



**FILED**

10/13/26

04:59 PM

**C2610005**

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF CALIFORNIA**

**ALEXANDER GERWER and CARRIE ELLIS,**  
Complainant,

vs.

**T-MOBILE WEST LLC d/b/a  
T-MOBILE (U3056C),**

Defendant.

Case (C.) \_\_\_\_\_  
(Filed October 12, 2026)

**Complaint**  
**(EXPEDITED COMPLAINT PROCEDURE)**

| COMPLAINANT                                                                                                                                                                                | DEFENDANT<br>(Include Utility "U-Number," if known)                                                                                                                                                           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Alexander Gerwer (Authorized User) &<br>Carrie Ellis (Account Holder)<br>5050 East 2nd Street, Unit 13092<br>Long Beach, CA 90803<br>Telephone: (619) 885-4841<br>Email: asg_akn@yahoo.com | T-Mobile West LLC d/b/a T-Mobile (U3056C)<br>Attn: Tami Shwonek, Director, Tax Regulatory<br>12920 SE 38th Street<br>Bellevue, WA 98006-1350<br>Telephone: (425) 802-2630<br>Email: tami.shwonek@t-mobile.com |

(Internal Use Only)

GERWER-ELLIS 000001

## BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

## COMPLAINT

Additional complainant(s) (Provide name, address, phone number and email address for each complainant)

|                      |                                                        |
|----------------------|--------------------------------------------------------|
| Name of Complainant  | Carrie Ellis (Account Holder)                          |
| Address              | 5050 East 2nd Street, Unit 13092, Long Beach, CA 90803 |
| Daytime Phone Number | (562) 221-0581                                         |
| Email Address        | denimpaterns@gmail.com                                 |

☐ One/sole complainant is representative listed in Box C-1☐ Additional complainants listed in attachment

Additional Defendant(s) (Provide name, address, phone number and email address for each defendant)

|                      |  |
|----------------------|--|
| Name of Defendant    |  |
| Address              |  |
| Daytime Phone Number |  |
| Email Address        |  |

|                      |  |
|----------------------|--|
| Name of Defendant    |  |
| Address              |  |
| Daytime Phone Number |  |
| Email Address        |  |

|                      |  |
|----------------------|--|
| Name of Defendant    |  |
| Address              |  |
| Daytime Phone Number |  |
| Email Address        |  |

Have you tried to resolve this matter informally with the Commission's Consumer Affairs staff?

☒ YES ☐ NO

Do you have money on deposit with the Commission?

☐ YES ☒ NO

Amount \$ \_\_\_\_\_

Has staff responded to your complaint?

☒ YES ☐ NO

Is your service now disconnected?

☐ YES ☒ NO

Did you appeal to the Consumer Affairs Manager?

☒ YES ☐ NO

Explain fully and clearly the details of your complaint. (Attach additional pages if necessary and any supporting documentation)

See Attached Formal Statement of Claim & Exhibits.

#### Scoping Memo Information (Rule 4.2[a])

(1) The proposed category for the Complaint is (check one):

- ☒ adjudicatory (most complaints are adjudicatory unless they challenge the reasonableness of rates)  
☐ ratesetting (check this box if your complaint challenges the reasonableness of rates pursuant to Rule 4.1(b))

(2) Are hearings needed (are there facts in dispute)? ☒ YES ☐ NO

(3) ☐ Regular Complaint ☒ Expedited Complaint (Rule 4.6)

(4) The issues to be considered are

(Example: The utility should refund the overbilled amount of \$78.00):

Whether T-Mobile West LLC breached its contractual tariff commitments and California law by unilaterally raising rates and stripping hardware on legacy 2015 'Un-contract' and 2024 'Price Lock' accounts, and whether T-Mobile must issue reparations and Specific Performance restoring original grandfathered terms.



REPRESENTATIVE'S INFORMATION:

Provide name, address, telephone number, e-mail address (if consents to notifications by e-mail), and signature of representative, if any.

Name of Representative: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Signature: \_\_\_\_\_

**VERIFICATION**  
(For Individual or Partnerships)

I am (one of) the complainant(s) in the above-entitled matter; the statements in the foregoing document are true of my knowledge, except as to matters which are therein stated on information and belief, and as to those matters, I believe them to be true.

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

Executed on 10/12/26, at Long Beach, California  
(date) (City)

  
(Complainant Signature)

**VERIFICATION**  
(For a Corporation)

I am an officer of the complaining corporation herein, and am authorized to make this verification on its behalf. The statements in the foregoing document are true of my own knowledge, except as to the matters which are therein stated on information and belief, and as to those matters, I believe them to be true.

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

Executed on \_\_\_\_\_, at \_\_\_\_\_, California  
(date) (City)

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Title

**NUMBER OF COPIES NEEDED FOR FILING:**

If you are filing your formal complaint on paper, then submit one (1) original, six (6) copies, plus one (1) copy for each named defendant. For example, if your formal complaint has one (1) defendant, then you must submit a total of eight (8) copies.

If you are filing your formal complaint electronically (visit <http://www.cpuc.ca.gov/PUC/efiling> for additional details), then you are not required to mail paper copies.

Mail paper copies to: California Public Utilities Commission  
Attn: Docket Office  
505 Van Ness Avenue, Room 2001  
San Francisco, CA 94102

## PRIVACY NOTICE

This message is to inform you that the Docket Office of the California Public Utilities Commission (“CPUC”) intends to file the above-referenced Formal Complaint electronically instead of in paper form as it was submitted.

**Please Note:** Whether or not your Formal Complaint is filed in paper form or electronically, Formal Complaints filed with the CPUC become a **public record** and may be posted on the CPUC’s website. Therefore, any information you provide in the Formal Complaint, including, but not limited to, your name, address, city, state, zip code, telephone number, E-mail address and the facts of your case may be available online for later public viewing.

Having been so advised, the Undersigned hereby consents to the filing of the referenced complaint.



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Signature

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10/12/2026

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Date

---

Alexander Gerwer and Carrie Ellis

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Print your name

## FORMAL STATEMENT OF CLAIM, SPECIFICATION OF CONTRACTUAL BREACHES, REGULATORY DECEPTION, AND VERIFIED EXHIBIT INDEX

Complainants Alexander Gerwer and Carrie Ellis hereby submit this Formal Statement of Claim in support of their Formal Complaint against Defendant T-Mobile West LLC ("T-Mobile"), respectfully showing:

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### I. INTRODUCTION & JURISDICTION

1. This Formal Complaint is brought pursuant to California Public Utilities Code §§ 451, 701, and 1702; Title 47 of the United States Code § 332; the California False Advertising Law (Bus. & Prof. Code § 17500); the California Unfair Competition Law (Bus. & Prof. Code § 17200); and the California Senior Citizen Enhanced Protection Act (Civil Code § 3345).
  2. Pursuant to 47 U.S.C. § 332(c)(3)(A) and established Commission precedent, while states do not regulate market entry or wireless rate ceilings, the Commission retains full, unchallengeable jurisdiction to enforce the "other terms and conditions" of commercial wireless contracts, adjudicate deceptive marketing practices, award bill adjustments and reparations for unauthorized overcharges, and sanction regulated utilities for bad-faith misrepresentations made to Commission staff.
  3. Complainants have fully exhausted all informal administrative dispute mechanisms with the Commission's Consumer Affairs Branch (CAB File No. 739966) pursuant to Commission Rule 4.2(b).
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### II. PARTIES & ACCOUNT IDENTIFICATION

1. **Complainant Carrie Ellis** is the account holder of record for T-Mobile Account No. 948222003, residing at 5050 East 2nd Street, Unit 13092, Long Beach, CA 90803.
2. **Complainant Alexander Gerwer** is an authorized user, primary manager, and designated complainant for Account No. 948222003, residing at the same address. Complainant Gerwer is a senior citizen on a fixed income, entitled to the statutory protections of California Civil Code § 3345.
3. **Defendant T-Mobile West LLC (U-3056-C)** is a Delaware limited liability company operating as a regulated commercial mobile radio service provider in the State of California, with principal offices at 12920 SE 38th Street, Bellevue, WA 98006.
4. **The Service Lines at Issue on Account No. 948222003:**

- o Line 1: (619) 885-4841 (Voice — Primary)
- o Line 2: (562) 221-0581 (Voice)
- o Line 3: (562) 673-9426 (Voice)
- o Line 4: (562) 206-6109 (Voice)
- o Line 5: (562) 575-7081 (Voice)
- o Line 6: (562) 826-4764 (Connected Device — 5G Home Internet)
- o Line 7: (562) 230-7469 (Wearable — Apple Watch)
- o Line 8: (562) 341-3862 (DIGITS)

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### III. FACTUAL BACKGROUND & CONTRACT FORMATION

#### A. The 2015 "Un-contract" Lifetime Rate Guarantee (Voice Lines)

1. On February 20, 2015, Complainants ported four family voice lines from AT&T to T-Mobile under the "Simple Choice 2 Lines for \$100 Promo" (*See Exhibit A, February 2015 Email and Account Porting Records*).
2. On March 17, 2015, T-Mobile's Chief Executive Officer formally announced "The Un-contract" (Un-carrier 9.0), declaring an express, binding contractual guarantee:

*"You can keep your existing Simple Choice plan and we won't raise your rates. As part of this commitment, customers on existing Simple Choice promotional plans — like the Un-carrier's ultra-popular 4 lines for \$100... can keep them for as long as they're T-Mobile customers." (See Exhibit B, T-Mobile Official Press Release, March 17, 2015).*

3. In direct reliance on this unqualified public guarantee, Complainants maintained continuous subscription and timely billing payments on Account No. 948222003 for over eleven (11) consecutive years.

#### B. The 2024 "Price Lock" Lifetime Guarantee & Manual HQ Override (5G Home Internet)

1. In early 2024, T-Mobile aggressively targeted Complainants' home with direct-mail marketing promising: "WE WON'T RAISE YOUR INTERNET RATE. EVER." (*See Exhibit C, T-Mobile Direct-Mail Promotion*).
2. Because of initial local network capacity delays, on June 4, 2024, an authorized T-Mobile sales representative (Jorge) at the Long Beach Sam's Club kiosk directly contacted T-Mobile Corporate Headquarters. A Headquarters representative explicitly executed a

**manual "soft-code" account override** to guarantee Complainants the advertised \$50.00/month lifetime "Price Lock" rate.

3. On June 21, 2024, Complainants transitioned to "Home Internet Plus" (\$50.00/month with AutoPay), which included an integrated hardware Mesh Wi-Fi Extender, under T-Mobile's written assurance that *"as long as you don't change the plan, we will not change the price."* Complainants never changed or altered this plan.

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#### IV. DEFENDANT'S MATERIAL BREACH & UNLAWFUL ACTS

1. On June 29, 2026, T-Mobile transmitted automated text messages announcing that Complainants' legacy plans were being "retired" and that rates would increase by up to \$6.00 per voice line and \$5.00 to \$6.00 per internet line, effective July 2026.
2. In mid-July 2026, T-Mobile unilaterally executed forced plan migrations on Account No. 948222003:
  - o Voice lines were forcibly migrated to "Experience More with Appreciation Savings."
  - o The 5G Home Internet line was forcibly migrated to "Home Internet Advanced Plus."
  - o **Hardware Deprivation:** T-Mobile stripped Complainants' contractual right to the included Mesh Wi-Fi Extender.
3. On July 20, 2026, T-Mobile issued its regular billing invoice reflecting an unauthorized **\$15.06 monthly rate increase** (Account total: \$297.91) (*See Exhibit D, Physical Paper Bill dated July 20, 2026*).
4. T-Mobile subsequently billed a second unauthorized invoice of \$297.91 on August 20, 2026.

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#### V. PROCEDURAL HISTORY, BAD-FAITH CONDUCT & REGULATORY ADMISSIONS

##### A. Formal Exhaustion of the 60-Day Pre-Dispute Cure Period

1. On June 30, 2026, Complainants served a formal written Notice of Dispute via USPS Certified Mail upon T-Mobile USA, Inc. Legal Department in Bellevue, WA, pursuant to direct written instructions from Executive Response specialist Eboni Thompson (*See Exhibit E, USPS Certified Mail Receipt & Signed Return Receipt Card*).

2. On August 19, 2026, Complainants served a duplicate Notice of Dispute containing an itemized damages calculation upon T-Mobile Customer Relations in Albuquerque, NM and T-Mobile's California Registered Agent (Corporation Service Company). The contractual 60-day pre-arbitration cure period has fully expired without cure.

#### **B. The Unlawful Private Buyout Offer & Claimant's Written Rejection**

1. On July 31, 2026, T-Mobile Executive Escalations representative Anne McCanna contacted Complainant Gerwer on a recorded line, offering an individual buyout consisting of a **\$420.00 lump-sum cash credit plus a recurring \$20.00/month credit (total first-year value: \$660.00)** to dismiss his regulatory and legal disputes.
2. Complainant Gerwer explicitly rejected this buyout on the recorded line and served an immediate written rejection on Executive Response that same afternoon (*See Exhibit F, Email from Anne McCanna dated July 31, 2026, and Complainant's Written Rejection*).

#### **C. Active Deployment of Traps to Manufacture "Constructive Acceptance"**

1. On July 29, 2026, T-Mobile distributed automated solicitations offering a "Free Gateway Upgrade... as part of your new rate plan." Complainant Gerwer served a formal written rejection on T-Mobile's CEO and Legal Department on July 29, 2026, refusing the hardware trap.
2. On September 23, 2026, T-Mobile distributed automated communications soliciting Complainants to "Redeem your unclaimed Netflix benefit in T-Life" under the forced "Experience More" plan. Complainant Gerwer served a formal written rejection on T-Mobile executive leadership on September 24, 2026, explicitly refusing to activate bundled third-party streaming perks (*See Exhibit G, T-Mobile Netflix Solicitation and Written Rejection Notice*).
3. Prior to each electronic AutoPay draft, Complainants formally served written **Notices of Payment Under Protest and Duress** on T-Mobile's CEO and Legal Department (dated July 30 and August 11, 2026), legally barring T-Mobile from asserting that continued payment constitutes contractual acceptance (*See Exhibit H, Formal Notices of Payment Under Protest*).

#### **D. T-Mobile's Material Misrepresentation to Commission Staff (Brandy Lucero Letter)**

1. On August 26, 2026, T-Mobile Executive Response specialist Brandy Lucero submitted a formal written filing to the Commission's Consumer Affairs Branch regarding File No. 739966, stating:

"As of the date of this letter, we are still working with Alexander Gerwer to reach a mutually agreeable resolution... Based upon the foregoing, we respectfully request that this matter against T-Mobile be closed." (See Exhibit I, T-Mobile August 26, 2026 CPUC Filing).

2. **This statement was demonstrably false.** Twenty-six (26) days prior, on July 31, 2026, Complainant Gerwer had formally rejected T-Mobile's buyout in writing, establishing an unequivocal impasse. T-Mobile deliberately concealed this rejection from the Commission to fraudulently obtain an administrative case closure.
3. When Complainant brought this misrepresentation to light on September 2, 2026, the Commission recognized the bad-faith filing and **officially issued an order REOPENING File No. 739966 on September 3, 2026** (See Exhibit J, CPUC Order Reopening Investigation).

#### **E. T-Mobile's Formal Federal and State Admissions**

1. **Federal Admission:** In an official filing submitted to the Federal Communications Commission on August 11, 2026 (Ticket No. 8831854), T-Mobile explicitly defined its Price Lock guarantee: "*as long as you don't change the plan, we will not change the price*" (See Exhibit K, T-Mobile Formal 3-Page FCC Filing). T-Mobile admitted Complainants enrolled in Home Internet Plus on July 9, 2024, and never changed the plan, thereby confessing to a direct breach when T-Mobile unilaterally altered the plan on July 17, 2026.
2. **State Admission of Adhesion Defense:** On September 12, 2026, T-Mobile submitted a formal response to the CPUC abandoning its public "network evolution" pretexts, officially asserting that its standard boilerplate Terms & Conditions allow T-Mobile to modify rates "*at any time, subject to providing customers with at least 14 days' advance notice*" and that "*continued use of or payment... constitutes acceptance*" (See Exhibit L, T-Mobile September 12, 2026 CPUC Response).

#### **F. The Administrative Failure of Informal Review**

1. On September 14, 2026, CAB issued a letter concluding the informal appeal. Demonstrating gross administrative error, the caseworker misconstrued an 11-year-old 2015 historical email attachment regarding an AT&T phone port and nonsensically concluded that Complainants' 2026 Price Lock complaint concerned a Samsung Galaxy S4 data connection issue on AT&T's network (See Exhibit M, CAB Informal Closure Letter dated September 14, 2026).

2. Because CAB closed informal communications, Complainants have filed this Formal Complaint pursuant to CPUC Rule 4.2(c) and the Public Advisor's September 8 and September 23, 2026 directives.
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## **VI. LEGAL ARGUMENT**

### **A. A Unilateral Change-of-Terms Clause Cannot Nullify Express Advertising Guarantees**

1. T-Mobile's defense rests entirely on the assertion that its standard change-of-terms clause permits it to override written lifetime rate guarantees with 14 days' notice. Under California contract law (*Badie v. Bank of America* (1998) 67 Cal.App.4th 779), an implied covenant of good faith and fair dealing prohibits a party from exercising a unilateral modification clause in an adhesion contract to alter the fundamental, negotiated core of the agreement.
2. Under the California False Advertising Law (Bus. & Prof. Code § 17500), advertising a "Lifetime Price Guarantee" or "Price Lock Forever" to induce enrollment, while privately reserving the right to increase rates at will via boilerplate fine print, constitutes an unlawful and deceptive business practice per se.

### **B. Payment Under Duress Does Not Constitute Contractual Acceptance**

1. T-Mobile's claim that Complainants "accepted" the rate hike through continued payment is refuted as a matter of law. Under California law, payments made under express written protest to maintain uninterrupted, vital telecommunications service do not constitute voluntary ratification or accord and satisfaction.

### **C. Enhanced Statutory Protections for Senior Citizens (Civil Code § 3345)**

1. Complainant Alexander Gerwer is a senior citizen on a fixed income. T-Mobile's bad-faith actions—including attempting to enforce unlawful price increases, stripping contracted hardware, offering deceptive private buyouts, and misleading regulatory agencies—directly violate California Civil Code § 3345, entitling Complainants to enhanced penalties and treble reparations.
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## **VII. ITEMIZED CALCULATION OF REPARATIONS & DAMAGES**

1. **Direct Monthly Overcharges Incurred:** \$15.06 per month billed commencing July 20, 2026.

2. **Hardware Deprivation Value:** \$150.00 (replacement value of the unlawfully removed Mesh Wi-Fi Extender).
  3. **Five-Year Direct Economic Damages:** \$15.06/month × 60 months = \$903.60.
  4. **Statutory Senior Citizen Treble Penalty (Civil Code § 3345):** 3 × (\$903.60 + \$150.00) = \$3,160.80.
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## VIII. PRAYER FOR RELIEF

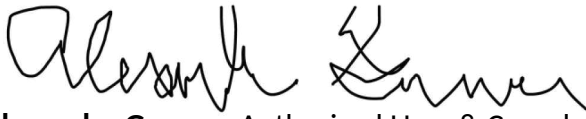
WHEREFORE, Complainants respectfully request that the Commission enter an order:

1. **Ordering Specific Performance and Permanent Rate Restoration:** Compelling T-Mobile West LLC to immediately restore and permanently grandfather Account No. 948222003 on its contractual legacy rate plans:
  - o *Voice Lines:* Simple Choice Family Match Unlimited at the contractual \$100.00 base rate for primary lines.
  - o *Home Internet Line:* 5G Home Internet Plus at the contractual \$50.00/month flat rate (inclusive of AutoPay discount).
2. **Ordering Hardware Reinstatement:** Compelling T-Mobile to provide, provision, and maintain active network support for the contractual Mesh Wi-Fi Extender on Line (562) 826-4764 at zero additional monthly charge.
3. **Ordering Reparations:** Directing T-Mobile to refund and credit all unauthorized overcharges billed above contractual rates since July 20, 2026.
4. **Ordering a Permanent Account Lock:** Prohibiting T-Mobile from unilaterally modifying, migrating, or increasing rates on Account No. 948222003 without affirmative, written, non-electronic consent.
5. **Granting Statutory Enhancements:** Imposing maximum statutory penalties and reparations authorized under California Civil Code § 3345 and Public Utilities Code § 2107 for deceptive practices and bad-faith misrepresentations to Commission staff.

Respectfully submitted,

Dated: September 24, 2026 at Long Beach, California

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Alexander Gerwer, Authorized User & Complainant  
Phone: (619) 885-4841 | Email: asg\_akn@yahoo.com

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Carrie Ellis, Account Holder of Record  
Phone: (562)221-0581 | Email: denimpatterns@gmail.com

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#### VERIFIED EXHIBIT LIST

- **Exhibit A:** Contemporaneous Email & Porting Confirmation Records (February 20, 2015).
- **Exhibit B:** T-Mobile Official Corporate Press Release launching "The Un-contract" (March 17, 2015).
- **Exhibit C:** T-Mobile 5G Home Internet "WE WON'T RAISE YOUR RATE. EVER." Direct-Mail Solicitation (2024).
- **Exhibit D:** Official T-Mobile Billing Statement executing forced migration (July 20, 2026).
- **Exhibit E:** USPS Certified Mail Tracking & Return Receipt Green Card (Bellevue, WA Legal Dept, July 2026).
- **Exhibit F:** Written Buyout Offer from Anne McCanna (\$660 value) and Claimant's Written Rejection (July 31, 2026).
- **Exhibit G:** T-Mobile "Redeem Netflix on Us" Solicitation and Claimant's Formal Written Rejection (September 23-24, 2026).
- **Exhibit H:** Formal Written Notices of Payment Under Protest and Duress served on T-Mobile Leadership (July 30 and August 11, 2026).
- **Exhibit I:** T-Mobile Formal Letter to CPUC CAB falsely claiming dispute was "being resolved" (August 26, 2026).
- **Exhibit J:** CPUC Consumer Affairs Branch Official Order Reopening Investigation (September 3, 2026).
- **Exhibit K:** T-Mobile Signed 3-Page Electronic Filing to the FCC (Ticket No. 8831854, August 11, 2026).

- **Exhibit L:** T-Mobile Response to Reopened CPUC File asserting 14-day change-of-terms defense (September 12, 2026).
  - **Exhibit M:** CPUC CAB Informal Closure Letter demonstrating administrative blunder regarding a 2015 Samsung Galaxy S4 (September 14, 2026).
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**Verification (California Code of Civil Procedure § 2015.5)**

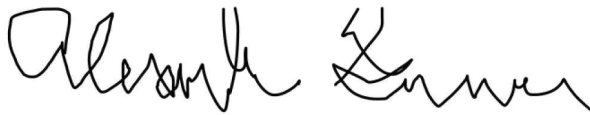
I, Alexander Gerwer, declare:

I am one of the Complainants in the above-entitled matter. I have read the foregoing Formal Statement of Claim and Verified Exhibit List and know the contents thereof. The facts stated therein are true of my own knowledge, except as to those matters stated upon information and belief, and as to those matters, I believe them to be true.

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

Executed on September 24, 2026, at Long Beach, California.

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A handwritten signature in black ink, appearing to read "Alexander Gerwer", written in a cursive style.

Alexander Gerwer

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# EXHIBIT A

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Contemporaneous Email & Porting Confirmation Records  
(February 20, 2015)



Alex Gerwer &lt;asg.akn@gmail.com&gt;

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## Issue with AT&T Mobility Bill Payment

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asg\_akn@att.net &lt;asg\_akn@att.net&gt;

Mon, Feb 23, 2015 at 1:57 PM

Reply-To: asg\_akn@att.net

To: john.legere@t-mobile.com, Doug.chartier@t-mobile.com, peter.ewens@t-mobile.com, "andrew.sacks" <andrew.sacks@t-mobile.com>, "dan.menser" <dan.menser@t-mobile.com>, "lauren.venezia" <lauren.venezia@t-mobile.com>

Cc: tim.larson@t-mobile.com, mario.flores54@t-mobile.com

Dear T-Mobile folks,

As promised, yesterday our family switched four phones over to T-Mobile. One phone is my Samsung Galaxy S4. This phone never had any problems on the AT&T network. Now, on your network, the data portion of the phone only seems to rarely and randomly connect for a few minutes at a time. I did not expect this to be a problem. I thought that maybe this is due to a defective cell site in my area that is going on and off the air. In investigating this today, however, it seems as if this is an issue that has been known for over a year:

<https://support.t-mobile.com/thread/68518?start=0&tstart=0>

As the phone I brought over was originally configured for AT&T, is that the problem? If so, is there some safe way in which to flash the software for the phone to be that designed for T-Mobile:

<http://www.droidviews.com/update-t-mobile-galaxy-s4-to-android-4-4-4-kitkat-and-root-it/>

Perhaps now that I am a customer you will respond and help me.

Sincerely,  
Alex Gerwer  
(619)885-4841

On Fri, Feb 20, 2015 at 11:15 AM, <asg\_akn@att.net> wrote:

Dear T-Mobile and Target folks:

Per the attached, I have received the unlock codes and instructions for unlocking three of the phones which we wish to transfer to T-Mobile, maintaining the current phone numbers on each (the fourth phone was purchased unlocked from Apple). As it turns out, on two of the phones (those which are not iPhones), the unlock process requires having a non-AT&T SIM card. Therefore, I would like to arrange to come in and begin opening the account in order to get the required SIM cards, allowing me to go through the unlock process myself with T-Mobile SIM cards. I am hopeful that the transfer of phone numbers can occur without my having to surrender the phones to you (for security reasons).

Again, **Our interest in is the plan that you are currently offering that has unlimited voice (to all phones), texting, data, and 5G of tethering per line, The charge for this is \$100 a month for the first two lines and \$40 a month each for the additional two lines.** Please confirm that is indeed the case or let us know what it is that you are, in fact offering.

As I have now done the leg work with AT&T to proceed, I am hoping that one of you would be kind enough to contact me so that things can move forward. Thanks.

Sincerely,  
Alex Gerwer  
(619)885-4841

GERWER-ELLIS 000018

On Tue, Feb 17, 2015 at 4:04 PM, <[asg\\_agn@att.net](mailto:asg_agn@att.net)> wrote:

Dear T-Mobile and Target folks,

I would like to ask for your assistance. As you can see from the email thread below, our experience with AT&T over many years has been very consistent: consistently bad. We have given AT&T all too many opportunities to change that, but AT&T proudly maintains an attitude of callous arrogance, it seems. Thankfully, AT&T was not able to acquire T-Mobile and, by all accounts, you have made it your mission to excel at customer service.

Therefore, I am seeking your help in bringing over the phones of myself, my wife, Carrie Ellis, and my father in law, Joe Andrews, all of which are on a combined account under my wife's name with AT&T. Both my father in law and wife are copied on this email. Then, we would like to bring over our daughter, Shakira Ellis, from MetroPCS. **We would like to keep our existing cell phones, including the existing phones numbers.** Carrie and I need your assistance in compelling AT&T to provide us with unlock codes for our phones to end out years of AT&T misery. My father in law brought over his own AT&T phone, but also needs the unlock code for his phone. There should be no contractual issues involved here. Also, our daughter, Shakira, is using an unlocked iPhone, so no unlock code is needed for her phone.

**Our interest in is the plan that you are currently offering that has unlimited voice (to all phones), texting, data, and 5G of tethering per line, The charge for this is \$100 a month for the first two lines and \$40 a month each for the additional two lines.** Please confirm that is indeed the case or let us know what it is that you are, in fact offering.

**If you can get AT&T to release their stranglehold on our phones (allowing us to unlock the three phones that we now have on AT&T) without exacting yet more money from us, we are ready to go** and look forward to receiving the kind of cell phone service that we should have been receiving from AT&T for the past 20 years...at a much better price.

Sincerely,  
Alex Gerwer  
(619)885-4841

----- Forwarded message -----

From: <[asg\\_agn@att.net](mailto:asg_agn@att.net)>  
Date: Sun, Jan 11, 2015 at 6:28 PM  
Subject: Re: Issue with AT&T Mobility Bill Payment  
To: "Shibley, Andy" <[GS9508@att.com](mailto:GS9508@att.com)>, [linda.ramos@att.com](mailto:linda.ramos@att.com), "Michael A." <[ma3988@att.com](mailto:ma3988@att.com)>, [rs2982@att.com](mailto:rs2982@att.com)  
Cc: David Hunt <[David.Hunt@fcc.gov](mailto:David.Hunt@fcc.gov)>, Diane Mason <[diane.mason@fcc.gov](mailto:diane.mason@fcc.gov)>, [michael.jacobs@fcc.gov](mailto:michael.jacobs@fcc.gov), [mark.stone@fcc.gov](mailto:mark.stone@fcc.gov), [andy.multiz@fcc.gov](mailto:andy.multiz@fcc.gov), [gregory.hlibok@fcc.gov](mailto:gregory.hlibok@fcc.gov), [michael.smith@fcc.gov](mailto:michael.smith@fcc.gov), Mark Stephens <[mark.stephens@fcc.gov](mailto:mark.stephens@fcc.gov)>, [wtom@ftc.gov](mailto:wtom@ftc.gov) <[wtom@ftc.gov](mailto:wtom@ftc.gov)>, [jseeba@ftc.gov](mailto:jseeba@ftc.gov) <[jseeba@ftc.gov](mailto:jseeba@ftc.gov)>, [rtritell@ftc.gov](mailto:rtritell@ftc.gov) <[rtritell@ftc.gov](mailto:rtritell@ftc.gov)>, [rfeinstein@ftc.gov](mailto:rfeinstein@ftc.gov) <[rfeinstein@ftc.gov](mailto:rfeinstein@ftc.gov)>, [dducore@ftc.gov](mailto:dducore@ftc.gov) <[dducore@ftc.gov](mailto:dducore@ftc.gov)>, [dvladeck@ftc.gov](mailto:dvladeck@ftc.gov) <[dvladeck@ftc.gov](mailto:dvladeck@ftc.gov)>, [jkohm@ftc.gov](mailto:jkohm@ftc.gov) <[jkohm@ftc.gov](mailto:jkohm@ftc.gov)>, [jpappalardo@ftc.gov](mailto:jpappalardo@ftc.gov) <[jpappalardo@ftc.gov](mailto:jpappalardo@ftc.gov)>, [tsyta@ftc.gov](mailto:tsyta@ftc.gov) <[tsyta@ftc.gov](mailto:tsyta@ftc.gov)>, [ab517@att.com](mailto:ab517@att.com), "MCCONICO, RASHEMA D (ATTCINW)" <[rx4096@att.com](mailto:rx4096@att.com)>, [Mark.Walker@fcc.gov](mailto:Mark.Walker@fcc.gov), "Utech, Sheila" <[SU2422@att.com](mailto:SU2422@att.com)>, [john.legere@t-mobile.com](mailto:john.legere@t-mobile.com), "Chang, Andrea" <[andrea.chang@latimes.com](mailto:andrea.chang@latimes.com)>, JOE ANDREWS <[joenancie@gmail.com](mailto:joenancie@gmail.com)>, Carrie Ellis <[denimpatterns@gmail.com](mailto:denimpatterns@gmail.com)>

Dear AT&T folks,

I thought that the people in your Belmont Shore Store had resolved the data warning messages which were coming up on one of the phones on our account. Per the attached, however, those warnings are once again appearing. Is this a play like the one you made with me and apparently many other people a few years ago to cram charges on people's accounts with you? I only have so much time to deal with your company. I am writing you asking you to once again please let me know what is the definitive solution to make sure that this phone's account has enough data. My mother in law, who uses the phone, has minimal needs for data which are primarily around checking email. If data charges are excessive on this account, then there is something wrong here and what that is needs to be discovered. For the record, I can get unlimited data for all three phones on this account

GERWER-ELLIS 000019

for far less than what we are now paying from Sprint. Your prompt attention to this matter is not only appreciated, but it is expected.

Sincerely,  
Alex Gerwer  
(619)885-4841

On Sun, Dec 7, 2014 at 11:21 PM, <[asg\\_akn@att.net](mailto:asg_akn@att.net)> wrote:

Dear AT&T folks,

Well, you clearly have no interest matching the Sprint offer. You also clearly have no interest ending your manipulative tactics. Yesterday, I went into your company owner store on 2nd St. in Long Beach to add some texting to my father in law's phone (Joe Andrews) which is on our account. After the first person I spoke with went over the bill with me, he recommended that unlimited texting be added for me, my wife, and I for \$30 a month, rather than the \$20 a month we now pay for my wife, Carrie Ellis, to have unlimited texting. I emphasize that my wife and I do not want to lose our unlimited data and voice. We are assured that my wife and I will keep our unlimited voice and data. The fellow then entering the change to the account confers with someone else in the store and comes back to tell me that my father-in-law should be billed at a rate of \$9.99 a month for voice, not \$39.99 a month. I tell him that I am glad to learn that, but ask why my wife, Carrie, is being billed at \$49.99 a month. The fellow helping me then gets another person involved who then says that in order for all three of us to get unlimited texting for \$30 a month, my father in law needs to be billed at \$49.99 a month, just like my wife. I then ask to just pay the \$20 a month for my father in law to have unlimited texting and to leave everything else alone. The last person who conferred with the fellow helping me originally then launches on a campaign to try to convince me to switch my father in law to the more expensive voice plan so that I can then pay \$30 for unlimited texting for the three of us. I try to explain that that is not what I want and that her plan would result in my paying \$10 more a month, especially as I have not wanted to have texting myself for years, having been a victim of your cramming campaign. What will it take for you to be straightforward with customers. What will it take for you to have a simple plan like MetroPCS where one simple price covers unlimited voice, data, and text for everyone?

Sincerely,  
Alex Gerwer  
(619)885-4841

On Thu, Dec 4, 2014 at 8:44 PM, <[asg\\_akn@att.net](mailto:asg_akn@att.net)> wrote:

Randall, Michael, Linda, and Andy,

After the throttling I mentioned in my last email and the cramming which I will mention in this email:

<http://www.consumer.ftc.gov/blog/atts-105-million-cramming-settlement-leads-refunds>

given that my family has long been AT&T Mobility customers, don't you think that it is about time to provide us as good of a deal as Sprint is willing to afford us:

<http://www.latimes.com/business/technology/la-fi-tn-sprint-cut-bills-half-20141202-story.html>

Wouldn't it be really great (and uncharacteristic) if you were to break your silence and actually offer up something wonderful to a long time customer, rather than delivering throttling and cramming?

Sincerely,  
Alex Gerwer  
(619)885-4841

On Mon, Nov 3, 2014 at 8:14 PM, <[asg\\_akn@att.net](mailto:asg_akn@att.net)> wrote:

Andrea,

I enjoyed your recent article on T-Mobile:

<http://www.latimes.com/business/la-fi-legere-tmobile-20141029-story.html#page=1>

It was particularly interesting to me that your article was juxtaposed against another article about the FTC suing AT&T, printed on the same page as your article:

<http://www.latimes.com/business/la-fi-ftc-att-suit-20141029-story.html>

As it turns out, I have been a long standing customer of AT&T Mobility and I therefore have a long list of misrepresentations and abuses that they have perpetrated upon me.

I applaud John Legere, a former AT&T executive, for so aggressively challenging the status quo by providing customers better service at lower prices. I only wish I could do some testimonial ads with him for T-Mobile. I would love to recount the facts of my relationship with AT&T.

Sincerely,  
Alex Gerwer  
(619)885-4841

On Thu, Oct 9, 2014 at 11:10 PM, <[asg\\_akn@att.net](mailto:asg_akn@att.net)> wrote:

Randall, Michael, Linda, Sheila, Andy, and Rashima,

This is why I don't trust you:

<http://www.latimes.com/business/la-fi-att-cramming-20141009-story.html>

It is not the first time you have violated the law. If I had to bet, it is not the last.

No matter what your hiring practices, it does not seem that ethics are a requirement for being on your team.

Sincerely,  
Alex Gerwer  
(619)885-4841

On Sun, Sep 28, 2014 at 9:44 AM, <[asg\\_akn@att.net](mailto:asg_akn@att.net)> wrote:

Randall, Michael, Linda, Sheila, Andy, and Rashima,

Per the attached, yesterday I was finally able to get the bill issue resolved, but it was not without challenge.

First of all, I learned that the payment that I provided last month as kept but not processed because I had not provided my driver's license. Given the information that you have on me, I am not sure why I was not called or sent an email or letter about this issue prior to me receiving a bill indicating that the payment had just not been received. Also, had your kiosk been positioned with outside access like an ATM, similar to what MetroPCS does, last month I could have paid my bill that way even though your store was closed during hours that it was supposed to be open.

Second, when asking for a receipt to reflect the checks that I had provided for payment, even though the entire process had already required 40 minutes to process, but still was not complete, I ultimately had to be told that receipts would be mailed to me, per the attached.

Therefore, I think that there is ample good cause for my five dollar late fee to be reversed (it is the least that you can do) and that you and your colleagues will seriously consider and perhaps even understand how the way you do business really alienates your customers. The phrase "callous disregard" comes to mind. Don't take my word for this, just read the reviews you get on the internet, by JD Powers, and of, course, the competitive study that the FCC did just a few years ago when you wanted to acquire T Mobile.

Sincerely,

GERWER-ELLIS 000021

Alex Gerwer  
(619)885-4841

On Sat, Sep 27, 2014 at 10:33 AM, <[asg\\_akn@att.net](mailto:asg_akn@att.net)> wrote:

Randall, Michael, Linda, Sheila, Andy, and Rashima,

Last month, in order to pay my bill on time despite having been out of the country for several weeks, I went to your company-owned store on 2nd St. in Long Beach, CA to pay the bill in person. When I got to the store, although it was well past the listed opening time, the store was closed. After waiting for 30 min. for the store to open, a woman dressed in AT&T attire (who would not identify herself) came by the outside of the door of your store and said that the store was closed because of a "security threat" and that she did not know when the store would open. Therefore, she said that if I were to put my payment under the door of the store, she would see to it that my payment would be made on time. Having learned never to trust anyone from AT&T over the many years that I have been an AT&T customer, I documented everything in pictures. Despite all of this, true to my expectations, I just received my AT&T bill which indicates that the payment that I had provided to your store last month was not credited.

Today, I am going to your store to pay the current month's bill without a late fee. I expect that you will follow up on the payment that I made to your store on 2nd Street in Long Beach last month and that you will appropriately credit that amount that I paid.

I would greatly appreciate greater honesty and integrity from your company in the future.

Sincerely,  
Alex Gerwer  
(619)885-4841

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# EXHIBIT B

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T-Mobile Official Corporate Press Release launching "The  
Un-contract" (March 17, 2015)



NEWSROOM



PRESS RELEASE

## T-Mobile Unleashes Two New Industry-Rocking Moves With 'The Un-contract' and 'Carrier Freedom'

March 17, 2015



# T-Mobile®

6 min read



*Contracts are back at T-Mobile, but this time the company is the one signing on the dotted line.*

GERWER-ELLIS 000024

*The Un-carrier™ now guarantees your plan pricing. In addition, T-Mobile will now pay off your device when you switch to the Un-carrier.*

**Bellevue, Washington and New York, New York — March 18, 2015** — John Legere just can't seem to leave well enough alone. Today, during an event held to announce Un-carrier 9.0 – Un-carrier for Business – the President & CEO of T-Mobile (NYSE: [TMUS](#)) unveiled not one but two new major Un-carrier™ initiatives for consumers as well.

First, with T-Mobile's new 'Un-contract,' customers will now have more certainty in their wireless pricing than ever before. Consumers and businesses alike can now rest assured that their Simple Choice rate plan won't go up as long as they're a T-Mobile customer and keep their plan – and even customers with unlimited 4G LTE will lock in their rates for a minimum of two years. The Un-carrier also launched 'Carrier Freedom™,' a new move where T-Mobile will now cover all outstanding phone and tablet payments up to \$650 per line when customers switch to T-Mobile – freeing 29 million people currently trapped at AT&T, Sprint or Verizon to make the move.

## The Un-contract

Wireless customers don't trust the carriers, and they have good reason. Nearly half of consumers and business owners surveyed say they've been offered a good deal by the carriers only to have their rates raised later. And, more than two-thirds of consumers and business owners believe their wireless rates will go up in the next two years.

With the Un-contract, T-Mobile is putting an end to price uncertainty – and flipping the very idea of the carrier contract on its head. Now, we sign the contract, you get the freedom.

"We're the Un-carrier. Everything the carriers do, we un-do," said John Legere, president and CEO of T-Mobile. "The other guys have been throwing out all kinds of desperate, short-term promotions to suck you in and lock you down – only to jack up rates later. We're not playing that game. The Un-contract is our promise to individuals, families and businesses of all sizes, that – while your price may go down – it won't go up."

Traditional wireless industry contracts are all take and no give. They lock you in and give you nothing in return. The carriers can do just about anything they want – including changing

your plan and even raising your rates.

By contrast, the Un-contract is all give, no take. You can keep your existing Simple Choice plan and we won't raise your rates. As part of this commitment, customers on existing Simple Choice promotional plans – like the Un-carrier's ultra-popular 4 lines for \$100 with up to 10 GB of 4G LTE data – can keep them for as long as they're T-Mobile customers. And, if you have an unlimited 4G LTE plan, you can rest assured your rates won't change for a minimum of two years. You can even change to other qualifying plans and The Un-contract guarantee kicks in again. And you can even leave when you like.

It's all part of T-Mobile's efforts to eliminate restrictive service contracts from the wireless industry and give customers more freedom and flexibility.

The Un-contract kicks in automatically on March 22 for all existing T-Mobile Simple Choice customers. No crazy strings, no hoops to jump through, no hidden fees, no BS.

## Carrier Freedom

Second, T-Mobile launched Carrier Freedom, a new move designed to free the 29 million people currently locked in to a device payment plan or lease with the old-school carriers by covering their outstanding device payments when they switch to T-Mobile.

"The carriers will do everything they possibly can to lure you in – then screw you out of every possible penny while you're locked in," added Legere. "Now, the millions who feel stuck with AT&T Next and Verizon Edge can jump to T-Mobile at no risk. Carrier Freedom is the next phase in bringing more choice and flexibility to this broken industry."

For wireless customers, the single biggest obstacle to switching providers is cost. And last year, T-Mobile took a wrecking ball to that barrier with its Contract Freedom program, offering to pay every penny of the carriers' punitive early termination fees (ETFs). The move helped catapult T-Mobile into the fastest growing wireless company in the U.S. with more than 8.3 million net new customers last year.

Now, with Carrier Freedom, T-Mobile is extending this radically simple concept to cover outstanding phone or tablet payments for those who bought their device on AT&T Next,

Verizon Edge or other carrier equipment installment plans (EIPs) or leasing plans. The move frees 29 million more people locked into equipment payment plans or leases with the other guys to switch to T-Mobile. Now, consumers and businesses feeling stuck with their carrier – because of contracts or phone payment plans or both – can make the move to T-Mobile without worry.

To take advantage of Carrier Freedom, a customer simply ports their number to T-Mobile's wildly popular Simple Choice plan, trades in their smartphone or tablet and buys one of our hot new smartphones. They'll get the trade-in value right away, and a prepaid card with the balance of additional outstanding phone payments after the trade-in value when they submit the carrier's bill to T-Mobile – up to \$650 total per line on up to 10 total lines. Businesses with more than 10 lines also can also take advantage of Carrier Freedom, with bill credits up to \$100 per line after the 10<sup>th</sup> line.

Learn more about [Carrier Freedom](#) and [The Un-Contract](#).

Un-contract guarantee excludes, fees, & other (e.g., “pay-per-use”) charges. **EIP Pay Off:** qualifying credit & postpaid service, with trade-in in good condition req'd. Pay off paid as device trade-in credit & prepaid card for remaining device balance (including valid exercise of lease purchase option, if applicable), minus trade-in credit. Sales tax on device excluded. Validation req'd. One offer per line. \$100 business payout once per account as bill credit (includes trade-in value). See T-Mobile.com for offer and other details.

### About T-Mobile US, Inc.

As America's Un-carrier, T-Mobile US, Inc. (NYSE: TMUS) is redefining the way consumers and businesses buy wireless services through leading product and service innovation. The Company's advanced nationwide 4G LTE network delivers outstanding wireless experiences to approximately 55 million customers who are unwilling to compromise on quality and value. Based in Bellevue, Washington, T-Mobile US provides services through its subsidiaries and operates its flagship brands, T-Mobile and MetroPCS. For more information, please visit <https://www.t-mobile.com>.

# # #

### Media Contacts

T-Mobile US Media Relations

[MediaRelations@t-mobile.com](mailto:MediaRelations@t-mobile.com)

**Investor Relations**

877-281-TMUS OR 212-358-3210

[investor.relations@t-mobile.com](mailto:investor.relations@t-mobile.com)

# # #

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### T-Mobile Wireless

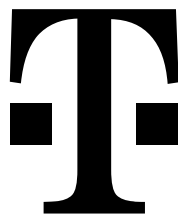
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# EXHIBIT C

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T-Mobile 5G Home Internet "WE WON'T RAISE YOUR  
RATE. EVER." Direct-Mail Solicitation (2024)

# WE WON'T RAISE YOUR INTERNET RATE. EVER.

Exclusions like taxes & fees apply.

Get **5G internet** and lock in your monthly rate with our **Price Lock** guarantee.

**\$50** WITH **PRICE LOCK**

Per month w/ AutoPay via debit/bank acct.

Exclusions like taxes & fees apply.

Regulatory fees included in monthly price for qualified accounts may be subject to change.



## No exploding bills

Unlike big cable providers, we won't raise your rate for internet. EVER. Exclusions like taxes & fees apply.



## Break free from contracts

We'll pay you up to \$750 to ditch your current provider. Via virtual prepaid card; allow 8 weeks.



## 15-minute setup

No annual contracts and your equipment is included.



## Try it worry-free for 15 days

Love it—or get your money back.

# Sign up for reliable T-Mobile 5G Home Internet today!

Delivered via 5G cellular network; speeds vary due to factors affecting cellular networks.

## CHECK AVAILABILITY

Call **855-542-2775**

Visit **T-Mobile.com/AffordableWiFi**

Scan the QR code



**T 5G HOME INTERNET**

P.O. BOX 550729 • HOUSTON, TX 77255

PRSRT ST  
U.S. POSTAGE  
PAID  
T-MOBILE



61336061\*132744/99-2262\*\*\*\*\*AUTO\*\*5-DIGIT 90808

Jessica Munoz Or Current Resident

4245 Heather Rd

Long Beach, CA 90808-1627

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# EXHIBIT D

---

Official T-Mobile Billing Statement executing forced  
migration (July 20, 2026)



TOTAL DUE

\$297.91

Your bill is due by Aug 13, 2026.

AutoPay is scheduled for Aug 11, 2026 using Visa \*\*\*\*2768.

Thanks for paying your last bill of \$282.85 on Jul 11, 2026.

Hi Carrie,

Here's your bill for July.

Go paperless! You'll receive a monthly text and/or email with a link to view and pay your bill online. Sign-up for paperless billing today at [t-mo.co/paperless](https://t-mo.co/paperless)

PLANS

\$297.91

5 VOICE LINES = \$211.33 | 1 CONNECTED DEVICE = \$67.10 | 1 DIGITS = \$1.36 | 1 WEARABLE = \$18.12

This month's charges are \$15.06 more

- You have new plans this month with more benefits and your monthly costs increased as notified on 6/29/26.
- You also now qualify for an AutoPay discount, which has been automatically applied

Your Experience More plan includes:

- Upgrade-ready every two years
- Best-in-wireless scam protection
- 60GB of high-speed mobile hotspot data

Details @ [t-mo.co/Plans](https://t-mo.co/Plans)

EQUIPMENT

\$0.00

This month's charges are the same as last month's

- You can always go to [My.T-Mobile.com/shop](https://My.T-Mobile.com/shop) to check out new device deals and promotions.

The T-Life app lets you easily:

- Pay your bill anytime/anywhere
- Upgrade your phone
- Get 24/7 support

Download the app @ [t-mo.co/App](https://t-mo.co/App)

SERVICES

\$0.00

This month's charges are the same as last month's

- Call, text, and browse in Mexico & Canada. No setup. No roaming charges. Your phone works the moment you arrive.

Data and texting abroad:

- Stay connected and up to date in 215+ countries & destinations around the world with non-stop data and texts

Details @ [t-mo.co/IntRoam](https://t-mo.co/IntRoam)

YOU HAVE

\$80.00

IN TOTAL SAVINGS

With your promotions and discounts, you are saving some extra cash!

Largest.  
Fastest.  
Most Awarded  
5G Network.

YOU ARE COVERED IN

215<sup>+</sup>

countries & destinations  
w/ text and data

T-Mobile is America's most awarded 5G network with the most individual awards for 5G metrics in public reports from independent industry experts. Capable device req'd; coverage not avail. in some areas. Some uses may require certain plan or feature; see [T-Mobile.com](https://T-Mobile.com). Fastest median, overall combined 5G speeds according to analysis by Ookla® of Speedtest Intelligence® data 5G download speeds for Q4 2022.

GERWER-ELLIS 000034

002414 113266





## THIS BILL SUMMARY

|                | Line Type       | Plans    | Equipment | Services | Total    |
|----------------|-----------------|----------|-----------|----------|----------|
| Totals         |                 | \$297.91 | \$0.00    | \$0.00   | \$297.91 |
| Account        |                 | \$120.47 | -         | -        | \$120.47 |
| (562) 221-0581 | Voice           | \$6.12   | -         | -        | \$6.12   |
| (619) 885-4841 | Voice           | \$6.12   | -         | -        | \$6.12   |
| (562) 673-9426 | Voice           | \$36.25  | -         | -        | \$36.25  |
| (562) 206-6109 | Voice           | \$36.25  | -         | -        | \$36.25  |
| (562) 341-3862 | Digits          | \$1.36   | -         | -        | \$1.36   |
| (562) 230-7469 | Wearable        | \$18.12  | -         | -        | \$18.12  |
| (562) 826-4764 | Mobile Internet | \$67.10  | -         | -        | \$67.10  |
| (562) 575-7081 | Voice           | \$6.12   | -         | -        | \$6.12   |

## DETAILED CHARGES

### PLANS \$297.91

#### REGULAR CHARGES Jul 21 - Aug 20 \$257.00

 Charged in advance for bill period Jul 21 - Aug 20. Changes made after Jul 20 will be shown on a future bill.

#### VOICE LINES

|                |                                                                                                                   |          |
|----------------|-------------------------------------------------------------------------------------------------------------------|----------|
| Account        | Experience More with Appreciation Savings<br>Includes \$10.00 AutoPay Discount                                    | \$120.00 |
| (562) 221-0581 | Experience More with Appreciation Savings                                                                         | Included |
| (619) 885-4841 | Experience More with Appreciation Savings                                                                         | Included |
| (562) 673-9426 | Appreciation Savings AAL 3+<br>Includes \$5.00 AutoPay Discount                                                   | \$30.00  |
| (562) 206-6109 | Appreciation Savings AAL 3+<br>Includes \$5.00 AutoPay Discount                                                   | \$30.00  |
| (562) 575-7081 | Appreciation Savings AAL 3+<br>Includes \$5.00 AutoPay Discount and \$30.00 Service Promo with New Line(ID250658) | \$0.00   |

#### CONNECTED DEVICE

|                |                                                                                                                       |         |
|----------------|-----------------------------------------------------------------------------------------------------------------------|---------|
| (562) 826-4764 | Home Internet Advanced Plus<br>Includes \$5.00 AutoPay Discount and \$10.00 Internet Promo with New Service(ID240096) | \$65.00 |
|----------------|-----------------------------------------------------------------------------------------------------------------------|---------|

#### DIGITS

|                |                                                              |        |
|----------------|--------------------------------------------------------------|--------|
| (562) 341-3862 | PROXY by DIGITS<br>Includes \$10.00 Proxy by DIGITS Discount | \$0.00 |
|----------------|--------------------------------------------------------------|--------|

#### WEARABLE

|                |                                                    |         |
|----------------|----------------------------------------------------|---------|
| (562) 230-7469 | Apple Watch (paired)<br>Paired with (562) 221-0581 | \$12.00 |
|----------------|----------------------------------------------------|---------|

#### TAXES & FEES

|                         |         |
|-------------------------|---------|
| T-Mobile fees & charges | \$29.73 |
|-------------------------|---------|

#### YOU SAVED

### TOTAL \$80.00

**AutoPay discounts** \$30.00  
Discounts for enrolling in AutoPay for applicable lines on your account

**Service discounts** \$50.00  
Includes any discounts for your plan, add-ons and one-time credits

#### YOU USED

### 2547.51<sup>GB</sup> of data

#### T-Mobile Internet 2522.68<sup>GB</sup>

(562) 221-0581 11.77<sup>GB</sup>

(562) 206-6109 8.23<sup>GB</sup>

(619) 885-4841 4.52<sup>GB</sup>

(562) 575-7081 0.20<sup>GB</sup>

(562) 230-7469 0.07<sup>GB</sup>

(562) 673-9426 0.04<sup>GB</sup>

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# EXHIBIT E

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USPS Certified Mail Tracking & Return Receipt Green  
Card (Bellevue, WA Legal Dept, July 2026)

9589 0710 5270 3702 4139 46

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Bellevue, WA 98006

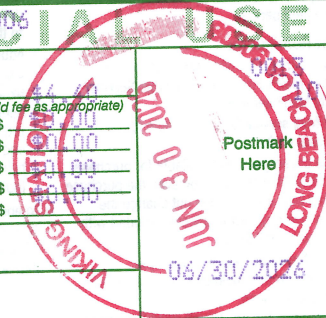
Certified Mail Fee \$5.30  
 \$  
 Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$  
☐ Return Receipt (electronic) \$  
☐ Certified Mail Restricted Delivery \$  
☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$

Postage \$0.78  
 \$

Total Postage and Fees \$10.48  
 \$

Sent To I-Mobility USA Inc - Legal Dept  
 Street and Apt. No., or PO Box No. 12920 SE 38th Street  
 City, State, ZIP+4® Bellevue, WA 98006

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- 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.

1. Article Addressed to:

I-Mobility USA Inc - Legal Dept.  
12920 SE 38th Street  
Bellevue, WA 98006



9590 9402 9847 5266 0789 58

2. Article Number (Transfer from service label)

12 4139 46

PS

PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature DJ ☒ Agent ☐ Addressee

B. Received by (Printed Name) David T. C. Date of Delivery 7/6

D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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# EXHIBIT F

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Written Buyout Offer from Anne McCanna (\$660 value)  
and Claimant's Written Rejection (July 31, 2026)



Alex Gerwer &lt;asg.agn@gmail.com&gt;

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**T-Mobile**

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**McCanna, Anne** <Anne.McCanna9@t-mobile.com>  
To: "asg\_agn@yahoo.com" <asg\_agn@yahoo.com>

Fri, Jul 31, 2026 at 2:42 PM

Hello Alex,

Thank you for taking the time to speak with me today and we sincerely apologize for any concerns regarding the account, rate plan, and billing. We genuinely value your service and the offer we discussed can be accepted within 30 days of today. Additionally, please note that if you receive the upgraded Gateway device, you are more than welcome to return it a local T-Mobile retail store or via shipping within 7 days (there should be a return label in the box) and continue using your existing Gateway device.

Further, because you mentioned legal concerns, our legal team's written correspondence address is listed below. We regret any inconvenience.

T-Mobile Wireless

Legal Department

[12920 SE 38th Street](#)

[Bellevue, WA 98006-1350](#)

Please do not hesitate to contact me directly at 425-403-1238 or reply to this email at your convenience should you have any additional questions or concerns. I am normally available Monday through Friday between 7:00AM and 3:30 PM, PST.

Kind Regards,

**Anne McCanna**

Sr. Specialist, Executive Response

T-Mobile

Direct 425-403-1238 | Email: [Anne.McCanna9@T-Mobile.com](mailto:Anne.McCanna9@T-Mobile.com)

[T-Mobile.com](https://www.t-mobile.com) | Follow T-Mobile on [LinkedIn](#), [TikTok](#) and [Instagram](#)

GERWER-ELLIS 000039

NOTICE: This communication may contain privileged or other confidential information. If you have received it in error, please advise the sender by reply email and immediately delete the message and any attachments without copying or disclosing the contents. To protect sensitive information, the message may be encrypted. If prompted, please follow the steps to safely and securely view this message. Thank you.

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# EXHIBIT G

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T-Mobile "Redeem Netflix on Us" Solicitation and  
Claimant's Formal Written Rejection (September 23–24,  
2026)



Alex Gerwer &lt;asg.agn@gmail.com&gt;

## Redeem your unclaimed Netflix benefit

T-Mobile &lt;donotreply@mktg.t-mobile.com&gt;

Wed, Sep 23, 2026 at 12:07 PM

Reply-To: donotreply@mktg.t-mobile.com

To: asg.agn@gmail.com

Start saving up to \$8.99/mo.



We've got your nights covered

# NETFLIX

*on us*

Save up to \$8.99 every month on streaming

Redeem in T-Life

GERWER-ELLIS 000042

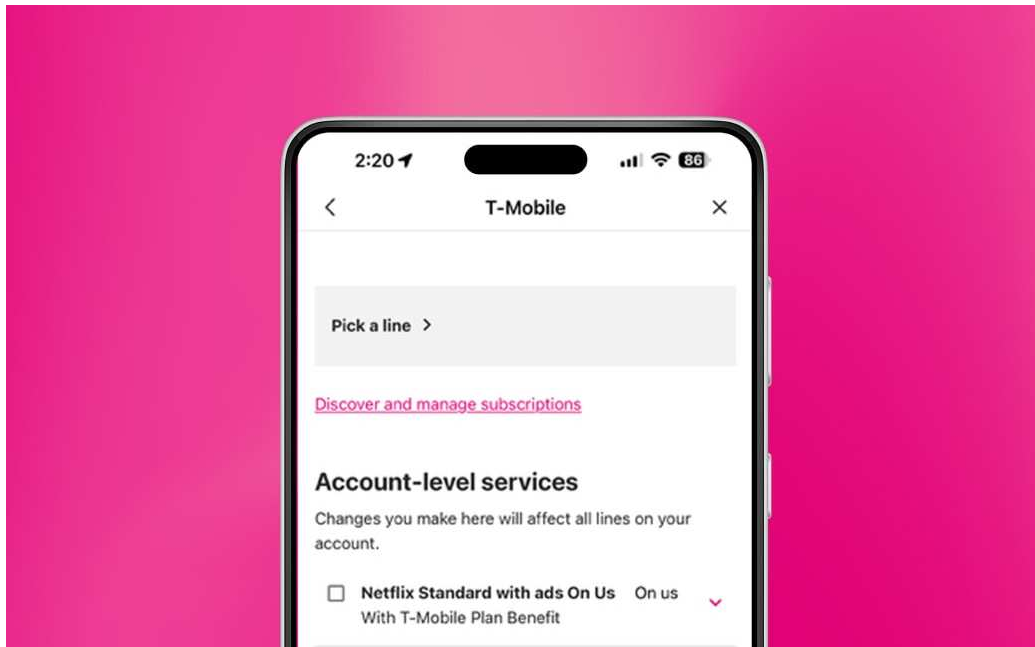
Get Netflix Standard with ads included On Us with your qualifying T-Mobile plan, even if you already have Netflix. Already a Netflix subscriber but want more from your streaming experience? We'll cover \$6.99/month toward an ad-free upgrade.



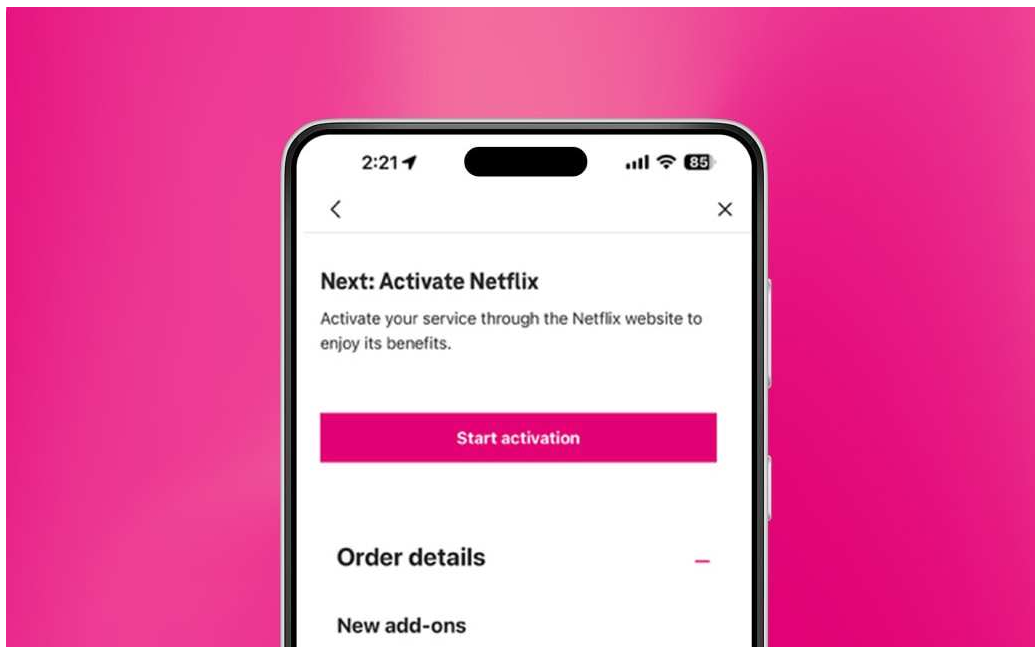
GERWER-ELLIS 000043



## Redeeming is easy:



1 Select your Netflix plan



Activate Netflix to complete setup

2

**Redeem Now**

## Another reason to love T-Life.

With T-Mobile Tuesdays, members get free stuff, savings on favorite brands, and chances to win epic prizes every week—just for being with us.

**Get the T-Life app**

**So many reasons  
it's better over here**

**Find yours >**

Learn about your plan's details with **Broadband Facts**.

Offer subject to change. Receive Netflix Standard with ads while you maintain a qualifying line in good standing. Netflix account, plan availability & compatible device required. Alternative discount toward different Netflix streaming plans may apply. Not redeemable or refundable for cash; cannot be exchanged for Netflix gift subscriptions. Cancel Netflix anytime. Netflix Terms of Use apply: [www.netflix.com/termsfuse](https://www.netflix.com/termsfuse). 1 offer per T-Mobile account; for existing Netflix members it may take 1-2 bill cycles during which time you will continue to be charged separately for any existing Netflix account. If you link an existing Netflix account to this offer, terminating the qualifying line(s) will not automatically cancel your

GERWER-ELLIS 000045

Netflix membership, and Netflix will automatically resume charging your existing payment method that they have on file. Like all plans, features may change or be discontinued at any time; see T-Mobile Terms and Conditions at [T-Mobile.com](https://www.t-mobile.com/terms) for details. Best Mobile Network: Based on analysis by Ookla of Speedtest Intelligence® data 1H 2026. Ookla trademarks used under license and reprinted with permission. **See Terms and Conditions (including arbitration provision)** at [www.T-Mobile.com](https://www.t-mobile.com/terms) for additional information.

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To ensure future delivery of emails, please add [donotreply@mktg.t-mobile.com](mailto:donotreply@mktg.t-mobile.com) to your safe sender list or address book.

This email was sent to [asg.agn@gmail.com](mailto:asg.agn@gmail.com). If you've received this message in error, or if you prefer not to receive future promotional email messages from T-Mobile, please [unsubscribe](#).

T-Mobile USA, Inc., P.O. Box 37380, Albuquerque, NM 87176

T-Mobile respects your privacy. To review our Privacy Policy, [click here](#).

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# EXHIBIT H

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Formal Written Notices of Payment Under Protest and  
Duress served on T-Mobile Leadership (July 30 and  
August 11, 2026)



Alex Gerwer &lt;asg.agn@gmail.com&gt;

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T-Mobile, Alex Gerwer

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Alex Gerwer &lt;asg.agn@gmail.com&gt;

Sat, Sep 5, 2026 at 11:51 AM

Reply-To: asg\_agn@yahoo.com

To: Michelle.Sanchez166@t-mobile.com, "Davis, Daulton" &lt;daulton.davis@t-mobile.com&gt;

Cc: srini.gopalan@t-mobile.com, mike.sievert@t-mobile.com, jon.freier@t-mobile.com, callie.field@t-mobile.com,

Eboni.Thompson64@t-mobile.com, Anne.McCanna9@t-mobile.com, Brisa.Wolfe7@t-mobile.com

Dear T-Mobile Executive Leadership, Corporate Counsel, and Executive Response,

I am writing to formally inform you of my position regarding the September, 2026 AutoPay payment of \$297.91 which will be paid from my checking account next week.

As was the case for my August, 2026 AutoPay payment of \$297.91, this payment is being made **UNDER PROTEST AND DURESS**. My account has not been restored to its original legacy rate plans or grandfathered terms, despite my explicit rejection of T-Mobile's buyout offers, my formal Notices of Dispute, and ongoing investigations by the FCC (Ticket No. 8831854), the CPUC (File No. 739966), and my engagement with national media and class-action counsel.

Please ensure this payment is documented internally as involuntary and made solely to prevent the improper disconnection of telecommunications services, and **does NOT constitute acceptance, ratification, or waiver** of any of my claims against T-Mobile.

My demand for Specific Performance—the restoration of my original Simple Choice voice and 5G Home Internet plans, including the Mesh Wi-Fi Extender hardware—remains unchanged.

Sincerely,  
Alex Gerwer  
(619) 885-4841

On Thu, Sep 3, 2026 at 5:56 PM Alex Gerwer <asg.agn@gmail.com> wrote:

Dear T-Mobile Executive Leadership, Corporate Counsel, and Executive Response,

Please be advised that on September 3, 2026, the **California Public Utilities Commission (CPUC) Consumer Affairs Branch formally issued an order REOPENING its investigation into T-Mobile West LLC under File No. 739966**, per the attached.

The CPUC has rejected your premature attempt to claim this matter was "resolved," has initiated the formal appeal process, and **has officially demanded additional information directly from T-Mobile** regarding your compliance with CPUC Rules and Regulations.

T-Mobile's attempt to mislead state regulators by claiming you were "working towards a resolution"—while concealing my written rejection of your \$660 buyout and refusing to restore my grandfathered contract—has failed.

T-Mobile is now back under an active, formal 30-day state investigation in California, running parallel to open **FCC Ticket No. 8831854** and **Sam's Club Corporate Case # 260729-008950**.

My demand remains non-negotiable: Specific Performance, the complete restoration of my legacy rate codes and hardware, and a class-wide rollback of these unauthorized price hikes.

Sincerely,

GERWER-ELLIS 000048

Alex Gerwer  
(619) 885-4841

On Wed, Aug 19, 2026 at 12:18 PM Alex Gerwer <[asg.agn@gmail.com](mailto:asg.agn@gmail.com)> wrote:

Dear T-Mobile Executive Leadership and Legal Team,

On June 30, 2026, I served T-Mobile's Legal Department in Bellevue, WA with a formal **Notice of Dispute** via Certified Mail (Return Receipt confirmed), detailing T-Mobile's breach of my 2015 "Un-contract" lifetime guarantee and my 2024 manual Headquarters "Forever" price lock.

Under T-Mobile's Terms and Conditions, the 60-day cure period mandated prior to initiating formal arbitration expires next week, on **August 29, 2026**.

To date, T-Mobile has explicitly refused to cure the breach. Your Executive Response team offered a private \$660 financial buyout (which I formally rejected on a recorded line and in writing), and your formal FCC response (Ticket No. 8831854) contained self-admitted contractual contradictions.

Please be advised that upon the expiration of the 60-day cure period next week, **I will formally file my Demand for Arbitration with the American Arbitration Association (AAA)**.

To be absolutely clear on my legal posture: **my AAA demand will seek individual injunctive relief and Specific Performance**—specifically, an equitable order compelling T-Mobile to permanently restore my legacy rate codes and original hardware configurations.

Because T-Mobile's Terms and Conditions expressly authorize an arbitrator to award individual injunctive relief, and because California Small Claims courts lack the equitable jurisdiction to issue such injunctions or orders of Specific Performance, T-Mobile will be legally unable to exercise its right to elect Small Claims court to evade this arbitration.

This filing will lock this dispute firmly within the AAA forum. Under AAA Consumer Arbitration Rules, my financial obligation is capped at the \$225 filing fee. **T-Mobile will immediately become responsible for thousands of dollars in non-refundable AAA administrative and arbitrator fees** simply to open the docket, regardless of the outcome.

If my account is not fully restored to its original legacy rates and hardware configurations by **Friday, August 28, 2026**, my next communication will be routed through the AAA portal, alongside my ongoing cooperation with the CPUC (File No. 739966) and national trade press.

Sincerely,

Alex Gerwer  
(619) 885-4841

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On Wed, Aug 12, 2026 at 11:34 AM Alex Gerwer <[asg.agn@gmail.com](mailto:asg.agn@gmail.com)> wrote:

Dear Ms. Sanchez, Mr. Davis, and T-Mobile Executive Leadership,

I am in receipt of Ms. Sanchez's email from 10:32 AM yesterday, August 11, 2026, and the attached 3-page formal response submitted electronically to the Federal Communications Commission (FCC) by Mr. Daulton Davis regarding **Ticket No. 8831854 (Account #948222003)**.

While you state this submission is for "full transparency," Mr. Davis's formal filing contains self-contradictory admissions that officially establish T-Mobile's breach of contract on the federal record:

**1. Self-Admitted Breach of Home Internet Price Lock**

On Page 2, Paragraph 4, Mr. Davis explicitly defines T-Mobile's binding Price Lock guarantee to the

federal government:

*"as long as you don't change the plan, we will not change the price."*

In the very next paragraph (Page 2, Paragraph 5), Mr. Davis admits that I changed my plan to **Home Internet Plus** on **July 9, 2024**.

From July 9, 2024, through July 17, 2026, **I never changed my plan**. On July 17, 2026, *T-Mobile* unilaterally changed my plan and raised my rates. By Mr. Davis's own written definition submitted to the FCC, T-Mobile committed a direct breach of its Price Lock guarantee the moment it forced a rate hike on an account where the subscriber did not initiate a plan change.

## 2. Admission of Deceptive Advertising on "Un-contract" Voice Lines

On Pages 1–2, Mr. Davis attempts to justify a \$6.00/line rate increase on my Simple Choice voice lines by asserting that unlimited 4G/5G LTE plans were *"only guaranteed for a minimum of two years."*

This fine-print tier distinction constitutes a per se violation of **California Business & Professions Code § 17500 (False Advertising Law)**. T-Mobile's nationwide "Un-contract" advertising campaigns induced millions of consumers to switch based on prominent, unqualified corporate promises that *"we won't raise your rates as long as you're a T-Mobile customer."* T-Mobile cannot retroactively rely on buried disclaimers to invalidate an express lifetime commitment.

## 3. Formal Federal Confirmation of Rejected Buyout

Finally, I acknowledge Page 3 of Mr. Davis's filing, wherein T-Mobile officially confirms to the FCC that on July 31, 2026, your office offered me an account credit and recurring monthly discounts, which **I explicitly declined**.

As Mr. Davis's filing makes clear, T-Mobile has formally refused to cure these contract breaches. Therefore, I have submitted a formal rebuttal to the FCC requiring Ticket No. 8831854 to remain **OPEN**, and I have forwarded Mr. Davis's admissions to my class-action counsel (*Oddo v. T-Mobile*), the California Public Utilities Commission (File No. 739966), and national press outlets.

My demand remains non-negotiable: Specific Performance, full restoration of my original rates (\$100 base voice / \$50 flat internet), restoration of my Mesh Wi-Fi Extender hardware, and a class-wide rollback of these unauthorized price hikes.

Sincerely,  
Alex Gerwer  
(619) 885-4841

On Sat, Aug 1, 2026 at 1:07 AM Alex Gerwer <[asg.akn@gmail.com](mailto:asg.akn@gmail.com)> wrote:

Dear T-Mobile Executive Leadership, Corporate Counsel, and Executive Response,

I am writing to formally respond to the written correspondence that I received on July 31, 2026 from Anne McCanna in Executive Response (attached) following my recorded telephone conversation with her.

Please accept this email as my formal, written **REJECTION** of the settlement buyout package discussed on our call and confirmed in Ms. McCanna's email today (which offers a 30-day window to accept a \$420 lump-sum credit plus a \$20/month recurring credit).

I am explicitly instructing T-Mobile's billing department **NOT to apply these rejected credits to my account** in an attempt to manufacture a "resolution." I will not accept a financial buyout that fails to cure the underlying, systemic breach of my 2015 "Un-contract" lifetime guarantee and

my 2024 manual Headquarters override.

Furthermore, per Ms. McCanna's written confirmation that my current hardware remains fully operational and supported on your network, I formally **REJECT** the gateway device upgrade. Do not ship an upgraded gateway to my address, as my account's hardware configuration must remain unchanged.

Ms. McCanna stated on our call that she "could not" restore my legacy plans and refused my request to speak with an executive who has the authority to do so. Therefore, I am serving this written rejection directly on executive leadership.

I am aware that T-Mobile's Legal Department is actively communicating with customers, claiming that fine-print "website disclosures" from 2017 override T-Mobile's public "Un-contract" press releases and executive promises. Under **California Business & Professions Code § 17500 (False Advertising Law)**, buried website disclosures cannot legally supersede prominent, public corporate marketing used to induce consumer enrollment.

My demand remains non-negotiable: I require Specific Performance, the restoration of my exact legacy rates (\$100 base voice / \$50 flat internet), the preservation of my included Mesh Wi-Fi Extender hardware, and a company-wide rollback of these unauthorized price hikes.

Sincerely,  
Alex Gerwer  
(619) 885-4841

On Thu, Jul 30, 2026 at 2:47 AM Alex Gerwer <asg.akn@gmail.com> wrote:

Dear T-Mobile Executive Leadership & Legal Team,

I am in receipt of the physical paper statement for my July 20, 2026 bill (for Account #948222003; attached) reflecting a total due of \$297.91, which includes an unauthorized **\$15.06 monthly increase** resulting from your forced plan migration.

Please be advised that the upcoming **AutoPay withdrawal scheduled for August 11, 2026 (\$297.91)** will occur strictly **UNDER PROTEST AND UNDER DURESS**.

I am allowing this electronic payment to proceed solely to prevent the improper disconnection of essential telecommunications services for my family while formal federal, state, and B2B investigations remain active.

**Please take formal legal notice that this payment:**

1. Does **NOT** constitute consent, ratification, or acceptance of the forced plan migrations.
2. Does **NOT** waive any rights, remedies, or claims under California law (including BPC §§ 17200 & 17500 and Civil Code § 3345).
3. Does **NOT** settle or resolve active proceedings with the **FCC (Ticket No. 8831854)**, the **CPUC (File No. 739966)**, or **Sam's Club Home Office (Ref # 260729-008950)**.

I reassert my demand for Specific Performance and a class-wide rollback of these unauthorized rate hikes.

Sincerely,  
Alex Gerwer  
(619) 885-4841

On Wed, Jul 29, 2026 at 5:06 PM Alex Gerwer <asg.akn@gmail.com> wrote:

Dear Mr. Gopalan, Ms. Field, and Ms. Thompson,

Please see the email below from **Sam's Club Home Office Executive Escalations (Ref # 260729-008950)** regarding T-Mobile's deceptive sales practices at their retail kiosks.

As Sam's Club Home Office has noted, they have already reached out to T-Mobile regarding my account.

As you are aware, my contract was initiated at a Sam's Club kiosk in June 2024, where your representative (Jorge) called T-Mobile Headquarters to explicitly authorize a manual "soft-code" override for a lifetime rate lock. T-Mobile's decision to break this in-store promise on my July 20th bill is now being tracked directly by Sam's Club corporate leadership, alongside active investigations by the **FCC (Ticket 8831854)** and the **CPUC (File 739966)**.

I have requested that Sam's Club keep their executive case open until T-Mobile confirms to their Home Office that my account has been restored to its original, grandfathered terms.

I urge T-Mobile's leadership to resolve this systemic breach before it further impacts your retail partner relationships.

Sincerely,

Alex Gerwer  
(619) 885-4841

On Wed, Jul 29, 2026 at 12:49 PM Alex Gerwer <[asg.akn@gmail.com](mailto:asg.akn@gmail.com)> wrote:

Dear T-Mobile Executive Leadership & Legal Team,

This morning, July 29, 2026, T-Mobile sent me an automated communication (attached) offering a "Free Gateway Upgrade." The email explicitly states that this hardware is being provided *"As part of your new rate plan."*

**I am writing to formally and explicitly REJECT this offer.** Do not ship this gateway to my home, and do not alter my current hardware configuration.

I recognize this offer exactly for what it is: a transparent legal tactic to manufacture "constructive acceptance" of a forced, illegal plan migration. By attempting to bribe customers with "free" hardware tied to the "new rate plan," T-Mobile is attempting to trick consumers into legally ratifying a breach of contract.

As I have repeatedly stated in my formal Notices of Dispute, my FCC Complaint (Ticket No. 8831854), and my CPUC Investigation File (No. 739966): **I do not accept the new rate plan.**

I am demanding Specific Performance of the contracts T-Mobile explicitly negotiated with me. This includes:

1. The 2015 "Un-contract" lifetime guarantee on my voice lines.
2. The June 2024 "Forever" manual Headquarters override on my 5G Home Internet line.
3. The preservation of my original, contractually guaranteed hardware, specifically my Mesh Wi-Fi Extender.

I have forwarded this highly deceptive "hardware upgrade" email to my class-action counsel (Nagel Rice, LLP), the CPUC investigators, and the national press as further evidence of T-Mobile's bad-faith execution of this scheme.

My demand for a class-wide rollback stands. I will not accept any private settlement, individual billing credit, or hardware bribe.

Sincerely,  
Alex Gerwer  
(619) 885-4841

On Wed, Jul 29, 2026 at 12:43 AM Alex Gerwer <asg.akn@gmail.com> wrote:

Dear T-Mobile Executive Leadership & Legal Team,

I am writing to provide a formal supplement to the Notice of Dispute and class-wide demands I served on T-Mobile yesterday.

Please find attached the official notice I received today from the **California Public Utilities Commission (CPUC) Consumer Affairs Branch, under File No. 739966**.

As you will see in the attached order, the State of California has formally initiated an investigation into T-Mobile West LLC regarding my account and has ordered your regulatory compliance team to specifically address my concerns.

T-Mobile is now under simultaneous state and federal mandates to defend its forced plan migrations.

My position remains unchanged: I will reject any individual billing credit or quiet "side deal." I am demanding a complete, class-wide rollback of these forced migrations for all affected legacy customers.

Sincerely,

Alex Gerwer  
(619) 885-4841

On Tue, Jul 28, 2026 at 11:16 AM Alex Gerwer <asg.akn@gmail.com> wrote:

Dear T-Mobile Executive Leadership & Legal Team,

I have reviewed your generic, boilerplate response to my FCC Complaint (Ticket No. 8831854) [5]. Submitting a form letter about "15-year-old 3G plans" [5] that completely ignores my **2015 "Un-contract" voice line guarantees** [2], my **2024 manual Headquarters "soft-code" override** [3], and the forced removal of my physical Mesh Wi-Fi Extender [4] is a demonstration of profound bad faith.

I am officially putting T-Mobile on notice that **I will not accept any private settlement, hush-money credit, or individual account exemption that does not extend to all similarly situated legacy customers.**

T-Mobile induced millions of consumers—and specifically targeted California senior citizens—with explicit written promises of *"WE WON'T RAISE YOUR RATE. EVER."* and the landmark 2015 *"Un-contract"* guarantee [2]. Unilaterally breaking these promises constitutes a systemic, illegal "bait-and-switch" under **California Business & Professions Code §§ 17200 & 17500**.

**My non-negotiable demand for resolving my regulatory complaints is systemic:**

1. A complete, company-wide rollback of the forced July 2026 plan migrations for all legacy "Un-contract" (pre-2022) and "Price Lock" (post-2022) voice and internet subscribers.
2. The full restoration of all original contract rates (\$100 base voice plan [1] and

\$50 flat internet plan [3]) and all included hardware features (including Mesh Extenders) for all impacted customers nationwide.

I have filed a formal supplemental rebuttal with the FCC requiring them to keep this investigation open. Until T-Mobile provides a binding commitment to restore these legacy guarantees class-wide, I will continue to serve as a primary source for ongoing national news coverage, provide documentation to state and federal regulators, and pursue class-wide injunctive relief through the courts.

Sincerely,  
Alex Gerwer  
(619) 885-4841

**Note:** [1] - [5] refer to the same attachments as can be found in the attached copy of my supplemental rebuttal to the FCC.

**Media Links:**

T-Mobile FCC complaint: Why customers say the carrier broke its price lock promise? Explained | Hindustan Times

<https://www.hindustantimes.com/world-news/us-news/tmobile-fcc-complaint-why-customers-say-the-carrier-broke-its-price-lock-promise-explained-101784414322804.html>

T-Mobile's 5G 'refresh' triggers customer backlash

<https://www.fierce-network.com/wireless/t-mobiles-5g-plan-refresh-triggers-customer-backlash>

T-Mobile Sends Hollow Replies to Users' FCC Complaints

<https://www.androidheadlines.com/2026/07/tmobile-empty-fcc-response-customer-complaint.html>

T-Mobile Abandoned Written Rate Promises for Millions: What Customers Can Do

<https://www.techtimes.com/articles/320685/20260716/t-mobile-abandoned-written-rate-promises-millions-what-customers-can-do.htm>

T-Mobile has had enough of customers bickering to the FCC - PhoneArena

[https://www.phonearena.com/news/t-mobile-price-lock-legacy-plans-fcc-response\\_id181955](https://www.phonearena.com/news/t-mobile-price-lock-legacy-plans-fcc-response_id181955)

T-Mobile Is Forcing Legacy Plans to Upgrade, and Customers Are Pushing Back - CNET

<https://www.cnet.com/tech/mobile/t-mobile-customers-on-old-plans-are-being-pushed-to-new-ones-starting-this-week/>

FCC Demands Answers From T-Mobile Over Price Lock Commitments as Forced Plan Changes Continue

<https://www.wirelessdealergroup.com/post/fcc-demands-answers-from-t-mobile-over-price-lock-commitments-as-forced-plan-changes-continue>

T-Mobile could end up in the FCC's crosshairs over recent price hikes

<https://www.androidpolice.com/t-mobile-might-feel-the-burn/>

The FCC is getting involved with T-Mobile's forced plan migrations - Android Authority

<https://www.androidauthority.com/t-mobile-plan-migrations-fcc-3687945/>

T-Mobile has had enough of customers bickering to the FCC

<https://www.msn.com/en-us/news/technology/t-mobile-wants-the-fcc-price-lock-complaint-closed/ar-AA28aHVw>

The FCC Is Now Looking Into T-Mobile's Controversial Price Hikes

<https://www.androidheadlines.com/2026/07/the-fcc-is-now-looking-into-t-mobiles-controversial-price-hikes.html>

T-Mobile could end up in the FCC's crosshairs over recent price hikes

<https://tech.yahoo.com/phones/articles/t-mobile-could-end-fccs-225247785.html>

GERWER-ELLIS 000054

Any best T-Mobile plans - Paying \$130 for four lines currently : r/tmobile

[https://www.reddit.com/r/tmobile/comments/1ux3pz6/any\\_best\\_tmobile\\_plans\\_paying\\_130\\_for\\_four\\_lines/](https://www.reddit.com/r/tmobile/comments/1ux3pz6/any_best_tmobile_plans_paying_130_for_four_lines/)

T-Mobile Hits Record NPS of 46 in Q2 2026 Earnings Beat as Rate-Hike Churn Looms

<https://www.techtimes.com/articles/321421/20260723/t-mobile-hits-record-nps-46-q2-2026-earnings-beat-rate-hike-churn-looms.htm>

FCC demands answers from T-Mobile for violating customer commitments - PhoneArena

[https://www.phonearena.com/news/t-mobile-plan-migration\\_id181869](https://www.phonearena.com/news/t-mobile-plan-migration_id181869)

FCC intervenes in T-Mobile's forced migration plan - 0x News

[https://0xzx.com/en/2026071614136373229.html?\\_\\_cf\\_chl\\_rt\\_tk=elSSrBfF9ATO4UzVeqtuVmx2HQ3JPJaGJ0hOYxTi2fl-1784880635-1.0.1.1-.BMuUhyn0cHrsiqq4FMwTx43Cnujulb4Y7ev4STIMgg](https://0xzx.com/en/2026071614136373229.html?__cf_chl_rt_tk=elSSrBfF9ATO4UzVeqtuVmx2HQ3JPJaGJ0hOYxTi2fl-1784880635-1.0.1.1-.BMuUhyn0cHrsiqq4FMwTx43Cnujulb4Y7ev4STIMgg)

On Sun, Jul 26, 2026 at 3:44 AM Alex Gerwer <[asg.akn@gmail.com](mailto:asg.akn@gmail.com)> wrote:

Dear Mr. Gopalan, Mr. Freier, Ms. Field, and Mr. Sievert,

Please see the attached formal complaints that I have submitted today to the executive merchandising teams and CEOs of both Costco Wholesale and Sam's Club.

As detailed in the attached correspondence, I am escalating a serious issue regarding deceptive sales practices being conducted by T-Mobile representatives operating inside your partner warehouse clubs. When I signed up for T-Mobile internet at the Sam's Club retail kiosk in 2024, I was promised specific ongoing financial perks and a "Price Lock" guarantee. I was also promised a separate "Price Lock" guarantee when I signed up for cell phone services directly with T-Mobile back in 2015. These promises/contractual obligations were a critical reason for my enrollment both originally for phone services and later for home internet services, and I agreed to do business with T-Mobile because of my implicit trust of T-Mobile and the warehouse clubs' vetting of their vendors.

Unfortunately, T-Mobile has completely shattered my trust by failing to honor the financial perks promised to me and its written "Price Lock" guarantee commitment—an issue that is already drawing widespread scrutiny from the FCC.

I have formally requested that the respective Chief Merchandising Officers and executive teams of both Costco and Sam's Club investigate T-Mobile's business practices and re-evaluate their vendor partnership with T-Mobile accordingly in order to protect their members from further harm.

I am forwarding this to your offices to offer T-Mobile the opportunity to rectify this situation before this matter requires further intervention from your retail partners. I expect my account to be corrected immediately, and that all financial perks and rate terms to which I agreed be fully honored and applied.

I look forward to your prompt response and a swift resolution to this matter. With all due respect, I would suggest that this matter is of sufficient urgency and importance for one of you to respond directly to me rather than to delegate your response to one of your "executive escalations" staff. Afterall, you were the ones who signed off on these practices, not any of the members of your "executive escalations" staff and you receive compensation packages of a size that demands that you take ownership of the decisions that you make, execute those decisions responsibly, and correct those decisions as needed, especially when it pertains to matters of compliance. That is why I am a big believer in direct accountability (in addition to transparency and honesty) for executive leaders. I firmly believe that your board should demand that level of accountability of you as well.

Sincerely,

Alex Gerwer

(619)885-4841

GERWER-ELLIS 000055



Deceptive Vendor Practices at Costco - T-Mobile ...



Deceptive Vendor Practices at Sam's Club - T-Mo...

----- Forwarded message -----

From: **Alex Gerwer** <[asg.akn@gmail.com](mailto:asg.akn@gmail.com)>

Date: Fri, Jul 24, 2026 at 12:31 PM

Subject: Re: T-Mobile, Alex Gerwer

To: Thompson, Eboni <[Eboni.Thompson64@t-mobile.com](mailto:Eboni.Thompson64@t-mobile.com)>

Dear T-Mobile Executive Response &amp; Legal Team,

I have reviewed your generic, boilerplate response to my FCC Complaint (Ticket No. 8831854). I did not receive it directly, but I found it at: [https://www.google.com/url?sa=E&q=https%3A%2F%2Fwww.reddit.com%2Fr%2Ftmobile%2Fcomments%2F1uzfeqr%2Ftmobile\\_reply\\_to\\_fcc\\_complaint\\_moderators\\_deleted%2F](https://www.google.com/url?sa=E&q=https%3A%2F%2Fwww.reddit.com%2Fr%2Ftmobile%2Fcomments%2F1uzfeqr%2Ftmobile_reply_to_fcc_complaint_moderators_deleted%2F).

Submitting a form letter about "15-year-old 3G plans" that completely ignores my 2024 manual Headquarters "soft-code" override, the "EVER" marketing flyer, and the removal of my physical Mesh Wi-Fi Extender is a demonstration of profound bad faith.

I am aware that corporate protocol in these matters often involves offering an individual "one-time credit" or account-level exception to quiet vocal complainants once a generic defense fails. **I am officially putting T-Mobile on notice that I will not accept any private settlement, hush-money credit, or individual exemption that does not extend to all similarly situated legacy Price Lock customers.**

T-Mobile induced millions of consumers—and specifically targeted California senior citizens—with explicit written promises. Unilaterally breaking these promises constitutes a systemic, illegal "bait-and-switch" under **California Business & Professions Code §§ 17200 & 17500**.

**My non-negotiable demand for resolving my regulatory complaints is systemic:**

1. A complete, company-wide rollback of the forced July 2026 plan migrations for all legacy "Price Lock" and "Un-contract" subscribers.
2. The full restoration of all original plan rates and included hardware features for all impacted customers nationwide.

I have filed a formal rebuttal with the FCC requiring them to keep this investigation open due to your failure to address the manual contract override (attached). Until T-Mobile provides a binding commitment to restore these legacy guarantees class-wide, I will continue to serve as a primary source for ongoing national news coverage, provide documentation to state and federal regulators, and pursue class-wide injunctive relief through the courts.

Sincerely,

Alex Gerwer  
(619) 885-4841

**REFERENCE: Some of the Current National Media & Regulatory Coverage**

- **CNET:** *T-Mobile Is Forcing Legacy Plans to Upgrade, and Customers Are Pushing Back* (<https://www.cnet.com/tech/mobile/t-mobile-customers-on-old-plans-are-being-pushed-to-new-ones-starting-this-week/>)
- **Fierce Network:** *T-Mobile's 5G 'refresh' triggers customer backlash* (<https://www.fierce-network.com/wireless/t-mobiles-5g-plan-refresh-triggers-customer-backlash>)
- **Android Authority:** *The FCC is getting involved with T-Mobile's forced plan migrations* (<https://www.androidauthority.com/t-mobile-plan-migrations-fcc-3687945/>)
- **TechTimes:** *T-Mobile Abandoned Written Rate Promises for Millions* (<https://www.techtimes.com/articles/320685/20260716/t-mobile-abandoned-written-rate-promises-millions-what-customers-can-do.htm>)
- **PhoneArena:** *FCC demands answers from T-Mobile for violating customer commitments* ([https://www.phonearena.com/news/t-mobile-plan-migration\\_id181869](https://www.phonearena.com/news/t-mobile-plan-migration_id181869))

On Tue, Jun 30, 2026 at 1:27 PM Alex Gerwer <[asg.agn@gmail.com](mailto:asg.agn@gmail.com)> wrote:

Eboni,

I am writing to provide you with a courtesy copy of the **Formal Notice of Dispute** that I have sent today via Certified Mail to T-Mobile's Legal Department in Bellevue, WA.

As previously discussed, T-Mobile is attempting to unilaterally break a "Forever" rate guarantee that was manually authorized by your Headquarters in June 2024. This is not merely a "plan update"; it is a breach of a negotiated contract.

Please note that as a California senior citizen, I have engaged the protections afforded to me under **California Civil Code § 3345**, which allows for treble damages in cases of deceptive practices against seniors. I am also filing a copy of this dispute with the **California Attorney General's Office** and the **CPUC**.

I remain open to an amicable resolution that involves "grandfathering" my account into its current legacy status indefinitely, as promised. However, I will no longer be negotiating with "Executive Response" regarding "standard policies" that do not apply to my specific, override-authorized account.

I expect a response from T-Mobile's legal representatives or a resolution on my account within 30 days.

Regards,

Alex Gerwer  
(619) 885-4841

On Wed, Feb 11, 2026 at 4:05 PM Alex Gerwer <[asg.agn@gmail.com](mailto:asg.agn@gmail.com)> wrote:

Eboni,

I am in receipt of your final denial. I formally object to T-Mobile's decision to

GERWER-ELLIS 000057

dishonor the specific "forever" price lock agreement that was authorized by your headquarters via "soft code" override in June 2024.

By refusing to honor the terms that induced me to sign up—specifically the "We Won't Raise Your Rate. Ever." mailer and the subsequent agent confirmation—T-Mobile is engaging in a "bait-and-switch" tactic prohibited under **California Business & Professions Code § 17500**. You are attempting to enforce a "standard policy" on an account that was explicitly negotiated as an exception due to T-Mobile's earlier inability to provide service.

Since we have reached an impasse, I am taking the following steps immediately:

1. **FCC Complaint:** I am filing a formal complaint with the **Federal Communications Commission (FCC)** regarding "Billing" and "Deceptive Advertising." T-Mobile will be required to respond to the FCC regarding this failure to honor the advertised and agreed-upon terms.
2. **California Attorney General:** I am submitting a consumer complaint to the **California Department of Justice**, specifically citing the violation of the False Advertising Law and the Unfair Competition Law.
3. **Notice of Dispute:** I am mailing the formal **Notice of Dispute** to your Legal Department in Bellevue, WA, as a precursor to arbitration or Small Claims Court, seeking specific performance of the "Forever" rate lock.

I had hoped to resolve this amicably through your office, but your refusal to acknowledge the manual override applied to my account leaves me no choice.

Sincerely,

Alex Gerwer

(619)885-4841

On Wed, Feb 11, 2026 at 2:54 PM Thompson, Eboni <[Eboni.Thompson64@t-mobile.com](mailto:Eboni.Thompson64@t-mobile.com)> wrote:

Hi Alex,

I took a close look at your request regarding the Price Lock Guarantee.

After reviewing your account and our Price Lock Guarantee qualifications, we're not able to move forward with your request based on what your account qualifies for. We definitely appreciate your business and your feedback.

T-Mobile's position remains the same at this time, I understand this may not be the update you were hoping for and am happy to answer any other questions you may have.

Besr regards,

**Eboni Thompson ( she/her)**

Sr. Specialist, Executive Response

T-Mobile

Direct [425.403.1309](tel:425.403.1309) | Email: [Eboni.Thompson64@T-mobile.com](mailto:Eboni.Thompson64@T-mobile.com)

[T-Mobile.com](https://www.t-mobile.com) | Follow T-Mobile on [LinkedIn](#), [TikTok](#) and [Instagram](#)

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**From:** 4afeafc7-8866-4452-8b45-db8b9dafef1d <[asg.akn@gmail.com](mailto:asg.akn@gmail.com)>

**Sent:** Wednesday, February 11, 2026 12:30 AM

**To:** Thompson, Eboni <[Eboni.Thompson64@T-Mobile.com](mailto:Eboni.Thompson64@T-Mobile.com)>

**Subject:** Re: T-Mobile, Alex Gerwer

[External]

Eboni,

I am writing to formally reject your classification of my account under the "Last Month Price Lock Guarantee."

While I understand that T-Mobile changed its standard terms for the general public on January 18, 2024, my account was established under a **specific, negotiated agreement** that supersedes those standard dates. Applying the "Last Month" policy to my account is a breach of the express oral and written contract formed at the time of my activation.

**The Facts of My Contract:**

1. **The Offer:** T-Mobile sent a mailer to my home (Attachment 1) stating: "**WE WON'T RAISE YOUR INTERNET RATE. EVER.**" It did not say "We won't raise it until January 18, 2024." It said "EVER."
2. **The "Bait and Switch" Delay:** I attempted to accept this offer immediately but was told service was unavailable. I relied on T-Mobile's promise and waited for expansion rather than signing a contract with a competitor. Under California Civil Code, T-Mobile cannot advertise a "Forever" rate, deny me the ability to sign up, and then switch me to a variable-rate plan once the infrastructure is finally ready.

GERWER-ELLIS 000059

3. **The Authorized Override (The "Soft Code"):** Because of this delay, when I activated in June 2024, the Sam's Club representative (Jorge) called T-Mobile Headquarters directly. The HQ representative acknowledged the situation and explicitly authorized a **"soft code"** to match the original \$50 promotional price and terms.

- **Critical Point:** If I were simply subject to the standard "Last Month Guarantee" policy you described below, no call to HQ and no "soft code" would have been necessary. The fact that a manual override was required proves that T-Mobile intended to honor the **Original Price Lock** terms to cure the unavailability issue.

**Legal Violation:**

The "Last Month Price Lock Guarantee" you described is **not a price lock**. It is a reimbursement policy for a price increase. To apply this policy to a customer holding a flyer that says "WE WON'T RAISE YOUR RATE. EVER." constitutes a deceptive trade practice under **California Business & Professions Code § 17500**. You are effectively telling me that T-Mobile *can* raise my rate, which is the exact opposite of the advertisement that induced me to sign up.

**Resolution Required:**

I am not asking for the standard policy applicable to new customers. I am demanding **Specific Performance** of the agreement made by your HQ representative in June 2024: that my account be classified under the **Original Price Lock Guarantee** (fixed rate, no increases), consistent with the "soft code" applied to my line.

Please confirm by [Day of week] that my account has been notated to reflect the **Original Price Lock** terms. If T-Mobile persists in claiming my rate is subject to increase, I will file a formal **Notice of Dispute** regarding this "Bait-and-Switch" tactic and submit complaints to the **FCC** and the **California Attorney General's Office** detailing this deceptive advertising practice.

Sincerely,

Alex Gerwer

(619)885-4841

On Tue, Feb 10, 2026 at 2:37 PM Thompson, Eboni <[Eboni.Thompson64@t-mobile.com](mailto:Eboni.Thompson64@t-mobile.com)> wrote:

Hi Alex,

Thank you so much for contacting us and giving us the opportunity to help. I truly understand that when it comes to your rate plan and price guarantees, you deserve transparency and peace of mind. We appreciate your trust in T-Mobile, and your questions are always important to us.

For accounts activated between April 28, 2022, and January 17, 2024, customers who signed up for qualifying fixed wireless Internet plans (including Lite plans) received our *Original Price Lock Guarantee*. This means your regular monthly rate plan price for new lines of fixed wireless internet data was locked in, offering stability and predictability. Certain items, like taxes and fees, special limited-time promotions, per-use charges, third-party services, devices, and network management practices are not included in this guarantee.

As your activation occurred after January 17, 2024, you are eligible for our *Last Month Price Lock Guarantee*. If you're a 5G Internet or Fiber customer who activated or

switched to an eligible plan between January 18, 2024 and December 10, 2024 (for 5G Internet) or January 20, 2025 (for Fiber), your regular monthly plan price will remain the same. If we ever have to make a price change and it doesn't work for you, simply let us know within 60 days, and we'll take care of the cost of your final month's recurring service charges. Please know, like the previous policy, taxes and fees, select limited-time promotions (such as free lines), per-use charges, third-party services, discounts, and device/network management practices are excluded.

We know how much it means to feel secure about your plan, and we want you to have complete confidence that you're receiving the best support and value possible. Your satisfaction is always our top priority.

If you have any more questions or need additional assistance, please don't hesitate to let us know. We're here, and we're always happy to help.

Best regards,

**Eboni Thompson ( she/her)**

Sr. Specialist, Executive Response

T-Mobile

Direct 425.403.1309 | Email: [Eboni.Thompson64@T-mobile.com](mailto:Eboni.Thompson64@T-mobile.com)

[T-Mobile.com](https://www.t-mobile.com) | Follow T-Mobile on [LinkedIn](#), [TikTok](#) and [Instagram](#)

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**From:** 4afeafc7-8866-4452-8b45-db8b9dafef1d <[asg.agn@gmail.com](mailto:asg.agn@gmail.com)>

**Sent:** Monday, February 9, 2026 7:15 PM

**To:** Thompson, Eboni

**Subject:** Re: T-Mobile, Alex Gerwer

[External]

Eboni,

Thank you for this clarification. I appreciate you confirming that because I activated my service on **June 4, 2024**, I am covered under the **Price Lock** guarantee.

Based on your email, I would like to confirm two critical points for my records to ensure there is no further confusion:

- 1. Protection from Increases:** You stated that Price Lock (for accounts after April 2022) is designed to allow customers to maintain their rate "for as long as they are in good standing" and "**specifically protects them from price increases.**" I accept this definition as the binding terms of my Home Internet agreement.
- 2. No 5-Year Limit:** During a recent phone call with a T-Mobile representative, I was told my rate was only guaranteed for 5 years. However, your email clearly defines the Price Lock as lasting "as long as [I am] in good standing" with no mention of a 5-year expiration. Because I activated in June 2024—well before T-Mobile's April 2025 transition to a 5-year guarantee model—I expect T-Mobile to honor the **perpetual** protection you have described here.

**Regarding the Voice Lines:**

GERWER-ELLIS 000061

While you explained that "Un-contract" (pre-2022) customers are only eligible for a final month's reimbursement, my voice lines were sold to me with a specific **"Lifetime Price Guarantee"** marketing promise. California law (BPC § 17500) does not allow a company to retroactively swap a "Lifetime" promise for a "Last Month Reimbursement" policy. I am keeping my records of those original promises as I continue to monitor the current class-action proceedings regarding these specific legacy plan increases.

**Conclusion:**

I am pleased that we have reached an understanding on the Home Internet line. I am keeping a copy of this email as confirmation that my Home Internet rate is **specifically protected from price increases for as long as I remain in good standing**, per your own definition of the Price Lock guarantee.

Thank you for your assistance in resolving this confusion.

Sincerely,

Alex Gerwer

(619)885-4841

On Mon, Feb 9, 2026 at 12:16 PM Thompson, Eboni <[Eboni.Thompson64@t-mobile.com](mailto:Eboni.Thompson64@t-mobile.com)> wrote:

Hi Alex,

Thank you for reaching out to us. I have reviewed your account and can confirm that you activated service on the Home Internet line ending in 4764 on June 4, 2024. During this period, T-Mobile offered the Price Lock with Service Credit, which is part of our Price Lock guarantee.

I understand there may be some confusion regarding the differences between Un-contract and T-Mobile's Price Lock. Here are the key details:

- T-Mobile's **Price Lock** was introduced on April 28, 2022. Customers who activate their account on or after this date can maintain their regular monthly rate for as long as they are in good standing, specifically protecting them from price increases.
- The **Un-contract** was offered from January 5, 2017, up until April 27, 2022. Under this promise, if T-Mobile raised the monthly recurring charge and you chose to leave, you could have your final month's service charge reimbursed.

It's important to note:

- Customers who activated their accounts before April 28, 2022, are not eligible for Price Lock but may have benefited from the Un-contract terms.
- Those who enrolled during this time and are affected by recent rate increases have the option to request reimbursement for their final month's service charge if they choose to cancel within 60 days.

I apologize for any inconvenience this may have caused. If you need further information or assistance with anything else, please don't hesitate to let me know.

Best regards,

**Eboni Thompson ( she/her)**

Sr. Specialist, Executive Response

T-Mobile

Direct [425.403.1309](tel:425.403.1309) | Email: [Eboni.Thompson64@T-mobile.com](mailto:Eboni.Thompson64@T-mobile.com)

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**From:** 4afeafc7-8866-4452-8b45-db8b9dafef1d <asg.agn@gmail.com>  
**Sent:** Sunday, February 8, 2026 8:38 PM  
**To:** Thompson, Eboni <Eboni.Thompson64@T-Mobile.com>  
**Subject:** Re: T-Mobile, Alex Gerwer

[External]

Eboni,

Thank you for your follow-up. I am disappointed that we have not yet reached an amicable resolution, especially given the clear documentation I have provided regarding the promises made at my enrollment.

Before I escalate this matter to your legal department in Bellevue as you suggested, I would like to clarify the specific facts of my dispute for the record, as they relate to my legal standing as a California consumer:

1. **Direct Solicitation:** T-Mobile specifically targeted my address with a mailer promising a monthly rate that would not increase "EVER" (Attachment 1).
2. **Reasonable Reliance:** I specifically delayed signing with a competitor (Spectrum) and waited for T-Mobile's expansion based on that "Forever" promise. Under the California **Consumer Legal Remedies Act (CLRA)**, this constitutes a material inducement to contract.
3. **Authorized Modification:** At the time of my enrollment at Sam's Club, your representative contacted T-Mobile headquarters via phone. The HQ representative explicitly authorized honoring the original "Forever" promotion and applied a "soft-code" discount specifically to align my account with those terms. T-Mobile cannot now unilaterally reclassify this agreement as a "5-year" guarantee after accepting my payments under the original terms. (Attachment 2)
4. **Voice Line Precedent:** My concern is compounded by T-Mobile's recent decision to raise rates on my legacy voice lines, despite a prior lifetime guarantee. This indicates a pattern of practice that is currently being investigated in multiple California class actions (e.g., *Oddo v. T-Mobile*) and mass arbitration filings regarding the **Un-contract** promise. (<https://www.classaction.org/t-mobile-price-lock-increase>)

While I appreciate the address for your legal department, it is in both of our interests to resolve this here. I am not asking for a new promotion; I am asking T-Mobile to honor the **perpetual** rate lock that was promised by your headquarters to secure my business.

If T-Mobile is unwilling to correct my account records to reflect the perpetual Price Lock Guarantee, please let me know by February 13, 2026 so that I may proceed with a formal **Notice of Dispute** and the subsequent regulatory filings with the **FCC** and the **California Attorney General**.

I look forward to your final determination on this matter.

Sincerely,

Alex Gerwer

GERWER-ELLIS 000063

(619)885-4841

On Sat, Feb 7, 2026 at 11:22 AM Thompson, Eboni <[Eboni.Thompson64@t-mobile.com](mailto:Eboni.Thompson64@t-mobile.com)> wrote:

Hello Alex,

Thank you for taking the time to speak with me recently. I truly appreciate the opportunity to discuss your concerns and understand how important this matter is to you.

I regret that we were unable to come to an amicable resolution during our conversation. Please know that I understand your frustration and sincerely apologize for any inconvenience this situation may have caused.

If you wish to pursue this matter further through legal channels, correspondence may be directed to our legal department at the following address:

T-Mobile USA, Inc. – Legal Department  
12920 SE 38th Street  
Bellevue, WA 98006

For more information regarding T-Mobile's Price Lock Guarantee, you can visit [Price Lock: Frequently Asked Questions \(FAQs\) | T-Mobile](#).

Should you have any additional questions or wish to discuss your All-in Home Internet rate plan or explore options for upgrading your gateway, please feel free to reach out directly to me. I am here to help and happy to assist further.

Best regards,

**Eboni Thompson ( she/her)**

Sr. Specialist, Executive Response

T-Mobile

Direct [425.403.1309](tel:425.403.1309) | Email: [Eboni.Thompson64@T-mobile.com](mailto:Eboni.Thompson64@T-mobile.com)

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# EXHIBIT I

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T-Mobile Formal Letter to CPUC CAB falsely claiming  
dispute was "being resolved" (August 26, 2026)



August 26, 2026

**FILED ELECTRONICALLY**

Consumers Affairs Branch  
Communication and Public Information Division  
California Public Utilities Commission  
320 West 4<sup>th</sup> St. Suite 520  
Los Angeles, CA 90013

**Re: Alexander Gerwer**  
**T-Mobile Account Holder: Carrie Ellis**  
**Your File No. 739966**  
**T-Mobile Account No. 948222003**

To Whom It May Concern:

T-Mobile USA, Inc. ("T-Mobile") is in receipt of your correspondence regarding the above-referenced account. Please be advised the account holder of record is Carrie Ellis, and Alex Gerwer has been designated as an authorized user on the account. It was confirmed that Alex Gerwer and Alexander Gerwer are one and the same.

T-Mobile regrets any concerns Alexander Gerwer may have experienced regarding their rate plan and we appreciate the opportunity to respond. T-Mobile understands that customers who have remained on the same rate plan for many years may have questions when that plan changes, particularly regarding the cost, features, and overall value of their service, and we appreciate the opportunity to provide additional information.

T-Mobile's network has evolved significantly since many of its rate plans were first introduced—some nearly 15 years ago during the 3G and early 4G eras, before T-Mobile's nationwide 5G network was available. In light of this evolution, T-Mobile made the decision to retire certain older rate plans and move affected customers to updated plans, which are designed to deliver greater overall value through enhanced features, benefits, and today's 5G network experience.

On June 29, 2026, T-Mobile notified certain customers enrolled in older rate plans that their plan is retiring. All impacted customers will move to modern rate plans that are better aligned with today's network and include additional features and benefits designed to provide an enhanced overall service experience while preserving the core benefits customers value.

Depending on the customer's existing plan, this transition may result in a monthly rate increase beginning as early as the July 2026 billing statement, although not every customer will experience a price change. For customers whose monthly rate does increase, the adjustment may be up to \$6.00 per voice or home internet line and up to \$3.00 per connected device line, such as watches or tablets. Billing due dates and billing cycles will remain unchanged.

Customers experiencing a price increase were notified by SMS message or, if SMS delivery was unsuccessful, by email or direct mail. These communications explained the upcoming changes, highlighted the features included with the customer's updated plan, and directed customers to additional information, including a side-by-side comparison of their previous and new plans available through their online account.



P.O. Box 37380 Albuquerque, NM 87176  
[www.t-mobile.com](http://www.t-mobile.com)

GERWER-ELLIS 000066

Customers transitioning to a new plan will retain their existing core plan benefits while also receiving additional features and enhancements available with their updated plan. These customers will also receive T-Mobile's 5-Year Price Guarantee. Under that guarantee, T-Mobile will not increase the monthly price of talk, text, and 5G data on the T-Mobile network for at least five years, provided the customer remains on an eligible plan. Taxes, fees, per-use charges, plan add-ons, third-party services, and network management practices are not included in the guarantee. Customers who later choose to move to a non-eligible plan would no longer receive this benefit.

As part of this transition, the Kickback program is retiring effective July 13, 2026. The Kickback program allowed enrolled customers on an eligible rate plan to receive a bill credit of up to \$10.00 per eligible line per month when that line used 2GB or less of high-speed data during the billing cycle. As a result, enrolled lines that previously received a Kickback credit will no longer receive this discount beginning with their July 2026 billing statement. Customers affected by the Kickback retirement will continue to enjoy the other perks included in their T-Mobile plan.

Customers who would like to review their updated plan, compare other available options, or discuss which plan may best fit their needs are encouraged to contact T-Mobile Customer Care at 1-800-937-8997 or visit [T-Mobile.com/cell-phone-plans](https://www.t-mobile.com/cell-phone-plans).

T-Mobile recognizes that many customers have enjoyed these legacy plans for years, and we understand that this transition may raise questions. While this represents a change for some customers, T-Mobile believes these updated plans better reflect today's wireless experience and provide meaningful value through enhanced features, benefits, and continued investment in the nation's largest and fastest 5G network. T-Mobile remains committed to delivering a reliable wireless experience and providing customers with plans that meet their evolving needs.

On July 31, 2026, our office contacted Alexander Gerwer to discuss their concerns and the information set out above. We also reviewed their rate plan details with them and discussed options to reduce their overall monthly cost. To resolve their concerns, we offered to apply a recurring credit for twelve months and a one-time lump sum credit. As of the date of this letter, we are still working with Alexander Gerwer to reach a mutually agreeable resolution, and we are hopeful that we will be able to resolve Alexander Gerwer concerns.

Based upon the foregoing, we respectfully request that this matter against T-Mobile be closed.

Thank you for bringing this matter to our attention. If you have any questions, please do not hesitate to contact me at the address listed below or at (425) 403-1520.

Sincerely,

**T-MOBILE USA, INC.**

Brandy Lucero  
Executive Response

cc: Carrie Ellis  
5050 E 2nd St Unit 13092  
Long Beach, CA 90803



P.O. Box 37380 Albuquerque, NM 87176  
[www.t-mobile.com](https://www.t-mobile.com)

GERWER-ELLIS 000067

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# EXHIBIT J

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CPUC Consumer Affairs Branch Official Order  
Reopening Investigation (September 3, 2026)

*Gerwer and Ellis v. T-Mobile West LLC d/b/a T-Mobile (U3056C)*

**PUBLIC UTILITIES COMMISSION**

320 W. 4th STREET, SUITE 520  
LOS ANGELES, CA 90013



September 03, 2026

**File No:739966**

Alexander Gerwer  
Po Box 13092  
Long Beach CA 90803

Dear Alexander Gerwer:

The Consumer Affairs Branch (CAB) of the California Public Utilities Commission (CPUC) has received your additional concerns regarding your complaint against **T-Mobile**, which will be used to initiate the informal appeal process.

We have reopened your case for further review and requested additional information from the utility to address your concerns. We will verify whether the utility has followed the applicable CPUC Rules and Regulations. Please allow up to 30 days for our review.

Once the review is complete, we will contact you in writing with the outcome. Thank you for allowing us to assist you.

Sincerely,

Written Operations Unit  
Consumer Affairs Branch  
1-800-649-7570  
[www.cpuc.ca.gov](http://www.cpuc.ca.gov)

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# EXHIBIT K

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T-Mobile Signed 3-Page Electronic Filing to the FCC  
(Ticket No. 8831854, August 11, 2026)



August 11, 2026

**FILED ELECTRONICALLY**

Federal Communications Commission  
Consumer Inquiries and Complaints Division  
Consumer and Governmental Affairs Bureau  
45 L Street, NE  
Washington, D.C. 20554

**Re: Alex Gerwer**  
**Your File No. 8831854**  
**T-Mobile Account No. 948222003**

To Whom It May Concern:

T-Mobile USA, Inc., (“T-Mobile”) is in receipt of your correspondence regarding the above-referenced account. Please be advised the account holder of record is Carrie Ellis, and Alexander Gerwer has been designated as an authorized user on the account.

T-Mobile regrets any continued concerns Alex Gerwer had regarding recent account and plan changes, and we appreciate the opportunity to respond. Our records show that the above-referenced account was activated on February 20, 2015, and subscribed to T-Mobile’s *Simple Choice Family Match Unlimited* rate plan on February 21, 2016. As of July 17, 2026, Alex Gerwer’s rate plan has been changed to the *Experience More with Appreciation Savings* rate plan, which is \$6.00 more per voice line and includes enhanced features and benefits, including our 5-Year Price Guarantee. As explained in our prior response, this update is designed to provide greater overall value and enhanced service experience that is more aligned with today’s 5G network. While Alex Gerwer is always welcome to explore whether other currently offered rate plan options may better fit their needs, they are unable to stay on/return to their retired rate plan.

In their correspondence, Alex Gerwer claims T-Mobile is in violation of the company’s 2015 “Un-contract” guarantee, and they cite to T-Mobile’s March 17, 2015, press release regarding *Un-contract* as support for their claim. To address Alex Gerwer’s claim, it is important to note that in the March 17, 2015 press release, T-Mobile introduced its first iteration of *Un-contract* to customers subscribed to T-Mobile’s *Simple Choice* rate plans and it involved two pricing commitments, which were dependent on the type of Simple Choice rate plan customers were on and/or subscribed to. In particular, the press release stated that “customers on existing Simple Choice promotional plans – like the Un-carrier’s ultra-popular 4 lines for \$100 with up to 10 GB of 4G LTE data – can keep them for as long as they’re T-Mobile customers. And, if you have an unlimited 4G LTE plan, you can rest assured your rates won’t change for a minimum of two years.”



Here, Alex Gerwer's *Simple Choice Family Match Unlimited* rate plan is an "unlimited" data plan. Thus, as stated in the press release, T-Mobile promised that the rates of Alex Gerwer's "unlimited" plan "won't change for a minimum of two years." T-Mobile has honored and complied with that promise and did not change Alex Gerwer's rates until well after those two years expired. It should also be noted that T-Mobile has carefully reviewed the details of its prior commitments, and the terms associated with its offerings and promotions, and has ensured that the monthly rate for *Simple Choice* customers with limited data plans, like the "up to 10 GB" of data plans described in the press release, have not been impacted by the recent rate changes given T-Mobile's 2015 Un-contract commitment to allow such customers to keep those plans and rates without an increase for as long as those customers remains on that qualifying plan.

We truly value Alex Gerwer and hope they choose to stay with T-Mobile, where we continue to offer exceptional value, industry-leading benefits, and a variety of plan options to fit customers' needs. If Alex Gerwer decides to leave T-Mobile due to the recent rate plan change, Alex Gerwer may contact Customer Care to request reimbursement of their final month's recurring service charge within 60 days of the increase. If Alex Gerwer is interested in exploring other rate plan options and/or learning more about their new rate plan and the additional benefits they will receive, they are welcome to contact Customer Care at 1-800-937-8997 or visit T-Mobile's website or the T-Life app.

In their correspondence, Alex Gerwer has also raised concerns regarding the pricing of their T-Mobile 5G Home Internet service, and they claim their home internet service is subject to T-Mobile "Price Lock" guarantee. In support of this claim, they provide a copy of an un-dated flyer that is addressed to an address not associated with their T-Mobile account that they claim to have received from T-Mobile.

T-Mobile has reviewed the promotional flyer Alex Gerwer provided. That flyer advertises T-Mobile 5G Home Internet at a \$50.00 monthly rate with *AutoPay* and references T-Mobile's Price Lock guarantee. However, the flyer itself does not identify a mailing or offer date, and the copy provided does not establish that its advertised terms applied to the specific rate plan Alex Gerwer subsequently subscribed to. More importantly, T-Mobile addressed the applicable Price Lock issue directly with Alex Gerwer in its May 15, 2024, written correspondence, advising that the base cost of the T-Mobile 5G Home Internet is \$65.00 and the plan had a price lock guarantee where "as long as you don't change the plan, we will not change the price."

T-Mobile's records reflect that Alex Gerwer activated service on the *T-Mobile 5G Home Internet* rate plan and remained on that same rate plan even though Customer Care subsequently took steps, on June 4, 2024, to provide Alex Gerwer with a \$50.00 monthly rate for the plan.

Thereafter, on July 9, 2024, after Alex Gerwer raised concerns regarding their Home Internet data speeds, Alex Gerwer agreed to change their Home Internet rate plan to *Home Internet Plus*. The *Home Internet Plus* plan included additional benefits, including a Mesh extender, which was not included with Alex Gerwer's original *T-Mobile 5G Home Internet* plan.

Accordingly, even assuming the promotional flyer was among the materials Alex Gerwer considered when obtaining Home Internet service, it does not establish that the \$50.00 rate or a



price guarantee associated with the prior rate plan was required to carry over after Alex Gerwer subsequently agreed to change their plan to *Home Internet Plus*.

On July 31, 2026, our office contacted Alex Gerwer to discuss their concerns and the information set out above. We explained the benefits of their new voice plan and advised that their prior *Simple Choice* rate plan could not be restored. We also advised Alex Gerwer that the use of the upgraded Home Internet gateway device was recommended but not required, and that it could be returned. As a courtesy and an attempt to reach a mutually agreeable resolution, T-Mobile offered to issue an account credit and apply a monthly discount for a set number of months to Alex Gerwer's account. Unfortunately, however, Alex Gerwer declined to accept the offer. The offer was left available for 30 days and Alex Gerwer is welcome to contact us if they wish to accept. T-Mobile regrets any inconvenience to Alex Gerwer.

Based upon the foregoing, we respectfully request that this complaint against T-Mobile be closed.

Thank you for bringing this matter to our attention. If you have any questions, please do not hesitate to contact me at the address listed below or at 425-403-1267.

Sincerely,

**T-MOBILE USA, INC.**

Daulton Davis  
Executive Response

cc: Alex Gerwer  
[asg\\_akn@yahoo.com](mailto:asg_akn@yahoo.com)



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# EXHIBIT L

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T-Mobile Response to Reopened CPUC File asserting  
14-day change-of-terms defense (September 12, 2026)



September 12, 2026

**FILED ELECTRONICALLY**

Consumers Affairs Branch  
Communication and Public Information Division  
California Public Utilities Commission  
320 West 4<sup>th</sup> St. Suite 520  
Los Angeles, CA 90013

**Re: Alexander Gerwer**  
**T-Mobile Account Holder: Carrie Ellis**  
**Your File No. 739966**  
**T-Mobile Account No. 948222003**

To Whom It May Concern:

T-Mobile USA, Inc. ("T-Mobile") is in receipt of your correspondence regarding the above-referenced account. Please be advised that the account holder of record is Carrie Ellis, and Alexander Gerwer, has been designated as an authorized user on the account.

T-Mobile regrets any continued concerns Alexander Gerwer has regarding the recent rate plan change, and we appreciate the opportunity to respond. Our records show that Carrie Ellis activated the account on February 20, 2015, and subscribed to T-Mobile's *Simple Choice 2 Lines for \$100 Promo* rate plan on February 20, 2015. Furthermore, Carrie Ellis changed the promotional rate plan to T-Mobile's *Unlimited Talk, Text, & Data w/Plus International* rate plan on February 21, 2016. As of July 21, 2026, the rate plan has been changed to the *Experience More with Appreciation Savings* plan rate plan, which is \$6.00 more per voice line and includes enhanced features and benefits, including our 5-Year Price Guarantee. Our records further confirm on June 4, 2024, Carrie Ellis activated one Home Internet line and subscribed to T-Mobile's *Home Internet Unlimited* rate plan, then Carrie Ellis changed the rate plan to T-Mobile's *Home Internet Plus* rate plan on June 21, 2024. As of July 21, 2026, the rate plan has been changed to T-Mobile's *Home Internet Advanced Plus* rate plan, which is \$5.00 more and includes enhanced features and benefits, including our 5-Year Price Guarantee. As explained in our prior response, this update is designed to provide greater overall value and an enhanced service experience that is more aligned with today's 5G network. While Alexander Gerwer is always welcome to explore whether other currently offered rate plan options may better fit their needs, although they are unable to stay on/return to their retired rate plan.

In Alexander Gerwer's correspondence, they claim T-Mobile cannot change their rate plan without their consent. T-Mobile appreciates the opportunity to provide additional information to address these concerns.

T-Mobile's Terms and Conditions, which govern all customer accounts and are publicly available at T-Mobile.com, expressly reserve T-Mobile's right to modify its Services, Products, and Rate Plans. Specifically, T-Mobile's Terms and Conditions provide that T-Mobile may



P.O. Box 37380 Albuquerque, NM 87176  
[www.t-mobile.com](http://www.t-mobile.com)

GERWER-ELLIS 000075

change, limit, suspend, or terminate Services or the Agreement at any time, subject to providing customers with at least 14 days' advance notice when a change will have a material adverse effect on the customer. T-Mobile's Terms and Conditions further provide that a customer's continued use of or payment for Services after the effective date of a change constitutes acceptance of that change.

T-Mobile provided advance notice of the rate plan retirement and transition to the account on or around June 29, 2026, well in advance of the transition taking effect. That notice informed the account holder of record of the plan retirement, the applicable price change, and the benefits of the new plan, and provided a link to additional information where they could learn more about the changes applicable to their account. By continuing to use T-Mobile's Services after receiving that notice and after the effective date of the transition, the account accepted the updated plan terms consistent with T-Mobile's Terms and Conditions.

T-Mobile understands that the account holder of record may prefer to remain on their prior rate plan. Unfortunately, that plan has been retired and is no longer available, and we are unable to reinstate a retired rate plan.

We truly value Carrie Ellis and Alexander Gerwer's continued business, and we hope they choose to stay with T-Mobile, where we continue to offer exceptional value, industry-leading benefits, and a variety of plan options to fit our customers' needs. If the account hold of record decides to leave T-Mobile due to the recent rate plan change, they may contact our Customer Care team to request reimbursement of their final month's recurring service charge within 60 days of the increase. If they are interested in exploring other rate plan options and/or learning more about their new rate plan and the additional benefits they will receive, they are welcome to contact Customer Care at 1-800-937-8997 or visit T-Mobile's website or the T-Life app. We regret any inconvenience to Alexander Gerwer.

Based upon the foregoing, we respectfully request that this matter against T-Mobile be closed.

Thank you for bringing this matter to our attention. If you have any questions, please do not hesitate to contact me at the address listed below.

Sincerely,

**T-MOBILE USA, INC.**

Brandy Lucero  
Executive Response

cc: Carrie Ellis  
5050 E 2nd St. Unit 13092  
Long Beach, CA 90803



P.O. Box 37380 Albuquerque, NM 87176  
www.t-mobile.com

GERWER-ELLIS 000076

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# EXHIBIT M

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CPUC CAB Informal Closure Letter demonstrating  
administrative blunder regarding a 2015 Samsung Galaxy  
S4 (September 14, 2026)

**PUBLIC UTILITIES COMMISSION**

320 W. 4th STREET, SUITE 520  
LOS ANGELES, CA 90013



September 14, 2026

Alexander Gerwer  
Po Box 13092  
Long Beach CA 90803

**Subject: Commission File No: 739966 for Complaint with T-Mobile**

Dear Alexander Gerwer:

The Consumer Affairs Branch (CAB) of the California Public Utilities Commission (CPUC) has completed its review of your Informal Appeal regarding your complaint against **T-Mobile**. The utility reported that necessary steps have been taken to resolve your concerns, and you were sent written notification of the resolution, a copy of which was also provided to the CPUC.

In your additional correspondence submitted to CAB dated September 3, 2026, you stated that after switching four phones from AT&T to T-Mobile—including a Samsung Galaxy S4—the Galaxy S4 began experiencing intermittent and unpredictable data service, despite previously working without issues on AT&T's network.

**T-Mobile** investigated and reported to CAB that it reviewed your concerns regarding the recent rate plan change and confirmed that the account holder, Carrie Ellis, received advance notice on June 29, 2026, about the retirement of the prior plan and the transition to a new plan with updated pricing and features. T-Mobile explained that its Terms and Conditions permit rate plan changes with notice, and continued use of service constitutes acceptance. The company noted that retired plans cannot be reinstated but that other plan options are available. T-Mobile considers the matter resolved, and the CPUC Informal Complaint is now closed.

After carefully reviewing the information you provided, along with the details submitted by **T-Mobile** and the applicable codes, orders, and tariffs, CAB has determined that **T-Mobile** is not in violation of CPUC rules or regulations.

As this concludes the Informal Appeal process, if you disagree with this resolution, your next step is to file a Formal Complaint. You may do so using the following link:

<https://www.cpuc.ca.gov/formalcomplaintinfo/>

If you need help understanding the formal complaint process, please contact the CPUC's Public Advisor's Office by:

**E-mail:** [public.advisor@cpuc.ca.gov](mailto:public.advisor@cpuc.ca.gov)

**Telephone:** 1-866-849-8390 (toll free) or 415-703-2074

**Address:** Public Advisor's Office - CPUC 505 Van Ness Avenue San Francisco, CA 94102

Please be advised that any further correspondence regarding this complaint submitted to CAB will not receive a response.

Sincerely,

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**PUBLIC UTILITIES COMMISSION**

320 W. 4th STREET, SUITE 520  
LOS ANGELES, CA 90013



Written Operations Unit  
Consumer Affairs Branch  
1-800-649-7570

**ATTACHED: Formal Complaint Instructions**