior to the Transition Agreement’s execution that had been extinguished.

38. As a direct and result of the BVU’s breach of the Transition Agreement’s express and implied terms, the City has suffered harm in an amount to be proven at trial in excess of \$6 million.

COUNT II
(UNJUST ENRICHMENT)

39. The foregoing allegations are incorporated by reference as if fully stated herein.

40. The City conferred a benefit on the BVU by, among other things, advocating for and ultimately causing the General Assembly to create the BVU in a structure that would transfer valuable assets that were part of the City (including but not limited to the OptiNet Division and the Electric Division) to the possession of the new BVU.

41. This benefit was conferred with the shared understanding that if the BVU ever sold the OptiNet Division, that the City would share equally in the net proceeds. This benefit was also conferred with the shared understanding that the net proceeds of any sale of the OptiNet Division would not and could not be reduced by paying down internal debt that had been extinguished prior to the transfer of City assets to the BVU,

42. The BVU knew and understood the benefits it was receiving in terms of its creation and the valuable City assets being transferred to it. The BVU should have reasonably expected to pay for such benefit pursuant to the parties’ shared understanding that there was no existing intra-company debt that could reduce the City’s payout at the time of the transfer of assets.

43. Thus, in purporting to apply the net proceeds of the Sale to the previously-extinguished debt thereby reducing the City's share and increasing its own, the BVU has accepted the benefit without ultimately paying for its value, which the parties understood to include, among other things, half of the net proceeds from the Sale of the OptiNet Division, after payment of the OptiNet Division's debts not including debts that had been extinguished prior to the benefit being conferred.

44. To allow the BVU to keep 100% of the proceeds of the Sale would be an unjust enrichment.

COUNT III
(REFORMATION OF CONTRACT)

45. The foregoing allegations are incorporated by reference as if fully stated herein

46. In the alternative, the Transition Agreement reflects a mutual mistake of fact regarding the previously-extinguished intra-company debt.

47. The City and the BVU entered into the Transition Agreement with the shared understanding that the aforescribed intra-company debt had been extinguished.

48. On the basis of that mutual understanding, the City and the BVU agreed in the Transition Agreement that "[i]n the event that the OptiNet division is sold to a third party, the net proceeds after repayment of the OptiNet debt and the equity investment shall be split evenly between the City and the [BVU]." Ex. 1 § (II)(5)(c).

49. Because the City and the BVU agreed that the City was to be paid a share of the *net* proceeds of any future sale of the OptiNet Division, their understanding that there were no intra-company debts owed by the OptiNet Division at the time they executed the Transition Agreement was material.

50. The City's and the BVU's mutual understanding that the previously-extinguished intra-company debt had permanently been extinguished prior to their entry into the Transition

Agreement, and that it thus could not be applied to reduce the net proceeds of any future sale of the OptiNet Division, was a mutual mistake of fact.

51. Such a mistake of fact permits the Court to reform the contract (*i.e.*, the Transition Agreement) to correct the mutual mistake and to make the agreement reflect the parties' actual understanding.

52. Thus, the Transition Agreement should be reformed to reflect the parties' agreement that the net proceeds from any sale of the OptiNet Division, after repayment of equity investment and *disclosed* OptiNet debt in existence at the time of the agreement or thereafter *newly* incurred, would be split evenly between the City and the BVU.

53. Upon reformation of the Transition Agreement to account for the parties' mutual mistake of fact, the City has suffered harm in an amount to be proven at trial in excess of \$6 million.

JURY DEMAND

The City demands a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, for the foregoing reasons, the City respectfully prays that this Honorable Court enter judgment in its favor and against Defendant the BVU and award the following relief (including that which is presented in the alternative):

1. Compensatory damages in an amount to be determined at trial, but not less than \$6,500,000 for the City, plus pre- and post-judgment interest, as allowable by law;
2. Equitable reformation of the Transition Agreement to correct the parties' mutual mistake of fact.
3. An award of attorneys' fees and costs as allowable by law;
4. Such other and further relief as this Court deems just and proper.

DATE: July 29, 2020

Respectfully submitted,

The City of Bristol, Virginia
By Counsel



BLANK ROME LLP

Adrien C. Pickard (VSB #65833)
Alexander H. Berman (VSB #89008)
1825 Eye St., N.W.
Washington, D.C. 20006
Tel: (202) 772-5845
Fax: (202) 572-1430
APickard@BlankRome.com

CITY OF BRISTOL CITY ATTORNEY

Randall Eads (VSB #77871)
300 Lee Street, # 202
Bristol, VA 24201
Tel: (276) 645-7333
CityAttorney@Bristolva.gov

EXHIBIT 1

**BVU AUTHORITY TRANSITION
AGREEMENT**

This agreement made and entered into this 2nd day of November, 2009, by and between The City of Bristol, Virginia, in its general capacity, hereinafter "City General" and Bristol Virginia Utilities, a separately managed and budgeted division of the City of Bristol, Virginia, hereinafter "BVU;"

I. THE PREMISES

- A. The City Council of the City of Bristol, Virginia and the Board of Directors of BVU have agreed that conversion of BVU to an authority to be known as the BVU Authority is in the best interests of the City General and of the ratepayers of BVU, and
- B. The City Council has passed an ordinance asking the General Assembly of the Commonwealth of Virginia to pass an act creating such an authority, converting BVU into that authority, and to transfer the assets and City debts attributable to BVU to the authority.
- C. When the General Assembly adopts said act, the parties wish to establish by contract certain continuing relationships between the two political subdivisions of the Commonwealth not properly made a part of the aforementioned act.
- D. BVU and City General will direct its appointees to the Authority Board to execute a duplicate to this contract between the City General and the new Authority.

II. THE AGREEMENT In consideration of the of the above premises and the mutual benefits to both parties arising from the creation of the authority and the covenants herein contained, the parties do hereby covenant and agree as follows:

- 1. BVU (and BVU Authority) shall continue to budget \$500,000.00 per fiscal year to pay for economic development projects inside for the City General in accordance with TVA terms in place now.
- 2. BVU (and BVU Authority) shall pay to the City General from Electric Division funds the sum of \$350,000.00 per annum in lieu of taxes for electric system property within the City of Bristol, Virginia (rather than the \$187,000.00 which would be ordinarily payable

under the TVA formula for such in lieu of tax payments.) for as long as it continues to have authority from TVA to continue to do so.

3. BVU (and BVU Authority) shall pay the sum of \$100,000.00 per annum in lieu of tax payment from non electric division funds for ten years commencing July 15, 2010 and continuing for ten consecutive payments ending July 15, 2019.
4. BVU (and BVU Authority) shall pay a BVU OptiNet in lieu of tax payment on all property of that division inside the City of Bristol, Virginia commencing July 30, 2013, based on the same formula TVA uses to figure in lieu of tax payments. The initial projected payment will not be less than \$100,000.00 per annum.
5. Sale of all or part of Authority
 - a. There shall not be a sale of all or part of the Authority to any third party without the approval of both the Authority Board and the City Council.
 - b. In the event that the all of the Authority is sold to a third party, the net proceeds after payment of all of the Authority debts and liabilities will be the property of the City of Bristol, Virginia and the Authority will be dissolved.
 - c. In the event that the OptiNet division is sold to a third party, the net proceeds after repayment of the OptiNet debt and the equity investment shall be split evenly between the City and the Authority.
 - d. The parties believe that there is no practical legal way to sell the electric division of the Authority, but should that ever occur, the net proceeds after payment of all of the debt of the Authority will be split evenly between the City and the Authority.
6. The Authority will not sell any of its sewer capacity to any other entity without the approval of both the Authority Board and City Council.
7. The Authority will not attempt to have the number, makeup or method of appointment of the members of the Board of Directors changed from that contained in the original Act without the prior consent of the City Council. The Authority also will never ask the General Assembly to remove the operation and management of the Authority from this Authority Board of Directors.

Witness the signature and seal of the parties this ____ of October, 2009

Attest:

City of Bristol, Virginia

By *She Alle*
Clerk

By *James F. Spector*

Attest:

Bristol Virginia Utilities

By *Linda R. Davis*
Secretary

By *Paul H. Hickey, Chairman*

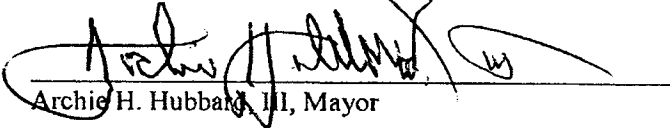
EXHIBIT 2

(RATIED)

~~Resonated~~ at the direction of the BVU Authority Board and the City Council for the City of Bristol Virginia this 25 day of JANUARY, 2016.

CITY OF BRISTOL, VIRGINIA

By

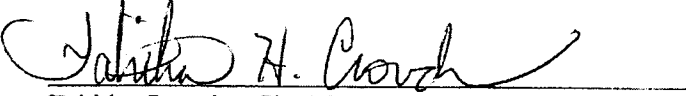

Archie H. Hubbard, III, Mayor

Attest:


Clerk

CITY OF BRISTOL, VIRGINIA

By


Tabitha Crowder, City Manager

BVU Authority

By



Bruce James Clifton, Chairman

Attest:


Secretary

BVU Authority

By


Don Bowman, President/CEO

BLANKROME

1825 Eye Street NW | Washington, D.C. 20006
blankrome.com

Phone: (202) 772-5845

Fax: (202) 572-1430

Email: apickard@blankrome.com

July 29, 2020

VIA FEDERAL EXPRESS

Angie Ratliff, Clerk
Bristol Circuit Court
497 Cumberland St., Room 210
Bristol, VA 24201

Re: City of Bristol v. BVU Authority

Dear Ms. Ratliff:

Please find enclosed the following items:

1. An original and three (3) copies of a civil complaint styled *City of Bristol v. BVU Authority*, with original signature, including attached exhibit;
2. Civil cover sheet;
3. A self-addressed, stamped envelope.

Kindly accept the enclosed Complaint for filing. In addition, we intend to use sheriff for service of this complaint. As we believe you have been informed, the filing fee (including for sheriff service) is to be paid by Randall Eads, City Attorney for the City of Bristol. Please record the appropriate case number on each enclosed copy of the Complaint and please return to me using the enclosed self-addressed, stamped envelope any copy of the Complaint not retained by the Court and not sent for service on the defendant.

Thank you for your prompt attention to this matter.

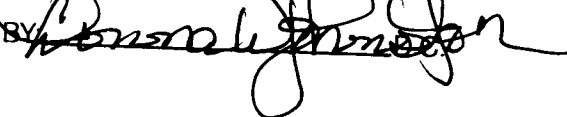
Sincerely,



Adrien C. Pickard

ACP/AHB/smh
Enclosures

FILED: July 31 2020
TIME: 11:00 AM
CIRCUIT COURT CLERKS OFFICE
CITY OF BRISTOL, VA
KELLY F. DUFFY, CLERK

BY: 

COVER SHEET FOR FILING CIVIL ACTIONS
COMMONWEALTH OF VIRGINIA

Case No. _____
(CLERK'S OFFICE USE ONLY)

BRISTOL

Circuit Court

CITY OF BRISTOL, VA

v./In re:

BVU AUTHORITY

PLAINTIFF(S)

DEFENDANT(S)

I, the undersigned plaintiff defendant attorney for plaintiff defendant hereby notify the Clerk of Court that I am filing the following civil action. (Please indicate by checking box that most closely identifies the claim being asserted or relief sought.)

GENERAL CIVIL

Subsequent Actions

- Claim Impleading Third Party Defendant
 - Monetary Damages
 - No Monetary Damages
- Counterclaim
 - Monetary Damages
 - No Monetary Damages
- Cross Claim
- Interpleader
- Reinstatement (other than divorce or driving privileges)
- Removal of Case to Federal Court

Business & Contract

- Attachment
- Confessed Judgment
- Contract Action
- Contract Specific Performance
- Detinue
- Garnishment

Property

- Annexation
- Condemnation
- Ejectment
- Encumber/Sell Real Estate
- Enforce Vendor's Lien
- Escheatment
- Establish Boundaries
- Landlord/Tenant
 - Unlawful Detainer
- Mechanics Lien
- Partition
- Quiet Title
- Termination of Mineral Rights

Tort

- Asbestos Litigation
- Compromise Settlement
- Intentional Tort
- Medical Malpractice
- Motor Vehicle Tort
- Product Liability
- Wrongful Death
- Other General Tort Liability

ADMINISTRATIVE LAW

- Appeal/Judicial Review of Decision of (select one)
 - ABC Board
 - Board of Zoning
 - Compensation Board
 - DMV License Suspension
 - Employee Grievance Decision
 - Employment Commission
 - Local Government
 - Marine Resources Commission
 - School Board
 - Voter Registration
 - Other Administrative Appeal

DOMESTIC/FAMILY

- Adoption
 - Adoption - Foreign
- Adult Protection
- Annulment
 - Annulment - Counterclaim/Responsive Pleading
- Child Abuse and Neglect - Unfounded Complaint
- Civil Contempt
- Divorce (select one)
 - Complaint - Contested*
 - Complaint - Uncontested*
 - Counterclaim/Responsive Pleading
 - Reinstatement - Custody/Visitation/Support/Equitable Distribution
- Separate Maintenance
 - Separate Maintenance Counterclaim

WRITS

- Certiorari
- Habeas Corpus
- Mandamus
- Prohibition
- Quo Warranto

PROBATE/WILLS AND TRUSTS

- Accounting
- Aid and Guidance
- Appointment (select one)
 - Guardian/Conservator
 - Standby Guardian/Conservator
 - Custodian/Successor Custodian (UTMA)
- Trust (select one)
 - Impress/Declare/Create
 - Reformation
- Will (select one)
 - Construe
 - Contested

MISCELLANEOUS

- Amend Death Certificate
- Appointment (select one)
 - Church Trustee
 - Conservator of Peace
 - Marriage Celebrant
- Approval of Transfer of Structured Settlement
- Bond Forfeiture Appeal
- Declaratory Judgment
- Declare Death
- Driving Privileges (select one)
 - Reinstatement pursuant to § 46.2-427
 - Restoration - Habitual Offender or 3rd Offense
- Expungement
- Firearms Rights - Restoration
- Forfeiture of Property or Money
- Freedom of Information
- Injunction
- Interdiction
- Interrogatory
- Judgment Lien-Bill to Enforce
- Law Enforcement/Public Official Petition
- Name Change
- Referendum Elections
- Sever Order
- Taxes (select one)
 - Correct Erroneous State/Local
 - Delinquent
- Vehicle Confiscation
- Voting Rights - Restoration
- Other (please specify)

Damages in the amount of \$ 6,500,000.00 are claimed.

07/29/2020

DATE

PLAINTIFF

DEFENDANT

ATTORNEY FOR

PLAINTIFF

DEFENDANT

ADRIEN C. PICKARD

PRINT NAME

1825 Eye Street, N.W., Washington D.C., 20036

ADDRESS/TELEPHONE NUMBER OF SIGNATOR

202.772.5845

APickard@BlankRome.com

EMAIL ADDRESS OF SIGNATOR (OPTIONAL)

*"Contested" divorce means any of the following matters are in dispute: grounds of divorce, spousal support and maintenance, child custody and/or visitation, child support, property distribution or debt allocation. An "Uncontested" divorce is filed on no fault grounds and none of the above issues are in dispute.

**Civil Action Type Codes
(Clerk's Office Use Only)**

Accounting	ACCT	Ejectment	EJET
Adoption	ADOP	Encumber/Sell Real Estate	RE
Adoption – Foreign	FORA	Enforce Vendor's Lien	VEND
Adult Protection	PROT	Escheatment	ESC
Aid and Guidance	AID	Establish Boundaries	ESTB
Amend Death Certificate	ADC	Expungement	XPUN
Annexation	ANEX	Forfeiture of Property or Money	FORF
Annulment	ANUL	Freedom of Information	FOI
Annulment – Counterclaim/Responsive Pleading ..	ACRP	Garnishment	GARN
Appeal/Judicial Review		Injunction	INJ
ABC Board	ABC	Intentional Tort	ITOR
Board of Zoning	ZONE	Interdiction	INTD
Compensation Board	ACOM	Interpleader	INTP
DMV License Suspension	JR	Interrogatory	INTR
Employment Commission	EMP	Judgment Lien – Bill to Enforce	LIEN
Employment Grievance Decision	GRV	Landlord/Tenant	LT
Local Government	GOVT	Law Enforcement/Public Official Petition	LEP
Marine Resources	MAR	Mechanics Lien	MECH
School Board	JR	Medical Malpractice	MED
Voter Registration	AVOT	Motor Vehicle Tort	MV
Other Administrative Appeal	AAPL	Name Change	NC
Appointment		Other General Tort Liability	GTOR
Conservator of Peace	COP	Partition	PART
Church Trustee	AOCT	Permit, Unconstitutional Grant/Denial by Locality LUC	
Custodian/Successor Custodian (UTMA)	UTMA	Petition – (Miscellaneous)	PET
Guardian/Conservator	APPT	Product Liability	PROD
Marriage Celebrant	ROMC	Quiet Title	QT
Standby Guardian/Conservator	STND	Referendum Elections	ELEC
Approval of Transfer of Structured Settlement	SS	Reinstatement (Other than divorce or driving	
Asbestos Litigation	AL	privileges)	REIN
Attachment	ATT	Removal of Case to Federal Court	REM
Bond Forfeiture Appeal	BFA	Restore Firearms Rights – Felony	RFRF
Child Abuse and Neglect – Unfounded Complaint ..	CAN	Restore Firearms Rights – Review	RFRR
Civil Contempt	CCON	Separate Maintenance	SEP
Claim Impleading Third Party Defendant –		Separate Maintenance – Counterclaim/Responsive	
Monetary Damages/No Monetary Damages	CTP	Pleading	SCRP
Complaint – (Miscellaneous)	COM	Sever Order	SEVR
Compromise Settlement	COMP	Sex Change	COS
Condemnation	COND	Taxes	
Confessed Judgment	CJ	Correct Erroneous State/Local	CTAX
Contract Action	CNTR	Delinquent	DTAX
Contract Specific Performance	PERF	Termination of Mineral Rights	MIN
Counterclaim – Monetary Damages/No Monetary		Trust – Impress/Declare/Create	TRST
Damages	CC	Trust – Reformation	REFT
Cross Claim	CROS	Uniform Foreign Country Money Judgments	RFCJ
Declaratory Judgment	DECL	Unlawful Detainer	UD
Declare Death	DDTH	Vehicle Confiscation	VEH
Detinue	DET	Voting Rights – Restoration	VOTE
Divorce		Will Construction	CNST
Complaint – Contested/Uncontested	DIV	Will Contested	WILL
Counterclaim/Responsive Pleading	DCRP	Writs	
Reinstatement – Custody/Visitation/Support/		Certiorari	WC
Equitable Distribution	CVS	Habeas Corpus	WHC
Driving Privileges		Mandamus	WM
Reinstatement pursuant to § 46.2-427	DRIV	Prohibition	WP
Restoration – Habitual Offender or		Quo Warranto	WQW
3 rd Offense	REST	Wrongful Death	WD



OFFICIAL RECEIPT
BRISTOL CITY CIRCUIT COURT
CIVIL

DATE : 07/31/2020

TIME : 11:18:45

CASE # : 520CL2000052700

RECEIPT # : 20000004257 TRANSACTION # : 20073100010

CASHIER : DWJ REGISTER # : B433

FILING TYPE : CNTR

PAYMENT : FULL PAYMENT

CASE COMMENTS : CITY OF BRISTOL VIRGINIA v. BVU AUTHORITY

SUIT AMOUNT : \$6,500,000.00

ACCOUNT OF : CITY OF BRISTOL VIRGINIA

PAID BY : CITY OF BRISTOL VIRGINIA

CREDIT/DEBIT CARD : \$372.32

DESCRIPTION 1 : CNTR:CONTRACT ACTION

2 : PLAINTIFF: CITY OF BRISTOL VIRGINIA

3 : NO HEARING SCHEDULED

ACCOUNT CODE	DESCRIPTION	PAID	ACCOUNT CODE	DESCRIPTION	PAID
049	WRIT TAX (CIVIL)	\$25.00	206	SHERIFF FEES	\$12.00
106	TECHNOLOGY TRST FND	\$5.00	219	LAW LIBRARY	\$4.00
123	LEGAL AID SERVICES	\$9.00	229	COURTHOUSE MAINTENANCE FEE (CHMF)	\$2.00
147	INDIGENT ASSISTANCE (INA)	\$1.00	304	CIVIL FILING FEE (LAW & EQUITY)	\$290.00
170	COURT TECHNOLOGY FUND	\$10.00	407	CONVENIENCE FEE	\$14.32

TENDERED : \$ 372.32
AMOUNT PAID : \$ 372.32