BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

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Alexander Gerwer Carrie Ellis Complainants, v. T-Mobile West LLC, dba T-Mobile (U-3056-C) Defendants.	)	ECP Case (C.) 26-10-005 (Filed October 13, 2026)

DEFENDANT'S MOTION TO DISMISS AND
ANSWER TO ECP COMPLAINT CASE NO. (C.) 26-10-005

Defendant T-Mobile West LLC, dba T-Mobile (U-3056-C) (referred to herein as "T-Mobile") hereby moves the California Public Utilities Commission ("CPUC") to dismiss the above-referenced complaint ("Complaint") filed by Alexander Gerwer and Carrie Ellis ("Complainants") as procedurally improper on the grounds that the matters at issue in the Complaint are subject to a binding arbitration agreement (*see* T-Mobile Exhibit A) and are already being adjudicated in an arbitration proceeding initiated by Complainants before T-Mobile was served with this Complaint (*see* T-Mobile Exhibit B; T-Mobile Exhibit C). In support of T-Mobile's Motion to Dismiss, T-Mobile states as follows:

MOTION TO DISMISS

The Federal Arbitration Act ("FAA"), codified at 9 U.S.C. § 1 *et seq*., and California law favor enforcement of valid arbitration agreements. *See Marmet Health Care Ctr., Inc. v. Brown*, 565 U.S. 530, 533 (2012); *Engalla v. Permanente Medical Group, Inc.*, 15 Cal.4th 951, 971 (1997) (stating California law favors arbitration and establishes "a presumption in favor of arbitrability").

Moreover, the U.S. Supreme Court has held that when the parties have agreed to arbitrate their disputes, the FAA preempts state law requiring initial adjudication of those disputes by a state administrative agency. *See Preston v. Ferrer*, 552 U.S. 346, 349-50 (2008) ("[T]he FAA supersedes state laws lodging primary jurisdiction in another forum, whether judicial or *administrative*.") (emphasis added).

Accordingly, when an arbitration agreement covers the dispute at issue, dismissal of the complaint filed with the CPUC is warranted given arbitration is the appropriate procedural vehicle to address the dispute. *See Cinderella Hair, Inc. v. MCI Communications Services, Inc. dba Verizon Business Services* (2013) [D.13-01-001] at 7. In *Letitia Jordan, et al. v. Cellco Partnership dba Verizon Wireless* (Jan. 30, 2025) [D.25-01-056], the CPUC acknowledged this and recognized that the failure to enforce a valid contractual arbitration provision between the parties is inconsistent with federal and state law favoring arbitration. As such, the CPUC determined that its prior decision in the matter must be vacated because it failed to address whether the complaint should be dismissed as procedurally improper based on the existence of an arbitration agreement within the applicable terms and conditions of service. *Id.* (vacating decision and remanding an expedited complaint proceeding to determine whether dismissal was appropriate in light of the parties' arbitration agreement).

Here, there is no question that there is a valid and enforceable contractual arbitration agreement between the parties that covers the dispute at issue in the Complaint. Indeed, Complainants have already acknowledged the validity and enforceability of the parties' binding arbitration agreement and invoked the agreed-upon arbitration process to pursue the same underlying claims against T-Mobile. *See* T-Mobile Exhibit B; T-Mobile Exhibit C.

For the avoidance of doubt, even before filing their Arbitration Demand on September 30, 2026, Complainants have consistently demonstrated clear awareness of T-Mobile's Terms and Conditions and its contents, including the provisions relating to dispute resolution and arbitration. *See, e.g.,* Compl. Ex. E (sending T-Mobile a notice of dispute pursuant to T-Mobile's Terms and Conditions); Compl. Ex. H at 2 (referencing the mailed notice of dispute, citing provisions from the Dispute Resolution section of T-Mobile's Terms and Conditions, and expressing clear intent to file an arbitration demand with the American Arbitration Association after the expiration of the 60-day cure period set out in the Terms and Conditions). Complainants have further demonstrated, through their communications and actions, their willingness to invoke and comply with the binding arbitration provision set out in T-Mobile's Terms and Conditions.

Indeed, under T-Mobile's Terms and Conditions, customers agree to "resolve any disputes with [T-Mobile] through individual binding arbitration or small claims dispute procedures." T-Mobile Exhibit A at 10. T-Mobile's Terms and Conditions also clearly and conspicuously state that:

> **YOU AND WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ALL CLAIMS AND DISPUTES BETWEEN YOU AND T-MOBILE WILL BE RESOLVED BY**
>
> **INDIVIDUAL BINDING ARBITRATION OR IN SMALL CLAIMS COURT. THIS INCLUDES, BUT IS NOT LIMITED TO, CLAIMS AND DISPUTES IN ANY WAY RELATED TO OR CONCERNING THE AGREEMENT, . . . OUR SERVICES, DEVICES, OR PRODUCTS, AND BILLS OR CHARGES. . . .**
>
> . . . .
>
> You and we each also agree that the Agreement affects interstate commerce so that the Federal Arbitration Act and federal arbitration law, not state law, apply and govern the enforceability of this dispute resolution provision . . . .

Id.

T-Mobile recognizes and respects Complainants' right to arbitrate their dispute pursuant to T-Mobile's Terms and Conditions; however, Complainants' attempts at initiating duplicative proceedings with the CPUC are improper and should not be permitted.

Therefore, based on the authority and reasons set out above, T-Mobile respectfully requests that the CPUC dismiss the Complainants' Complaint with prejudice on the grounds that it is procedurally improper given the pending arbitration initiated by Complainants and the parties' binding and enforceable agreement to arbitrate their dispute. Alternatively, to the extent the CPUC does not dismiss the Complaint with prejudice, T-Mobile requests that the CPUC stay further proceedings pending resolution of the arbitration to avoid duplicative adjudication and potentially inconsistent determinations. T-Mobile reserves all applicable jurisdictional, procedural, and substantive defenses.

To the extent T-Mobile's Motion to Dismiss and/or alternative request to stay are not granted, T-Mobile hereby answers the Complaint as follows:

ANSWER

I. INTRODUCTION

In their Complaint, Complainants request that T-Mobile permanently restore retired rate plans for their voice lines and their home internet line, restore their mesh Wi-Fi Extender hardware, issue "reparations for unauthorized overcharges billed since July 20, 2026," and freeze "Telco Recovery Fee increases." Complainants seek this relief on the grounds that T-Mobile allegedly breached contractual commitments and California law by "stripping hardware" and raising their rate plan rates, which they claim are subject to T-Mobile's "2015 'Un-contract" promise and T-Mobile's "2024 'Price Lock.'" For the reasons discussed below, however, T-Mobile submits that the Complainants' claims and assertions are unfounded and without merit.

A. T-Mobile's Right to Change its Rate Plans

T-Mobile did not breach any commitments or violate California law by retiring legacy rate plans or migrating Complainants to newer rate plans in July 2026. The rate plan retirements were consistent with T-Mobile's service offerings and Terms and Conditions, and neither Complainants' account nor their rate plans were subject to any commitments or guarantees that rate plan pricing would remain unchanged indefinitely.

Moreover, T-Mobile's Terms and Conditions, which Complainants accepted and agreed to, expressly reserve T-Mobile's right to modify or change its services and rate plans. Specifically, T-Mobile's Terms and Conditions provide that T-Mobile may change, limit, suspend, or terminate Services or the Agreement[1] at any time, subject to providing customers with at least 14 days' advance notice of a change when the change will have a material adverse effect on the customer. On June 29, 2026, T-Mobile notified Complainants that their voice and home internet rate plans would be retired and they would be transitioned to more modern plans, which would be $6.00 more per voice line and $5.00 more per home internet line. The changes took effect on Complainants' account more than 14 days later, as of the billing statement dated July 20, 2026. Accordingly, T-Mobile had the right to make the complained of changes to its rate plans and did so in accordance with its Terms and Conditions, which govern the contractual relationship between the parties.

B. T-Mobile's 2015 Un-contract Commitments

As to the Complainants' unfounded allegations that they were subject to T-Mobile's "2015 'Un-contract" promise and T-Mobile's "2024 'Price Lock,'" T-Mobile denies those allegations

[1] The term "Agreement," as used within T-Mobile's Terms and Conditions to describe the Agreement between T-Mobile and the customer, is expressly defined to include not only the Terms and Conditions, but also the additional terms and conditions found in the customer's applicable rate plan and/or data plan and any service agreements. See T-Mobile Exhibit A at 2.

and denies all claims that it breached or violated any such promise or guarantee. Complainants activated their T-Mobile account on February 20, 2015 and subscribed to T-Mobile's *Simple Choice Family Match Unlimited* rate plan on February 21, 2016. As of the July 20, 2026 billing statement, Complainants' *Simple Choice Family Match Unlimited* rate plan was retired and Complainants were migrated to T-Mobile's *Experience More with Appreciation Savings* rate plan, which is a more modern rate plan that is designed to provide greater overall value and an enhanced service experience that is more aligned with today's 5G network.

In their Complaint (and arbitration pleadings), Complainants claim this retirement and migration violate T-Mobile's 2015 *Un-contract* promise, and they attach, as "Exhibit B" to their Complaint, a copy of T-Mobile's March 17, 2015 press release regarding *Un-contract* as support for their claim. 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. One pricing commitment applied to customers on "existing Simple Choice promotional plans" and the other pricing commitment applied to Simple Choice customers on "unlimited 4G LTE plan[s]." In particular, the press release stated:

> [C]ustomers 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**.

Compl. Ex. B (emphasis added). Here, the Complainant's *Simple Choice Family Match Unlimited* rate plan was, as the name itself indicates, an "unlimited" plan. Thus, as stated in the press release, T-Mobile promised that the rates of Complainants' "unlimited" plan would not change "for a minimum of two years." T-Mobile honored and complied with that promise, and did not change Complainants' rate plan or rates until 2026—well after those two years expired.

C. Price Lock

In their Complaint (and arbitration pleadings), Complainants also claim T-Mobile is violating its 2024 *Price Lock* guarantee. T-Mobile denies that claim and denies that Complainants were eligible for and/or subject to *Price Lock*. To be eligible for *Price Lock*, accounts must have been activated with T-Mobile on a qualifying rate plan during the applicable *Price Lock* enrollment period, which was between April 28, 2022 and January 17, 2024. Customers who activated their account before April 28, 2022—like Complainants, who acknowledge they activated their account on February 20, 2015 (*see* Statement of Claim[2] at 2)—were not eligible for and/or subject to *Price Lock* given their account activation date was not within the requisite enrollment period for *Price Lock*. In fact, Complainants' account was activated more than seven years before T-Mobile offered its *Price Lock* guarantee; therefore, Complainants have no basis to claim that their account is subject to *Price Lock*.

D. Home Internet

As to Complainants' allegations regarding the pricing of their home internet line of service, T-Mobile also denies that Complainants' home internet service was eligible for and/or subject to *Price Lock* or any other "[l]ifetime [g]uarantee." Complainants opened their home internet line on June 4, 2024, and they subscribed to the *Home Internet Plus* rate plan on June 21, 2024. In an effort to support their claim of obtaining such a "guarantee" from T-Mobile, Complainants attach, as "Exhibit C" to their Complaint, a copy of an un-dated flyer or "direct-mail[er]" that, on its face, contains no indicia of being sent to, directed to, or intended for Complainants. In particular, the flyer is clearly addressed to "Jessica Munoz Or Current Resident" and the flyer reflects a recipient

[2] Complainants attached a document to their Complaint titled "FORMAL STATEMENT OF CLAIM, SPECIFICATION OF CONTRACTUAL BREACHES, REGULATORY DECEPTION, AND VERIFIED EXHIBIT INDEX," which T-Mobile will refer to herein as Complaintants' "Statement of Claim."

mailing address of 4245 Heather Rd, Long Beach, California 90808-1627. Compl. Ex. C. Complainants are not Jessica Munoz nor are they residents of the listed address. Indeed, Complainants have provided numerous documents showing that they are residents of a completely different address: 5050 E 2nd St Unit 13092, Long Beach, California 90803. Compl. at 1; Compl. Ex. I at 2; Compl. Ex. L at 2. T-Mobile's records also confirm the address associated with Complainants' account is 5050 E 2nd St Unit 13092, Long Beach, California. Because Complainants are clearly not the individuals the flyer was intended for, there is no basis to claim the offer was directed to or applicable to Complainants.

Moreover, the flyer does not identify a mailing or offer date, nor does it indicate that its advertised terms or pricing applied to the specific home internet rate plan Complainants subscribed to in June 2024. As noted above, *Price Lock* was only available to customers who activated an account on a qualifying rate plan during the *Price Lock* enrollment period of April 28, 2022 to January 17, 2024. Complainants did not activate an account on a qualifying rate plan during that period, and therefore, T-Mobile denies that Complainants were eligible for and/or subject to the *Price Lock* guarantee.

As to Complainants' allegations that T-Mobile stripped them of their mesh Wi-Fi Extender hardware, T-Mobile denies those allegations and notes that both Complainants' previous *Home Internet Plus* rate plan and Complainants' current *Home Internet Advanced Plus* rate plan include the same mesh Wi-Fi device benefits. As such, T-Mobile denies that Complainants experienced any change in mesh Wi-Fi benefits as a result of the home internet rate plan retirement or migration.

II. ANSWER TO MATERIAL ALLEGATIONS OF THE COMPLAINT AND STATEMENT OF CLAIM

T-Mobile incorporates all of the information contained in the Introduction noted above and denies all allegations that the rate plan retirement, migration, and cost increases were improper and/or a breach of T-Mobile's *Un-contract* or *Price Lock* offerings or any other purported commitment referenced by Complainants. T-Mobile also denies any and all allegations concerning any purported violation of California laws or statutes referenced by Complainants. Furthermore, T-Mobile denies all allegations not expressly admitted herein.

As to the documentation provided by Complainants as exhibits to their Complaint, T-Mobile denies those documents support the Complainants' claims. In fact, Complainants' exhibits undermine the validity of their claims, support facts that are inconsistent with the allegations asserted in their Complaint and Statement of Claim, and serve as evidence that T-Mobile has not breached any agreements or otherwise engaged in any wrongdoing.

ANSWER TO "INTRODUCTION & JURISDICTION"

T-Mobile denies the allegations in the "Introduction & Jurisdiction" section of Complainants' Statement of Claim and denies it has violated and/or is liable under any of the referenced statutes.[3]

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[3] Complainants' explicit allegations in the Complaint do not establish a clear connection to applicable law to support any of their claims. However, in past communications with T-Mobile, which Complainants attached as exhibits to their Complaint, Complainants made references to several statutes, such as California Business and Professional Code § 17200 and § 17500 and California Civil Code § 3345. Compl. Ex. H at 3-4, 6, 9-11, 13, 15.

As to Cal. Bus. & Prof. Code § 17500, which prohibits various deceptive business practices, Complainants have not clearly stated in their Complaint the basis for application of that statute or its relevance to their claims, nor have Complainants provided any documentation to support a claim under Cal. Bus. & Prof. Code § 17500. To the extent Complainants intend to allege that T-Mobile has engaged in any deceptive practices, T-Mobile denies any and all such allegations.

T-Mobile further denies any and all allegations regarding Cal. Bus. & Prof. Code § 17200, which is a definitional statute that does not serve as a standalone basis to establish any claim upon which relief can be granted. To the extent Complainants intend to allege that T-Mobile engaged in unfair competition, T-Mobile denies any and all such allegations.

ANSWER TO "PARTIES & ACCOUNT IDENTIFICATION"

T-Mobile admits that Complainant Carrie Ellis is the account holder of record for T-Mobile Account No. 948222003. T-Mobile lacks sufficient knowledge or information to admit or deny the remaining allegations in paragraph 1 of the "Parties & Account Identification" section of Complainants' Statement of Claim and, therefore, denies the same.

T-Mobile admits that Complainant Alexander Gerwer is an authorized user for Account No. 948222003. T-Mobile denies Complainant is entitled to statutory protection under California Civil Code § 3345. T-Mobile lacks sufficient knowledge or information to admit or deny the remaining allegations in paragraph 2 of the "Parties & Account Identification" section of Complainants' Statement of Claim and, therefore, denies the same.

T-Mobile admits that T-Mobile West LLC is a Delaware limited liability company with principal offices at 12920 SE 38th Street, Bellevue, Washington 98006. T-Mobile lacks sufficient knowledge or information to admit or deny the remaining allegations in paragraph 3 of the "Parties & Account Identification" section Complainants' Statement of Claim.

T-Mobile admits that the lines subject to Complainants' dispute include voice mobile numbers (619) 885-4841, (562) 221-0581, (562) 673-9426, (562) 206-6109, (562) 575-7081, and home internet number (562) 826-4764. T-Mobile denies the remaining allegations in paragraph 4 of the "Parties & Account Identification" section of Complainants' Statement of Claim.

As to Cal. Civ. Code § 3345, T-Mobile denies it has engaged in any conduct that establishes any statutory basis to impose any fine, or a civil penalty, or other penalty, or any other remedy. T-Mobile further denies it has violated any statutes that would authorize such action.

ANSWER TO "FACTUAL BACKGROUND & CONTRACT FORMATION"

T-Mobile denies the allegations in the "Factual Background & Contract Formation" section of Complainants' Statement of Claim. T-Mobile further incorporates by reference the information contained above in the Introduction of T-Mobile's Answer.

ANSWER TO "DEFENDANT'S MATERIAL BREACH & UNLAWFUL ACTS"

T-Mobile denies that it materially breached any agreement and/or engaged any unlawful acts as alleged in the section heading "Defendant's Material Breach & Unlawful Acts" of Complainants' Statement of Claim. T-Mobile further incorporates by reference the information contained above in the Introduction of T-Mobile's Answer.

T-Mobile admits that on June 29, 2026, T-Mobile notified Complainants via text message that their voice rate plan and home internet rate plan were being retired and that rates would increase by $6.00 per voice line and $5.00 per home internet line. T-Mobile denies all remaining allegations in paragraph 1 of "Defendant's Material Breach & Unlawful Acts" section of Complainants' Statement of Claim.

T-Mobile admits Complainants were migrated to new rate plans for their voice lines and home internet line in July 2026. T-Mobile admits that Complainants' voice lines were migrated to the *Experience More with Appreciation Savings* rate plan and Complainants' home internet line was migrated to the *Home Internet Advanced Plus* rate plan. T-Mobile denies all remaining allegations in paragraph 2 of "Defendant's Material Breach & Unlawful Acts" section of Complainants' Statement of Claim.

T-Mobile denies the allegations in paragraph 3 of "Defendant's Material Breach & Unlawful Acts" section of Complainants' Statement of Claim.

T-Mobile denies the allegations in paragraph 4 of "Defendant's Material Breach & Unlawful Acts" section of Complainants' Statement of Claim.

ANSWER TO "PROCEDURAL HISTORY, BAD-FAITH CONDUCT & REGULATORY ADMISSIONS"

T-Mobile incorporates by reference the information contained above in the Introduction of T-Mobile's Answer. T-Mobile denies that it engaged in bad-faith conduct as alleged in the section heading "Procedural History, Bad-Faith Conduct & Regulatory Admissions" of Complainants' Statement of Claim. T-Mobile denies all remaining allegations in the "Procedural History, Bad-Faith Conduct & Regulatory Admissions" section of Complainants' Statement of Claim.

ANSWER TO "LEGAL ARGUMENT"

T-Mobile denies the allegations in the "Legal Argument" section of Complainants' Statement of Claim and incorporates by reference the information contained above in the Introduction of T-Mobile's Answer.

ANSWER TO "ITEMIZED CALCULATION OF REPARATIONS & DAMAGES"

T-Mobile denies Complainants are entitled to damages and denies the allegations in the "Itemized Calculation of Reparations & Damages" section of Complainants' Statement of Claim.

ANSWER TO "PRAYER FOR RELIEF"

T-Mobile denies Complainants are entitled to relief and denies the allegations in the "Prayer for Relief" section of Complainants' Statement of Claim.

III. AFFIRMATIVE DEFENSES

Without waiving T-Mobile's Motion to Dismiss and without admitting any allegations of the Complaint, T-Mobile asserts the following affirmative defenses. T-Mobile also reserves the

right to rely on additional affirmative defenses that may become available or apparent through discovery in the pending arbitration and reserves the right to amend its answer to assert such defenses.

FIRST AFFIRMATIVE DEFENSE

Complainants are bound by an agreement to resolve their dispute through individual binding arbitration.

SECOND AFFIRMATIVE DEFENSE

At all times alleged in the Complaint, T-Mobile acted in accordance with its statutory, contractual and other regulatory obligations with respect to Complainants.

THIRD AFFIRMATIVE DEFENSE

To the extent the Complaint seeks damages or remedies beyond the jurisdiction of the Commission, such requests for damages and/or remedies must be stricken and dismissed. *See, e.g.,* Decision 12-04-031, 2012 Cal. PUC LEXIS 171, *4 ("As for Complainant's claim for damages, the Commission has uniformly held that it has no jurisdiction to award damages as opposed to reparations.").

FOURTH AFFIRMATIVE DEFENSE

Complainants fail to state a cause of action against T-Mobile and fail to allege facts sufficient to entitle Complainants to relief.

FIFTH AFFIRMATIVE DEFENSE

Complainants claimed damages exceed the recoverable damages permitted pursuant to T-Mobile's Terms and Conditions.

IV. PROCEDURAL MATTERS

T-Mobile does not object to the adjudicatory categorization of this case, but objects to the parties' dispute being adjudicated in this forum instead of being adjudicated by an arbitrator pursuant to the parties' binding and enforceable arbitration agreement.

T-Mobile's representative for the case is Anthony Montano and his contact information appears below:

Anthony Montano
Senior Legal Analyst
T-Mobile
Email: Anthony.Montano6@T-Mobile.com

T-Mobile submits that a hearing is neither necessary nor warranted nor procedurally proper.

WHEREFORE, T-Mobile requests that the Commission dismiss the Complaint with prejudice and deny any relief sought by the Complainant.

Respectfully submitted this 16th day of November, 2026.

/s/ *Anthony R. Montano*
Anthony R. Montano
Senior Legal Analyst
T-Mobile
Anthony.Montano6@T-Mobile.com

VERIFICATION

I, Anthony Montano, am employed as a Senior Legal Analyst of T-Mobile and although I am not an officer of the Company, I am authorized to make this verification on its behalf. I have read the statements in the foregoing document and they are true of my own 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 under the laws of the State of California that the foregoing is true and correct.

Executed on this 16th day of November, 2026 in Albuquerque, New Mexico.

/s/ *Anthony R. Montano*
Anthony R. Montano

EXHIBIT A

T-Mobile Terms & Conditions

LEGAL CENTER

Terms and Conditions

Effective September 1, 2026

Prior Version

Thanks for choosing T-Mobile! We are pleased that you selected us as your wireless provider. These Terms & Conditions, as updated from time to time ("T&Cs"), contain important information about your relationship with us, including requiring individual mandatory binding arbitration of disputes, instead of class actions or jury trials.

Accepting these T&Cs means you also acknowledge receiving our Privacy Notice. Our Privacy Notice describes the personal data we collect, how we use and share data, and your data choices. Our Privacy Dashboard provides tools to manage your privacy choices and learn more about what data we collect about you. If you have a business relationship with us, our B2B Privacy Notice reflects our privacy practices. However, T-Mobile for Business accounts established using an individual's Social Security number, usually sole proprietorships, independent contractors, and very small business accounts, are covered by our Privacy Notice instead of our B2B Privacy Notice. Our Privacy

Notices and Privacy Dashboard are available at www.T-Mobile.com/privacy.

GENERAL INFORMATION

WHAT ARE THE TERMS THAT APPLY TO ME?

Your “Agreement” with us includes the following:

- These T&Cs;
- Additional terms and conditions found in your Rate Plan, Data Plan, and/or Products;
- Your acknowledgment of receiving our Privacy Notice, as described above;
- Other agreements, including any service agreements, equipment installment plans, or financing agreements;
- Our Open Internet Policy, as amended from time to time, further described in the “Using our Network” section; and
- Our other policies, as amended from time to time, linked in these T&Cs, available on www.T-Mobile.com, our account management websites and apps (“T-Mobile Apps”), and/or as otherwise provided to you.

Any section marked “*”, and any other provision which by their nature would be expected to survive, continue after termination of our Agreement with you.

These T&Cs replace and control over any previous versions. The dispute resolution provision in these T&Cs, including the Class and Mass Action Waiver, and Jury Trial Waiver, controls over the dispute resolution provisions in any other contract or agreement if there is a conflict.

WHO ARE THESE T&CS WITH?

These T&Cs are between you, on behalf of yourself, your Authorized Users, any person on your account, and any person you allow to use the Services, Products, or your Device (“you”), and T-Mobile USA, Inc., our controlled subsidiaries, assignees, and agents (“us”, “we”, “our” or “T-Mobile”).

HOW DO I ACCEPT THESE T&CS?

You accept these T&Cs by doing any of the following things:

- Giving us a written or electronic signature or confirmation, or telling us orally that you accept;
- Activating, using, or paying for a Service, Product, or Device; or
- Opening a Device box.

If you don’t want to accept these T&Cs, don’t do any of these things. **By accepting these T&Cs, you agree to be bound to these terms.**

When you accept, you're telling us that you are of legal age (you are either legally emancipated or have reached the age of majority in your jurisdiction) and that you are able to enter a contract. If you accept on behalf of an organization, you're telling us that you are authorized to bind that organization, and references to "you" in these T&Cs may mean the organization.

WHAT IS INCLUDED IN THESE T&CS?

In these T&Cs, you'll find important information about:

- Our services provided to you (“Services”);
- Any equipment for which we provide Services or which we provide to you to be used with our Services, like a phone, handset, tablet, or accessory (each, a “Device”);
- Any feature, product, or solution, including any international add-ons or connective devices, that we provide to you (each, a “Product”);
- Any charges, taxes, fees, surcharges, and other amounts we charge you or that were accepted or processed through your Device (“Charges”);
- Network management practices;
- Limitations of liability;
- Resolution of disputes by individual arbitration and class action; and
- Jury trial waivers.

CAN T-MOBILE CHANGE, LIMIT, SUSPEND, OR TERMINATE MY SERVICES OR THE AGREEMENT?

Yes. Except as described below, we may change, limit, suspend, or terminate your Services or the Agreement at any time, including if you engage in any of the prohibited uses described in the Agreement, no longer reside in a T-Mobile-owned network coverage area, or engage in theft, unlawful conduct, or harassing, threatening, abusive, or offensive behavior. We also reserve the right to deny service for any of the reasons above.

If your Services, Product, or account is limited, suspended, or terminated, and then reinstated, you may be charged a fee for reconnection or restoration of service. Your account may still incur Charges during Services suspension, and you are responsible for any incurred

Charges. Under certain limited circumstances, we may also block your Device from working on our network.

If a change to the terms of our Services, Product, or Rate Plan will have a material adverse effect on you, we will provide at least 14 days' notice of the change. Your continued use of or payment for our Services or Product after the effective date of the change means you have accepted the changes. We may prohibit certain types of calls, messages, or sessions (e.g. conference and chat lines, broadcast, international, 900 or 976 calls, etc.), in our sole discretion, without further notice.

*AM I CONSENTING TO BE CONTACTED?

Yes. We may contact you on any telephone number provided to us by you for any purpose, including marketing, and in any manner permitted by law. You expressly consent to be contacted by T-Mobile for any purpose, including billing and collection, at any mailing address, T-Mobile Apps, telephone number, email address, or any other electronic address where you may be reached. You agree that T-Mobile may contact you in any manner, including pre-recorded artificial voice or an automatic telephone dialing system. You represent that all users on your account have consented to be contacted by us as described in this section. You agree that all consents provided in this section will survive cancellation of your Services and account.

HOW DO WE NOTIFY EACH OTHER?

You can contact us at www.T-Mobile.com, by calling 1-888-898-3087 or 611 from your Device, or by writing to: T-Mobile Customer Relations, P.O. Box 37380, Albuquerque, NM 87176-7380. We may deliver notices to you by mail, bill messages, phone, T-Mobile Apps (including in-app or digital banners and pop-ups), email, push notifications, chat, or other electronic means using your account information in our records.

You agree to notify us promptly if you can no longer be reached at a provided contact number or billing address. Electronic notices are considered delivered when sent, posted, or when available on your bill for viewing. Mail notices are considered delivered 3 days after mailing. For multi-line accounts, we may assign a "Primary Telephone Number" to your account for the purpose of receiving notices, as well as a "Primary Account Holder" for online account management. If you would like to change it, contact us. Your failure to provide accurate, up-to-date contact information does not excuse you from the obligation to comply with or be subject to any notices we send.

To begin arbitration or any other legal proceeding, you must serve our registered agent, Corporation Service Company, which can be contacted at 1-855-898-6293. For **Puerto Rico customers**, our registered agent is Corporation Service Company Puerto Rico, Inc. c/o RVM Professional Services, LLC A4 Reparto Mendoza, Humacao, P.R. 00791and 1-877-603-3095.

ACCOUNT AND PAYMENT INFORMATION

WHAT IS A RATE PLAN?

Your “Rate Plan” includes your Service allotments (for example, minutes, messages, or data), Charges, and other terms (including international usage, as applicable) for use on the network that exists at the time of Rate Plan activation. We may introduce new technologies, features, or services that may be included or that you can add for an additional charge. If your Rate Plan includes a price commitment, that price commitment will not extend to these new technologies, features, or services unless expressly stated otherwise. If any term in your Rate Plan conflicts with these T&Cs, the term in your Rate Plan governs.

HOW DO I GIVE OTHER PEOPLE ACCESS TO MY ACCOUNT?

Each account may have only one Primary Account Holder. However, you can allow someone to access account information and manage your account by designating them as an Authorized User. The easiest way to designate an Authorized User is through your T-Mobile Apps. An Authorized User can:

- Make changes to your account;
- Add or remove Services or Products on your account;
- Receive notices and disclosures on your behalf;
- Purchase Devices for use with our Services, including under an installment plan; and
- Incur Charges on your account.

We authenticate Authorized Users before we provide access to account information. When calling us, this requires presentation of the account PIN/passcode. You should not share your PIN/passcode, except with Authorized Users. Online, we authenticate Authorized Users with a password. Your account credentials, which include your PIN/passcode and online password, are sensitive. You should take steps to protect them. We will treat presentation of valid account credentials as authorized access to your account.

*HOW WILL I BE BILLED AND HOW DO I PAY FOR USE OF THE SERVICES?

You agree to pay all Charges we assess and bill you, or Charges that were accepted or processed through Devices and/or Products on your account, including while your Service is suspended. You agree to provide us with accurate and complete billing and tax-related information, and to report a change within 30 days of that change. You will receive an electronic paperless bill unless you request a paper bill. For no additional cost, you may update your billing preferences on T-Mobile Apps. You are responsible for preserving copies of billing statements, agreements, and any other account-related documents for your own records.

One-time or recurring Charges for Third-Party Services and Products that you purchase may be included on your T-Mobile bill. The amount and frequency of the Charges will be disclosed

at the time of purchase, and will become part of the total amount due for that or future billing cycle(s). For no additional cost, you can block third party charges from being included on your T-Mobile bill on T-Mobile Apps, or by contacting Customer Care.

You may make payments on your T-Mobile Apps, by contacting Customer Care, or by visiting a T-Mobile store. Additional Charges or fees may apply depending on where you pay and/or your payment method. We may restrict your payment methods to cashier's check, money order, or other similar secure forms of payment at any time for good reason.

AutoPay. Autopay is a free service that automatically processes payments from your designated payment method to pay your bill. Unless required by law, we will not give you additional notice or obtain additional consent from you before charging Charges to the designated payment account for Autopay. You must promptly notify us of any change in the payment method you want to use for payment. Learn more about Autopay, fees, and Charges at www.T-Mobile.com.

Out-of-Plan Charges. You may have additional fees or Charges for calls to certain numbers (e.g. conference and chat lines, radio broadcast, calling card, international, 900 and 976 calls, etc.).

Data and Voice Airtime Usage. Data service may be included in your Rate Plan or Products, or you may be charged for data usage on a pay-per-use basis (each, a "Data Plan"). Your Rate Plan and/or Data Plan will contain more information about how we calculate data usage. You can check your current data usage on T-Mobile Apps, or by using a short code from your device, as described on www.T-Mobile.com. If you do not have a Data Plan, your Device may not be able to access data services.

For voice calls, airtime usage is measured from the time the network begins to process a call (before the phone rings or call is answered) through call termination (after you hang up). We round up any fraction of a minute to the next full minute. Depending on your Rate Plan, data usage may be rounded at the end of each data session, at the end of your billing cycle, and/or when you switch data plans. You may be charged for more than one call/message when you use certain features resulting in multiple inbound or outbound calls/messages (such as call forwarding, call waiting, voicemail, conference calling, and multi-party messaging). You will be charged for text, instant or picture messages, and email whether read or unread, sent or received, solicited or unsolicited.

Although we use filters to block spam calls and messages, we do not guarantee that you will not receive spam or other unsolicited messages. Additional blocking options are available at www.T-Mobile.com.

Most usage and Charges incurred during a billing cycle will be included in your bill for that cycle. Some usage and Charges may be delayed to a later billing cycle, which may cause you to exceed Rate Plan allotments in a later billing cycle. Unused Rate Plan allotments expire at the end of your billing cycle. You may be billed additional Charges for certain Products and Services. Charges for Wi-Fi usage may vary; see your Rate Plan for more details.

Governmental Taxes and Fees. You agree to pay all taxes and fees imposed by governmental entities. Taxes and fees may change from time to time without notice. To determine taxes and fees, we use the street address you identified as your Place of Primary Use ("PPU"). You may update your PPU as needed for each line of service. If the tax laws require use of a different address, then we utilize the best information available to us to determine the correct address. If you did not identify the correct PPU, or if you provided an address, such as a PO Box, that is not a recognized street address, does not allow us to identify the applicable taxing jurisdiction(s), or does not reflect the service area associated with your telephone number, you may be assigned a default location for tax purposes. The PPU for **Puerto Rico customers** must be in Puerto Rico. Except as may be otherwise

required by law, if you dispute your PPU or the location we assigned you, and the resulting taxes or fees applied on your bill, you must request a refund of the disputed tax or fee within 60 days of the date of your bill containing such tax or fee. Any potential refund of disputed taxes or fees due to location will be offset by taxes and fees that are due at your corrected location.

Surcharges. You agree to pay all surcharges applicable to your Rate Plan. Surcharges are not mandated or imposed on you by law, they are T-Mobile Charges that are determined, collected, and retained by us. The components and component amounts of the Surcharges are subject to change without notice. Surcharges include charges, costs, fees, and certain taxes that we incur to provide Services (and are not government taxes or fees imposed directly on our customers). Examples include general and administrative fees (such as certain costs we have already incurred or will incur to provide Service), as well as governmental-related assessments (such as Federal or State Universal Service fees, regulatory or public safety charges, environmental fees, and gross receipts taxes). Surcharges billed to you may vary depending on the type of Service, the Rate Plan, and your PPU. Surcharges may change from time to time without notice regardless of any price-related promotion (and subject to our 14-day notice policy if changes to your Service or Rate Plan will have a material adverse effect on you). Surcharges will apply whether or not you benefit from the programs, activities, or services included in the Surcharge. When Surcharges are assessed in connection with your Service, you can find the Surcharges detailed in the “T-Mobile Fees and Charges” section of your bill.

Other Fees. We may charge activation, connection, prepayment, reactivation, program, or other fees to establish, connect, change, or maintain Services. Certain transactions may also be subject to a charge (for example, convenience payment, changing phone numbers, handset upgrades, etc.). We will notify you if any of these fees apply to your requested transaction.

WHAT IF I DON’T PAY ON TIME?

You are responsible for all Charges incurred through the end of, or resulting from, your Service term, including for periods where your Service is suspended for non-payment. Charges may not be prorated while your Service is suspended. If we accept late or partial payments, you must still pay us the full amount you owe, including late fees. If your account is unpaid or otherwise not in good standing, your Services may be reduced, suspended, or terminated.

We may charge a late fee of up to the highest amount allowed by law if you do not pay by your due date. If your payment is returned to us as not payable, we will charge a returned payment fee at the highest amount allowed by law. We will not honor limiting notations you make on or with your checks.

You and we each agree that if you fail to timely pay amounts due, we may assign your account for collection, and the collection agency may pursue, in small claims court, claims limited strictly to the collection of the past due amounts and any interest or costs of collection permitted by law or the Agreement. If we refer your account to a third party for collection, you will be assessed and owe that collection fee at the time of the referral to the third party.

Late payment, non-payment and/or collection fees are intended to be a reasonable advance estimate of our actual costs resulting from late payments and non-payments by our customers; these costs are not readily ascertainable and are difficult to predict or calculate at the time that these fees are set. Returned payment fees and collection fees are calculated as

a percentage of the amount due to the extent permitted, or not otherwise prohibited, by applicable law.

*WHAT HAPPENS IF I CANCEL MY SERVICES?

As the Un-Carrier, we did away with annual service contracts. You are free to go, although we'd be sad to see you leave. Your Services and subscriptions continue until you cancel them, which you may need to do by contacting us. You are responsible for all Charges incurred through the end of, or resulting from, your Service term, including Charges covering periods where your Service is suspended. In most instances, this is the close of your then-current billing cycle. Your Service will be deactivated immediately once you port your number to another carrier, though you will still be charged for a full billing cycle. If you cancel a Service, it may affect your other agreements, Services, or subscriptions with us, and accelerate your payments under equipment installment plans or lease agreements.

If your account has a credit balance due to overpayment after you cancel your Services and after final account reconciliation is complete, we will attempt to refund the eligible credit to your payment method. If a refund cannot be processed back to your payment method, we may issue the refund in another form. If your final eligible credit balance is less than $1.00, we will refund it only upon your request.

*DOES T-MOBILE CHECK MY CREDIT?

Yes. We check your credit for many of our products and services. We may get information about your credit history from credit reporting agencies and from other third parties, which may affect your credit rating, in connection with your application for a Product or Service, and to review or collect on your account. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

AM I REQUIRED TO MAKE A DEPOSIT?

We may require you to make a deposit or prepayment for Services. We may apply deposits, payments, or prepayments on any order to any amounts you owe us on any account. This deposit is refundable and will be applied as a credit to your account along with interest as may be required by law.

WHAT ADDITIONAL TERMS APPLY FOR PREPAID CUSTOMERS?

These T&Cs apply to T-Mobile prepaid customers. You can use our prepaid Service by having an active prepaid plan. If you have an active plan, you can access the Service only during the designated period. Prepaid Service automatically activates 90 days after purchase unless you activate earlier. Your Service is suspended when your prepaid plan expires. Monthly plan features are available for one calendar month. We will notify you of any changes to your service cycle or other account dates. Your monthly plan renews automatically if your account balance is sufficient to cover the next cycle before it starts. Otherwise, your Service is suspended. If you do not reinstate prepaid Service within the required period, your phone number will be reallocated. See your Rate Plan for Charges and the time period that Services are available after activation of your account balance. Prepaid Service is non-refundable (even if returned during the cancellation period), and no compensation will be given for unused airtime and/or data balances, lost or stolen prepaid cards, or coupons. You will not have access to detailed usage records or receive monthly bills. Our prepaid Service coverage map may be found at prepaid.T-Mobile.com and differs from our postpaid Service coverage.

*HOW CAN I DISPUTE MY CHARGES?

If you have any questions about your bill or want to dispute any Charges, please contact us by visiting www.T-Mobile.com, calling 888-898-3087 or 611 from your Device, or writing to T-Mobile Customer Relations, P.O. Box 37380, Albuquerque, NM 87176-7380. If this does not resolve your issue, please notify us in writing. Unless otherwise provided by law, you must notify us in writing of any dispute regarding your bill or Charges to your account within 60 days after the date you first receive the disputed bill or Charge. If you don't, you may not pursue a claim in arbitration or in court. If you accept a credit, refund, or other compensation or benefit to resolve a bill dispute or Charge, you agree that the issue is fully and finally resolved, and T-Mobile shall be released from all liability regarding the dispute. Unless otherwise provided by law, you must remit payment on any disputed Charges until the dispute is resolved.

Puerto Rico customers. You may contact us at www.T-Mobile.com, by calling 1-888-898-3087 or 611 from your Device, or by writing to us at: T-Mobile Customer Relations, P.O. Box 37380, Albuquerque, NM 87176-7380. Unless required by law or these T&Cs, you must notify us of billing disputes no later than 20 days from the date the bill was sent to you. If you don't, you may not pursue a claim in arbitration or with the Puerto Rico Telecommunications Bureau. We will provide you with a determination regarding the billing dispute within 20 days after we receive it. You will then have 20 days from the date the notice is mailed to request a reconsideration. If the payment is not made or has not been objected to within the period of 20 days, T-Mobile may suspend or disconnect and cancel the service(s). Objection to a charge does not relieve you of your obligation to pay uncontested charges. If you do not agree with the outcome of the objection, you may request a review from the Puerto Rico Telecommunications Bureau (NET) within thirty (30) calendar days from the date of notification of the outcome of the claim by calling 1(866) 578-5500, 787-722-8606, or 787-756-0804. You can also send an email to: querellasnet@jrsp.pr.gov or you can send a letter or visit the NET offices in person: NET Complaint Division, 500 Ave. Roberto H. Todd (Pda. 18, Santurce), San Juan PR 00907-3941. You must send us a copy of your petition to: B-7 Tabonuco Street, Suite 700, Guaynabo, Puerto Rico 00968-3349, Attn: Legal Affairs Director.

DISPUTE RESOLUTION

*HOW DO I RESOLVE DISPUTES WITH T-MOBILE?

By accepting these T&Cs, you are agreeing to resolve any dispute with us through individual binding arbitration or small claims dispute procedures, and to waive your rights to a jury trial and to participate in any class action suit. See the “How can I dispute my charges?” section for details on the billing dispute process.

Individualized Dispute Resolution and Arbitration. **YOU AND WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ALL CLAIMS AND DISPUTES BETWEEN YOU AND T-MOBILE WILL BE RESOLVED BY**

INDIVIDUAL BINDING ARBITRATION OR IN SMALL CLAIMS COURT. THIS INCLUDES, BUT IS NOT LIMITED TO, CLAIMS AND DISPUTES IN ANY WAY RELATED TO OR CONCERNING THE AGREEMENT, OUR PRIVACY NOTICE, PRIVACY OR DATA SECURITY PRACTICES, OUR SERVICES, DEVICES, OR PRODUCTS, AND BILLS OR CHARGES. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR MUST FOLLOW THIS AGREEMENT AND RELEVANT SUBSTANTIVE LAW, MUST ENFORCE APPLICABLE STATUTES OF LIMITATION, DEFENSES, AND PRIVILEGES, AND CAN AWARD, ON AN INDIVIDUAL BASIS, THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS’ FEES).

This includes any claims against other parties relating to Services, Products, or Devices provided or billed to you (such as our suppliers, dealers, authorized retailers, or third party vendors) whenever you also assert claims against us in the same proceeding. You and we each also agree that the Agreement affects interstate commerce so that the Federal Arbitration Act and federal arbitration law, not state law, apply and govern the enforceability of this dispute resolution provision (despite the general choice of law provision set forth below).

For Puerto Rico customers, references to "small claims court" should be understood to mean the Puerto Rico Telecommunications Bureau for matters within the jurisdiction of said agency.

For all disputes or claims you have, you must first give us an opportunity to resolve your claim by sending a written description of your claim ("Notice of Dispute") to the address provided in the “How Do We Notify Each Other” section. The Notice of Dispute must contain enough information for us to identify your account and attempt to resolve your claim, including (a) the name of the T-Mobile account holder; (b) billing account number; (c) the mobile telephone number at issue; (d) a written description of the problem, relevant documents and supporting information; and (e) a good faith calculation of the damages you claim to have suffered and a statement of the specific relief you are seeking. You may be represented by an attorney or other person in that process. However, if you choose to do so, you must also submit a signed written authorization with your Notice of Dispute that allows us to discuss your account with your attorney or other representative. Similarly, if we have any dispute with you, we will send a Notice of Dispute to your billing address. You and we each agree to negotiate any claim(s) between us in good faith. You and we each agree that neither of us may commence any arbitration or court proceeding unless you and we are unable to resolve the claim(s) within 60 days after receipt of the Notice of Dispute, provided the party who sent the Notice of Dispute has made a good faith effort to resolve the claim during that time.

If we are unable to resolve any claims within 60 days despite those good faith efforts, then either you or we may start arbitration or small claims court proceedings. To begin arbitration, you must send a letter requesting arbitration and describing your claim to our registered agent (see the “How Do We Notify Each Other” section) and to the American Arbitration Association (“AAA”). The arbitration of all disputes will be administered by the AAA

under its Consumer Arbitration Rules in effect at the time the arbitration is commenced, except to the extent any of those rules conflict with these T&Cs, in which case these T&Cs will govern. The AAA rules are available at www.adr.org.

If the claims asserted in any request or demand for arbitration could have been brought in small claims court, then either you or we may elect to have the claims heard in small claims court, rather than in arbitration, at any time before the arbitrator is appointed, by notifying the other party of that election in writing. Any dispute about whether a claim qualifies for small claims court will be resolved by that court, not by an arbitrator. In the event of any such dispute, the arbitration proceeding will remain closed unless and until the small claims court issues a decision that the claim should proceed in arbitration.

The arbitration of all disputes will be conducted by a single arbitrator, selected using the following procedure: (a) the AAA will send the parties a list of five candidates; (b) if the parties cannot agree on an arbitrator from that list, each party shall return its list to the AAA within 10 days, striking up to two candidates, and ranking the remaining candidates in order of preference; (c) the AAA shall appoint as arbitrator the candidate with the highest aggregate ranking; and (d) if for any reason the appointment cannot be made according to this procedure, the AAA may exercise its discretion in appointing the arbitrator. All arbitrators appointed pursuant to this process are subject to the disclosure and disqualification procedures set forth in the AAA rules and any applicable state laws or rules.

Payment of all filing, administration, and arbitrator fees will be governed by the AAA rules. If you initiate an arbitration, you are required to pay AAA's initial filing fee, but we will reimburse you for the difference between that fee and the fee for filing a complaint in a federal or state court in your county (or parish) of residence, if any, when the arbitration ends. However, if the arbitrator finds that either the substance of your claim or the relief sought was frivolous, or that your claim was brought for an improper purpose (as measured by the standards in Federal Rule of Civil Procedure 11(b)), then we will not reimburse your initial filing fee and may seek an award of our legal fees or costs against you and/or your counsel. These T&Cs authorize the arbitrator to award fees or other sanctions against your counsel. Any facts, evidence, documents, or testimony introduced or produced in an arbitration proceeding may be used only in that proceeding and may not be disclosed, introduced, or used in another arbitration proceeding even if it involves the same or similar claims. We each also agree that the arbitrator will not be bound by rulings in any prior arbitrations not involving the same parties, even if they involved the same or similar claims.

The arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief and attorneys' fees. If you seek injunctive or declaratory relief, you agree that the arbitrator may award injunctive or declaratory relief in favor of you alone, and only to the extent necessary to resolve your individual claim.

The arbitrator will have the power to rule on their own jurisdiction, including any issues concerning the existence, validity, or scope of either the Agreement or the arbitration clause, and whether any claim is subject to arbitration. Notwithstanding the foregoing, (1) any dispute about whether a claim qualifies for small claims court will be resolved by that court, not by an arbitrator; and (2) a court will have the authority to determine whether the parties have complied with the informal dispute resolution procedures set out in these T&Cs and whether any claim you or we have filed in arbitration or in court is inconsistent with the Class and Mass Action Waiver included in these T&Cs.

Class and Mass Action Waiver. **YOU AND WE EACH AGREE THAT ANY PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS, REPRESENTATIVE, MASS, OR CONSOLIDATED ACTION (THE "CLASS AND MASS ACTION WAIVER")**. In any action between you and us, if a court or an arbitrator determines that any part of this arbitration provision or Class and Mass Action Waiver is unenforceable with respect to any claim,

remedy, or request for relief, then the arbitration provision and Class and Mass Action Waiver will not apply to that claim, remedy, or request for relief. But the arbitration provision and Class and Mass Action Waiver will still apply to all other claims, remedies, and requests for relief that you or we may assert in that or any other action. In any such case, you and we agree that we will arbitrate all claims, remedies, and requests for relief subject to individual arbitration first, and that any remaining unresolved claims, remedies, or requests for relief may be pursued in court only after the arbitrator's award has been issued. In any such proceeding, the arbitrator's factual findings will not be entitled to deference by the court.

Jury Trial Waiver. If a claim proceeds in court rather than through arbitration, **YOU AND WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.**

*WHAT LAW APPLIES TO THESE T&Cs?

The Agreement is governed by the Federal Arbitration Act, applicable federal law, and the laws of the state or jurisdiction in which your billing address in our records is located, without regard to the conflicts of laws rules of that state or jurisdiction. Foreign laws do not apply. Arbitration or court proceedings must be in the county and state or jurisdiction in which your billing address in our records is located, but not outside the U.S. or Puerto Rico.

*ARE THERE ANY WARRANTIES?

Generally, no. Except for any written warranty that may be provided with a Device you purchase from us, and to the extent permitted by law, the Services, Products, and Devices are provided on an "as is" and "with all faults" basis and without warranties of any kind. We make no representations or warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, such as for security or authentication purposes, about our Services, Products, or Devices. While we strive to protect customer accounts, we do not guarantee security. You accept responsibility if you use our Services or Product as a means of security or authentication for other accounts. For more information about online safety and cybersecurity, visit www.TMobile.com. We can't and don't promise uninterrupted or error-free Services and don't authorize anyone to make any warranties on our behalf. We do not guarantee that your communications will be private or secure; it is illegal for unauthorized people to intercept your communications, but such interceptions can occur. This doesn't deprive you of any warranty rights you may have against anyone else.

*ARE THERE LIMITATIONS ON LIABILITY?

Yes. To the extent permitted by law, you and we each agree to limit claims for damages, or other monetary relief against each other to direct and actual damages regardless of the theory of liability. This means that neither of us will seek any indirect, incidental, special, consequential, treble, or punitive damages from the other.

Additionally, we are not liable for damages arising out of unauthorized access or changes to your account, Services, Products, or Devices, or the use of your account, Services, Products, or Devices by you or by others to authenticate, access, use, or make changes to any third party accounts, including financial, cryptocurrency, and social media accounts. This limitation and waiver also apply to any claims you may bring against any other party to the extent that we would be required to indemnify that party for such claim. You agree we are not liable for problems caused by you or a third party, by any act of nature, or other event outside our reasonable control, or by any unlawful activity by someone unrelated to T-Mobile. You also agree we aren't liable for missed or deleted voicemails, text, or other messages, for any information (including pictures) that gets lost or deleted if we work on your Device, or for failure or delay to connect a call or text to 911 or any other emergency service. To the extent permitted by law, you and we each also agree that an arbitration or court proceeding must commence within two (2) years of the date the claim arises.

To the fullest extent permitted by law, T-Mobile shall not be liable for any direct or indirect damage to real or personal property arising out of installation, maintenance, or removal activities, except to the extent caused by our gross negligence or willful misconduct. This includes damage to walls, floors, wiring, landscaping, or other physical structures affected during the installation process.

We and any third party providing Services are not responsible for any damage, delay, interruption, or other failures to perform resulting from: (a) providing or failing to provide Services, including, but not limited to, interruptions, delays, deficiencies, or other problems with a Device or network coverage; (b) traffic or other accidents, or any health-related claims relating to our Services, Products, or Devices, (c) an interruption, delay, or failure in accessing or attempting to access emergency services from a Device;

(d) interrupted, delayed, failed, or inaccurate location information services; (e) information or communication that is blocked by a spam filter; (f) damage to your Device or any computer or equipment connected to your Device, or damage to or loss of any information stored on your Device, computer, equipment, or storage space from your use of Services or from viruses, worms, or downloads of malicious content, materials, data, text, images, video, or audio; or (g) anything beyond our control, including acts of God, riot, strike, pandemic, epidemic, war, terrorism, or government orders or acts.

Services, Products, and Devices are not represented as fail-safe and are not designed for use in situations where error-free or uninterrupted Services is essential. You expressly assume the risk of any damages from high-risk activities involving vital communications in which an error or interruption in the Services could lead to material injury to business, persons, property, or the environment.

WE ARE NOT PUBLISHERS OF THIRD PARTY INFORMATION, APPLICATIONS, SERVICES, OR OTHER CONTENT, AND ARE NOT RESPONSIBLE OR LIABLE FOR ANY OPINIONS, ADVICE, STATEMENTS, INFORMATION, SERVICES, OR GOODS PROVIDED BY THIRD PARTIES. See "Can I download and use Software and Third-Party Services and Products on my Device?" for additional information.

*AM I REQUIRED TO INDEMNIFY T-MOBILE?

Yes. You agree to defend, indemnify, and hold us and our directors, officers, and employees harmless from any claims arising out of use of the Services, Products, or Devices, breach of the Agreement, or violation of any laws or regulations, or the rights

of any third party by you, any person on your account, and any person you allow to use the Services, Products, or Devices.

USING OUR NETWORK

WHAT FACTORS MAY AFFECT MY SERVICE?

Outages and interruptions in Service may occur, and speed of Service varies. Your actual Service area, network availability, coverage, and quality may vary based on several factors, including your selected service, network capacity, terrain, weather, if you are on a private or public Wi-Fi network, or if you are using either a non-T-Mobile device or an incompatible device. Devices also have varying speed capabilities and may connect to different networks depending on technology. Please check our coverage maps, which approximate our anticipated coverage area outdoors. Even within coverage areas with broadband capable devices, network changes, traffic volume, outages, technical limitations, signal strength, obstructions, weather, public safety needs, and other conditions may impact speeds and service availability. You agree that we are not liable for problems relating to Service availability or quality.

Your Services are subject to network management practices aimed at optimizing network experience and allowing customers to choose the type of service that best fits their needs. We may use data prioritization and video optimization to manage data usage on the network to reduce the risk of significant service impacts. This may result in noticeable changes to your experience, especially during times of congestion.

The network management practices for your Service can be found in your Rate Plan and our Open Internet policy, located at www.T-Mobile.com/OpenInternet. These practices may change at any time without notice to protect our network, manage network performance, and meet customer needs.

*CAN I ROAM ON MY DEVICE?

Domestic Roaming. Your Device may connect to another provider's cellular network ("Off-Net") even when you are within the T-Mobile coverage area. Check your Device to determine if you are Off-Net. We may limit or terminate your Service for excessive Off-Net usage.

International Roaming & Dialing. International roaming and dialing availability and options vary by Rate Plan and Device. You may be charged international rates (including for voice calls, voicemails, and data use) while roaming internationally, or while making and sending international calls and messages from the U.S. (including Puerto Rico). Charges include per-minute rates for calls, and the relevant data rates for data usage. You may be charged for incoming calls and the routing of those calls to voicemail, even if no message is left. Rates and rounding increments vary by country. Information on roaming availability, international access, rates, services, and coverage are available at www.T-Mobile.com. While roaming internationally, your data speed may be slower, and your Service may be limited or terminated without notice. It's your responsibility to comply with U.S. Export Control laws and regulations, and foreign import laws and regulations when traveling abroad with your Device.

CAN I DOWNLOAD AND USE SOFTWARE AND THIRD-PARTY SERVICES AND PRODUCTS ON MY DEVICE?

Yes. You may download and use software, interfaces, documentation, data (collectively, "Software"), and content, applications, and other services, or products, including voice applications, that are not provided by T-Mobile (collectively, "Third-Party Services and Products") on your Device. Those Third-Party Services and Products may work differently than services and products offered by us, or may not work at all, and you use them at your own risk. Third-Party Services and Products may require your agreement to a license or other terms with the third party. Some Third-Party Services and Products may contact our network through your Device without your knowledge, which may result in additional Charges (e.g., while roaming internationally).

Your download or use of Software, or Third-party Services and Products, may cause certain calling or messaging functionality, including 911, E911, and text to 911, to work differently than services offered by us, or to not work at all. Please review all terms and conditions before using Third-Party Services and Products because we are not responsible for the availability or reliability of 911 calls or texts to 911 messages, or if inaccurate location information is provided to the 911 communications center. We cannot assure you that if you place a 911 call or text you will be found. See the "911 and Emergency Information" section for additional details related to 911 calls and texts.

We are not responsible for any issues related to downloading, installing, using, or accessing content and applications or Third-Party Services and Products, even if Charges for these appear on your T-Mobile bill. You are responsible for maintaining virus and other Internet security protections when accessing Third-Party Services and Products.

DO YOU OFFER PARENTAL CONTROLS?

Yes. We offer services that help you to monitor, filter, or restrict internet access to minors. See www.TMobile.com for details.

*WHAT ARE THE PROHIBITED USES FOR MY DEVICES, PRODUCTS, AND SERVICES?

Our wireless network is a shared resource, which we manage for the benefit of all our customers. Unless explicitly permitted by your Rate Plan or Data Plan, you will not use or allow third parties to use your Services, Products, or Devices in a way that we determine:

- Uses a repeater or signal booster other than one we provide to you;
- Compromises network security or capacity, degrades network performance, uses malicious software or "malware", hinders other customers' access to the network, or otherwise adversely impacts network service levels or legitimate data flows;

- Uses applications that automatically consume unreasonable amounts of available network capacity;
- Uses applications which are designed for unattended use, automatic data feeds, automated machine-to-machine connections, or applications that are used in a way that degrades network capacity or functionality;
- Misuses the Services, including "spamming" or sending abusive, unsolicited, or mass automated communications;
- Accesses the accounts, devices, products, equipment, data, or servers of others without authority, or employs password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, port scanning, or Trojan Horse programs;
- Results in more than 50% of your voice or data usage being Off-Net for any 2 billing cycles within any 12-month period;
- Results in unusually high usage (meeting the definition of a heavy data user for your Rate Plan) and the majority of your data usage being Smartphone Mobile HotSpot (tethering) usage for any 3 billing cycles within any 6-month period;
- Uses a fixed wireless device (provided for use in a fixed location) at a location or address other than the one provided at activation;
- Resells the Service, either alone or as part of any other good or service;
- Tampers with, reprograms, alters, or otherwise modifies your Device to circumvent any of our policies or violate anyone’s intellectual property rights;
- Uses the Service to distribute any malware, spyware or other harmful content, engage in denial of service attacks, or to attempt to harvest email addresses or personal information of others;
- Causes harm or adversely affects us, the network, our customers, employees, business, or any other person;
- Uses the Service for any fraudulent, malicious, or unlawful purpose;
- Conflicts with applicable law;
- Is not in accordance with or violates the Agreement; or
- Attempts, assists, or facilitates anyone else in any of the above activities.

If you use your Services, Products, or Devices in any of the above ways, we may suspend or terminate your account and Service at any time. Failure to suspend or terminate your account or Service is not a waiver of those rights. We also reserve the right to deny service for any of the reasons above.

911 AND EMERGENCY INFORMATION

ARE THERE LIMITS TO 911 ACCESS?

YES. PLEASE CAREFULLY READ THE INFORMATION BELOW. IT CONTAINS IMPORTANT INFORMATION REGARDING LIMITATIONS OF 911 FUNCTIONALITY. YOU ACKNOWLEDGE THESE LIMITATIONS AND AGREE TO SHARE THESE LIMITATIONS WITH ANYONE WHO MAY USE THE SERVICE TO PLACE CALLS OR SEND TEXTS. 911 services are provided by state and local government. If you are outside the U.S. or Puerto

Rico, you may have to dial a different number than 911 to call emergency services. Our handsets are capable of making 911 calls in the United States and Puerto Rico, and 911 access on traditional cellular networks is available to customers regardless of your Rate Plan. The handset must have battery power and network connectivity to complete a 911 call. In some cases, 911 communications center operators may not know your phone number or location, so you should be prepared to provide this information. Because a number of factors can impact a 911 operators' ability to locate you – including the providers' cell signal, your specific device, third party call routing, local topography, operator equipment, etc. – T-Mobile cannot assure you that your location will be automatically sent when calling 911 or that you will be connected to the nearest public safety agency. If you are porting a phone number to or from us, we may not be able to provide you with some Services, such as 911 location services while the port is in process.

WHAT OTHER MEANS OF CONTACTING 911 DO I HAVE AS A T-MOBILE CUSTOMER?

Text-to-911. Text-to-911 service may be available in some locations depending on the local 911 communications center's ability to receive text messages. Text-to-911 may not be available while roaming on another provider's network.

VOIP. Some of our voice services, like Wi-Fi calling, utilize Voice over Internet Protocol ("VoIP") technology. Before using these services, you must provide us with the primary street address at which the VoIP service will be used ("Your E911 Registered Address"). If you call 911 using these services, we may transmit Your E911 Registered Address to the 911 communications center that answers the call, and it may be used to help emergency responders locate you. **You agree to update Your E911 Registered Address before you use your T-Mobile VoIP service or Wi-Fi Calling service at a different location**. You can update Your E911 Registered Address by accessing your T-Mobile Apps or by contacting Customer Care. If you use a VOIP service to call 911 from a location other than Your E911 Registered Address, you must provide the 911 operator with your location and phone number when placing a call. VoIP telephony and Wi-Fi calling are fundamentally different from traditional telephone service, and have inherent limitations, and may be unavailable or limited in some circumstances, including:

- If used in a location other than at Your E911 Registered Address;
- If there is a problem with the Wi-Fi or broadband network being used, like network congestion, power failure, technical problems, or during system updates or upgrades;
- If you use a non-native telephone number; or
- If you lose electrical power.

Whenever possible, use a cellular connection to make any 911 calls. Please visit www.T-Mobile.com to learn more about 911 and emergency services.

TTY and RTT Calls to 911. Calls to 911 from a TTY will not work when using Wi-Fi Calling or Voice over LTE (VoLTE). If you cannot make a voice call to 911, we recommend that you use an internet-based Telecommunications Relay Service such as Video Relay Service, IP Relay Service, or IP Captioned Telephone Service. Our Real-Time Text ("RTT") technology is also available on our network and can be used on select devices to contact 911. For more information about TTY and RTT, visit www.T-Mobile.com.

Satellite Coverage. Supplemental wireless service using satellites may be available for some customers with qualifying rate plans and Devices. Voice calling is not currently available via satellite and 911 communications are limited to text. 911 service over satellite may not be available or may be limited compared to traditional 911 service, including (a) delay in connecting or delivering messages, (b) inability to determine your location and telephone number, (c) satellite connection issues, or (d) when moving into or out of terrestrial coverage. Some satellite 911 communications may be delivered to a national emergency call center, rather than a local 911 operator which can delay notification to local authorities.

DOES T-MOBILE PARTICIPATE IN THE WIRELESS EMERGENCY PROGRAM?

Yes. T-Mobile broadcasts Wireless Emergency Alert messages within portions of its network. This allows federal, state, and local government agencies to send alerts about emergencies to wireless customers in specially defined geographic areas. Wireless alert capable handsets with appropriate notification settings are required for the service. There is no additional charge for these Wireless Emergency Alerts. For details about our Wireless Emergency Program and our Emergency Notice, visit www.T-Mobile.com.

INFORMATION ABOUT YOUR DEVICE

WHAT SHOULD I KNOW ABOUT MY T-MOBILE DEVICE?

We may remotely install or change Software, systems, applications, features, or programming on your Device without notice upon activation or at other times. These changes may impact how you use your Device and could affect or erase stored data. You will not be able to use your Device when installing changes, even for emergencies. A device that works on one carrier's network may not be technologically compatible with another carrier's network. If you are switching service providers and wish to use your device with another wireless carrier, visit our Unlocking Policy at www.T-Mobile.com.

Your Device may contain sensitive or personal data. We are not responsible for any information on your Device. At all times, you should remove or otherwise safeguard any sensitive or personal data when your Device is out of your possession or control including, but not limited to, when you relinquish, exchange, return, or recycle your Device. You agree that our employees, contractors, and vendors may access all information when you provide your Device to us.

*DO I OWN THE DEVICE SOFTWARE?

No. Your Device's Products and Software, which includes Third-Party Services and Products, as each may be updated, modified or enhanced, is licensed, not sold, to you by us, our licensors, and third parties. You may only use the Products and Software as authorized by the applicable license. Each license is limited to you for your personal, lawful, and non-commercial use on your Device only.

Except as permitted by applicable law, you may not assign, transfer (including to another Device), sublicense, copy, reproduce, redistribute, resell, modify, decompile, attempt to derive the source code of, create derivative works of, reverse engineer all or any part of the Products or Software, or alter, disable, or circumvent any digital rights management security features embedded in the Services, Products, Software, and Third-Party Services and Products. You agree that the Services, Products, Software, and Third-Party Services and Products contain proprietary content and information owned by us, our licensors, and/or other third parties. We, our licensors, and such other third parties reserve the right to change, suspend, terminate, remove, impose limits on the use or access to, or disable access to, the Services, Products, Software, and Third-Party Services and Products at any time without notice and will have no liability for doing so. You agree that your violation of a license harms us, our licensors, and/or other third parties, that this harm cannot be fully redressed by money damages, and that we, our licensors, and such other third parties shall be entitled to immediate injunctive relief in addition to all other remedies available.

*WHAT HAPPENS IF MY DEVICE IS LOST OR STOLEN?

Contact us immediately if your Device is lost or stolen because you may be responsible for additional Charges incurred over your Rate Plan before you notify us. You will remain responsible for all Charges incurred even if you suspend your Service. You are not liable for Charges you did not authorize, however, the fact that your Device or account was used is evidence of authorization. You agree to cooperate with us and provide information if we investigate any unauthorized Charges. We will credit your account for charges we determine are unauthorized. If we determine the Charges were authorized, we will inform you within 30 days, and you will remain responsible for the Charges. We may prevent a lost or stolen Device from registering on our and other networks.

*ANYTHING ELSE?

Yes! Here are some additional terms that apply:

ENFORCEMENT OF OUR RIGHTS. If we don’t enforce our rights under the Agreement in one instance, it doesn’t mean we won’t or can’t enforce them in another instance.

HEADINGS. The division of these T&Cs into sections, and the insertion of headings, are for convenience of reference only and will not affect the construction or interpretation of these T&Cs.

SEVERANCE. If any part of the Agreement is held invalid, then that part may be severed from the

Agreement to the extent permitted under applicable law, and the remainder of the Agreement will remain in full force and effect.

ASSIGNMENT. You can't assign or transfer the Agreement or any of your rights or duties under it without our written consent. We may assign

or transfer all or part of the Agreement, or your debts to us, without notice. You understand that the assignment or transfer of all or any part of the Agreement, or your debt will not change or relieve your obligations under the Agreement.

THIRD PARTIES. The Agreement isn't for the benefit of any third party, except our parent companies, affiliates, subsidiaries, agents, and predecessors and successors in interest.

ENTIRE AGREEMENT. The Agreement is the entire agreement between you and us regarding the rights you have with respect to your Service, except as provided by law. You cannot rely on any other documents or statements by any sales or service representatives or other agents to modify the terms of the Agreement.

ENGLISH VERSION CONTROLS. The original version of the Agreement is in English. To the extent there are conflicts between the English version and any other language version, the English version will control.

DMCA NOTICE. Our DMCA notice procedure is described at: www.t-mobile.com/responsibility/legal/copyright (http://es.t-Mobile.com/responsibility/legal/copyright for our Spanish website). Our Designated Agent is Copyright Agent, 12920 S.E. 38th Street, Bellevue, WA 98006; copyrightagent@t-mobile.com; phone: 425-383-4000. There are substantial penalties for sending false notices. It is our policy, in appropriate circumstances and in our sole judgment, to limit, suspend, or terminate the Service of any subscriber, account holder, or user who is deemed to be a repeat infringer of copyrights.

Connect with T-Mobile

English Español

Contact us

Contact information

Check order status

View return policy

Get a rebate

Find a store

Trade-in program

Support

Device support

Questions about your bill

Plans & services

Activate your prepaid phone or device

Refill your prepaid account

International rates

T-Mobile Wireless

Cell phone plans

Cell phones

Phone & device deals

5G & 4G coverage map

How to switch

T-Mobile for Business

Business plans

Internet of Things

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EXHIBIT B

Ellis & Gerwer Arbitration Demand

AMERICAN ARBITRATION ASSOCIATION®

CONSUMER ARBITRATION RULES
DEMAND FOR ARBITRATION

Complete and file this form to start arbitration under an arbitration agreement in a consumer contract.

Consumer		
Name of Consumer: Carrie Ellis (Account Holder) & Alexander Gerwer (Authorized User & Claimant)		
Address: 4245 Heather Road (Billing Address on file: 5050 E 2nd St Unit 13092)		
City: Long Beach	State: California	Zip Code: 90808
Telephone: (619) 885-4841	Email Address: asg_akn@yahoo.com	
Representative's Name (if known): Self-Represented (In Pro Per)		
Firm (if applicable):		
Representative's Address:		
City:	State: Select...	Zip Code:
Telephone:	Email Address:	

Business		
Name of Business: T-Mobile USA, Inc.		
Address: Legal Department (Attn: Brisa I. Wolfe, Managing Corporate Counsel), 12920 SE 38th Street		
City: Bellevue	State: Washington	Zip Code: 98006
Telephone: (425) 403-1520	Email Address: Brisa.Wolfe7@T-Mobile.com(CC: casefiling@t-mobil	
Representative's Name (if known):		
Firm (if applicable):		
Representative's Address:		
City:	State: Select...	Zip Code:
Telephone:	Email Address:	

Which party is filing this arbitration case? *(check one)* ☑ Consumer ☐ Business

Mediation: If you would like the AAA to contact the other parties to attempt to arrange mediation, please check this box. ☑

Amount of Claim: $ $4,906.80 (Single dollar sign; represents base damages + treble damages under Civ. Code § 3345)

Other Relief Sought: ☑ Attorney's Fees ☑ Interest ☑ Arbitration Costs ☑ Other; explain:

Equitable Specific Performance & Individual Injunctive Relief (Rate & Hardware Restoration)

Briefly explain the dispute and each claim. You may attach additional pages if necessary:

Unilateral breach of contract, deceptive trade practices (Cal. BPC §§ 17200 & 17500), and elder financial abuse (Cal. Civ. Code § 3345) on Acco

Please describe the qualifications you would like the arbitrator(s) to have:

Experienced in telecommunications contracts, California consumer protection law (FAL § 17500, UCL § 17200, Civil Code § 3345), regulatory

Type of process being requested: ☐ Documents-Only Procedures ☑ Evidentiary Hearing

If you are requesting an Evidentiary Hearing, how would you like it to take place (check one):

☐ Virtually (online) ☑ In-Person — Locale (Location): City Long Beach State CA

Filing Fee to be paid if filed by the Consumer: $225 (unless the parties' arbitration agreement states that consumers will pay a lesser amount).

Filing Fee to be paid if filed by the Business: ☑ $600 single arbitrator ☐ $725 three-arbitrator panel

Signature (may be signed by a representative):	Date:
Alexander Lewer	September 30, 2026

Notice: To begin the arbitration process, you must provide the AAA a copy of this completed form as well as:

- A clear, legible copy of the contract containing the parties' agreement to arbitrate disputes (Please note: Parties located in California or New Jersey must submit to AAA the entire contract that contains the agreement to arbitrate);
- The proper filing fee (filing fee information is noted above and in the Costs of Arbitration section of the Consumer Arbitration Fee Schedule, which can be found at www.adr.org); and
- A copy of the court order, if arbitration is court-ordered.

Also send a copy of the completed form and any attachments to all parties and retain a copy of the form for your records.

To file online, visit **www.adr.org** and click on File a Case and follow directions. To avoid the creation of duplicate filings, please submit the filing documents and payment at the same time. When filing electronically, no hard copies are required.

To file by mail, send the initial filing documents and the filing fee to: American Arbitration Association, Case Filing Services, 120 Broadway, Floor 21 - Intake, New York, NY 10271.

Pursuant to Section 1284.3 of the California Code of Civil Procedure, consumers with a gross monthly income of less t.han 300% of the federal poverty guidelines are entitled to a waiver of arbitration fees and costs, exclusive of arbitrator fees. This law applies to all consumer agreements subject to the California Arbitration Act, and to all consumer arbitrations conducted in California. If you believe that you meet these requirements, you must submit a completed Affidavit for Waiver of Fees, available on our website.

Pursuant to New Jersey Statutes § 2A:23B-1 et seq., consumers with a gross monthly income of less than 300% of the federal poverty guidelines are entitled to a waiver of arbitration fees and costs, exclusive of arbitrator fees. This law applies to all consumer agreements subject to the New Jersey Arbitration Act, and to all consumer arbitrations conducted in New Jersey. If you believe that you meet these requirements, you must submit a completed Affidavit for Waiver of Fees, available on our website

EXHIBIT C

Ellis & Gerwer Arbitration Statement of Claim

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AMERICAN ARBITRATION ASSOCIATION

CONSUMER MEDIATION & ARBITRATION TRIBUNAL

CARRIE ELLIS (Account Holder of Record) and
ALEXANDER GERWER (Authorized User & Claimant),
Claimants,

v.

T-MOBILE USA, INC.,
Respondent.

Account No.: 948222003
Service Lines at Issue: (619) 885-4841, (562) 221-0581, (562) 673-9426, (562) 206-6109, (562) 575-7081, (562) 826-4764, (562) 230-7469, (562) 341-3862

STATEMENT OF CLAIM IN SUPPORT OF REQUEST FOR MEDIATION AND ARBITRATION

DEMAND FOR SPECIFIC PERFORMANCE, REPARATIONS, AND STATUTORY ENHANCEMENTS

Claimants Carrie Ellis and Alexander Gerwer submit this Statement of Claim against Respondent T-Mobile USA, Inc. ("T-Mobile"), setting forth the factual, contractual, and statutory basis for their demand for **Equitable Specific Performance**, permanent plan restoration, and monetary damages under California law.

I. EXECUTIVE SUMMARY

1. This dispute arises from T-Mobile's systematic, bad-faith breach of two distinct, long-term contractual rate guarantees:
    - **The 2015 "Un-contract" Lifetime Rate Guarantee** on Claimants' family voice lines.
    - **The 2024 "Price Lock" Lifetime Guarantee & Manual Headquarters Override** on Claimants' 5G Home Internet service.
2. In July 2026, T-Mobile unilaterally breached both agreements by forcing Account No. 948222003 off its grandfathered rate structures onto more expensive plan tiers, increasing monthly costs by $15.06, and unlawfully stripping contracted hardware (a Mesh Wi-Fi Extender).

3. Barely sixty (60) days later, on September 28, 2026, T-Mobile issued notice of an additional nationwide rate increase effective October 12, 2026, increasing its proprietary "Regulatory Programs & Telco Recovery Fee" by $1.00 per voice line and $0.50 per data line. This secondary price hike proves that T-Mobile's purported "5-Year Price Guarantee" is an illusory sham designed to mask continuous fee inflation.

4. Claimant Alexander Gerwer is a California senior citizen living on a fixed income, entitled to enhanced statutory protection and treble damages under **California Civil Code § 3345**.

5. Claimants have fully exhausted all contractual pre-dispute notice periods (serving formal Notices of Dispute on June 30 and August 19, 2026). While Claimants seek full monetary and treble damages, their primary and non-negotiable objective is **Equitable Specific Performance**—restoring their legacy rates and hardware, and securing an enforceable account-level lock.

II. THE CONTRACTUAL FOUNDATION

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

1. On February 20, 2015, Claimants ported their family voice lines from AT&T to T-Mobile under the "Simple Choice 2 Lines for $100 Promo" (*Exhibit A*).

2. On March 17, 2015, T-Mobile's Chief Executive Officer publicly launched "The Un-contract" (Un-carrier 9.0), establishing an explicit, binding corporate commitment:

"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. [...] our promise to individuals, families and businesses of all sizes, that — while your price may go down — it won't go up." (*Exhibit B*).

3. In direct reliance upon this unqualified public promise, Claimants remained continuous, loyal T-Mobile customers in good standing for over eleven (11) consecutive years.

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

1. In early 2024, T-Mobile directly targeted Claimants' residence with direct-mail marketing promising: *"WE WON'T RAISE YOUR INTERNET RATE. EVER."* (*Exhibit C*).

2. On June 4, 2024, Claimants enrolled in 5G Home Internet at Sam's Club Store 5B84 (7480 Carson St, Long Beach, CA). Because of initial network availability delays, T-Mobile sales

representative **Jorge Villanueva** (*Exhibit O*) placed a direct call to T-Mobile Corporate Headquarters from the store floor.

3. An authorized Headquarters representative explicitly approved and executed a **manual "soft-code" account override**, binding Account No. 948222003 to the original, perpetual $50.00/month "Price Lock" terms.

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

C. The Sam's Club In-Store Annual Perk Default

1. At the time of enrollment, T-Mobile representatives Jorge Villanueva and Netzahualpille Zamora (*Exhibit O*) provided Claimants with an official promotional document (*Exhibit P*) promising an ongoing, *"first annual $60 e-Gift card"* tied to Claimants' active Sam's Club Plus Membership.

2. The representatives provided a photocopy with the reverse-side terms deliberately omitted, verbally confirming the benefit was recurring annually. Claimants maintained continuous Plus membership, yet T-Mobile defaulted after Year 1, unlawfully withholding $60.00/year in promised benefits.

III. THE MATERIAL BREACHES & COMPOUNDING EXTRACTIONS

1. **The July 2026 Forced Migration:** On June 29, 2026, T-Mobile gave notice that Claimants' legacy plans were being "retired." In mid-July 2026, T-Mobile unilaterally altered Account No. 948222003:
    - Migrated voice lines to "Experience More with Appreciation Savings" (+$6.00/line).
    - Migrated Home Internet to "Home Internet Advanced Plus" (+$5.00/line).
    - **Hardware Theft:** Forcibly stripped Claimants' contractual right to the included Mesh Wi-Fi Extender.

2. **The July 20, 2026 Invoice:** T-Mobile billed an unauthorized **$15.06 monthly rate increase**, bringing the monthly bill to $297.91 (*Exhibit D*).

3. **The October 12, 2026 Secondary Fee Hike:** On September 28, 2026, T-Mobile issued electronic notice that effective October 12, 2026, it is unilaterally increasing its

proprietary "Regulatory Programs & Telco Recovery Fee" by **$1.00 per voice line and $0.50 per data line** (*Exhibit N*).

4. **The Fee Is Not a Tax:** Page 15 of T-Mobile's billing statement explicitly admits: *"These fees & charges are T-Mobile recovery charges, not governmentally imposed taxes... collected & retained by us."*

5. Imposing a secondary, discretionary price hike less than 90 days after claiming Claimants received a "5-Year Price Guarantee" proves that T-Mobile's rate-stability representations are completely illusory and unconscionable. This secondary hike adds another **$6.00/month**, driving total monthly overcharges to **$21.06/month**.

IV. DEFENDANT'S BAD FAITH & TACTICAL TRAPS (THE DOCUMENTED RECORD)

1. **Rejection of the $660 Buyout Offer: On July 31, 2026, T-Mobile Executive Escalations representative Anne McCanna contacted Claimant Gerwer on a recorded line offering a $420 lump-sum credit plus a $20/month recurring discount ($660 first-year value)** to drop his disputes. Claimant Gerwer explicitly rejected this buyout on the recorded line and in writing (*Exhibit F*).

2. **Rejection of the "Gateway Upgrade" Trap:** On July 29, 2026, T-Mobile sent an automated solicitation offering a "Free Gateway Upgrade... as part of your new rate plan." Recognizing this as an attempt to manufacture "constructive acceptance" of the breached plan, Claimant Gerwer served a formal written rejection on T-Mobile's CEO on July 29, 2026.

3. **Rejection of the "Netflix on Us" Trap:** On September 23, 2026, T-Mobile blasted Claimants' account with solicitations to "Redeem your unclaimed Netflix benefit in T-Life" under the forced "Experience More" plan. Claimant Gerwer served an immediate written rejection on T-Mobile executive leadership on September 24, 2026 (*Exhibit G*), explicitly refusing to activate bundled perks.

4. **Payments Made Strictly Under Protest:** Prior to every automated AutoPay draft, Claimants served formal written **Notices of Payment Under Protest and Duress** on T-Mobile leadership (*Exhibit H*), legally barring T-Mobile from asserting that continued payment constitutes contractual consent.

5. **Material Misrepresentation to the CPUC:** On August 26, 2026, T-Mobile Executive Response specialist Brandy Lucero submitted a formal filing to the California Public Utilities Commission (CPUC File No. 739966) falsely claiming that T-Mobile was *"still working with Alexander Gerwer to reach a mutually agreeable resolution"* (*Exhibit I*),

concealing Claimant's July 31 written rejection. When Claimants exposed this falsehood, the CPUC **officially issued an order REOPENING File No. 739966 on September 3, 2026** (*Exhibit J*).

6. **Federal Admissions:** In an official filing submitted to the FCC on August 11, 2026 (Ticket No. 8831854), T-Mobile explicitly defined Price Lock as: *"as long as you don't change the plan, we will not change the price"* (*Exhibit K*). T-Mobile admitted Claimants enrolled in Home Internet Plus on July 9, 2024, and never changed the plan, confessing on the federal record that T-Mobile initiated the change.

7. **Corporate Counsel Concessions:** In written correspondence dated July 31, 2026, T-Mobile Managing Corporate Counsel Brisa I. Wolfe agreed to **strike the non-disparagement clause** from T-Mobile's standard Settlement and Release Agreement when challenged, proving T-Mobile recognizes its "gag order" contracts are legally indefensible (*Exhibit L*).

V. LEGAL ARGUMENT: CALIFORNIA LAW CONTROLS

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

In its September 12, 2026 filing to the CPUC, T-Mobile revealed its core legal defense: that its boilerplate Terms & Conditions allow it to modify plans *"at any time with 14 days' notice"* and that continued payment constitutes acceptance (*Exhibit L*).

Under established California law (*Badie v. Bank of America* (1998) 67 Cal.App.4th 779), an implied covenant of good faith and fair dealing prevents a party from using a boilerplate change-of-terms clause in a consumer adhesion contract to destroy the fundamental, negotiated essence of the bargain. Advertising a "Lifetime Price Guarantee" to capture market share, while privately intending to erase it via a 14-day notice, is a per se violation of the **California False Advertising Law (Bus. & Prof. Code § 17500)** and **Unfair Competition Law (Bus. & Prof. Code § 17200)**.

B. Payment Under Protest Negates "Constructive Acceptance"

T-Mobile’s assertion that continued payment constitutes "acceptance" is legally meritless. California courts have consistently held that payments made under express written protest to prevent the termination of critical utility services do not constitute voluntary ratification, waiver, or accord and satisfaction.

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

Claimant Alexander Gerwer is a senior citizen on a fixed income. T-Mobile's predatory conduct—unilaterally hiking rates, stripping hardware, issuing misleading regulatory statements, and attempting to entrap Claimants via automated streaming and hardware offers—directly triggers **California Civil Code § 3345**, mandating an award of up to **treble damages (3×)**.

VI. ITEMIZED DAMAGES CALCULATION

Pursuant to AAA Consumer Rules, Claimants establish the following itemized damages:

1. **Accrued & Ongoing Direct Overcharges:**
    - July 20 – September 2026 (3 months @ $15.06/mo): **$45.18**
    - October 2026 – June 2031 (57 months @ $21.06/mo): **$1,200.42**
    - *Total 5-Year Direct Rate & Fee Overcharges:* **$1,245.60**
2. **Hardware Deprivation Value:** Replacement value of stripped Mesh Wi-Fi Extender: **$150.00**
3. **Unpaid Sam's Club Member Perks:** 4 unfulfilled annual gift cards (Years 2–5 @ $60/yr): **$240.00**
4. **Total Base Economic Damages:** $1,245.60 + $150.00 + $240.00 = **$1,635.60**
5. **Statutory Senior Citizen Treble Damages (Cal. Civ. Code § 3345):**
    - **3 × $1,635.60 = $4,906.80** *(or up to $8,841.60 on a 10-year senior actuarial horizon)*.

VII. SPECIFIC RELIEF SOUGHT (TERMS OF SETTLEMENT)

While Claimants have itemized their statutory monetary damages, **Claimants' clear and non-negotiable objective in mediation is EQUITABLE SPECIFIC PERFORMANCE.**

Claimants will fully settle and release this dispute if T-Mobile executes a binding agreement providing:

1. **Permanent Plan Reinstatement:** Immediate, permanent restoration and grandfathering of Account No. 948222003 on its contractual legacy rate codes:

- *Voice Lines (5 Lines):* Simple Choice Family Match Unlimited at the contractual $100.00 base rate for primary lines.
- *Home Internet (Line 562-826-4764):* 5G Home Internet Plus at the contractual $50.00/month flat rate (inclusive of AutoPay discount).

2. **Hardware Reinstatement:** Permanent provisioning and network support for the contractual Mesh Wi-Fi Extender on Line (562) 826-4764 at $0.00 additional monthly cost.
3. **Internal Fee Freeze:** A binding covenant that T-Mobile will not apply discretionary, company-retained fee increases (including the Regulatory Programs & Telco Recovery Fee) to circumvent the restored legacy rate locks.
4. **Permanent Account Lock:** Application of an indelible system-level lock on Account No. 948222003 prohibiting automated migrations or rate increases without wet-ink written consent.
5. **Reparations:** A one-time billing credit refunding all unauthorized overcharges ($15.06/mo and fee increases) billed since July 20, 2026.

In the alternative, if T-Mobile refuses Specific Performance, Claimants demand an award of **$4,906.80** in monetary damages, plus full reimbursement of all administrative costs and statutory interest.

VIII. VERIFIED EXHIBIT LIST

- **Exhibit A:** Contemporaneous Account Porting Emails & Records (Feb 20, 2015).
- **Exhibit B:** T-Mobile Official Press Release Launching "The Un-contract" (March 17, 2015).
- **Exhibit C:** T-Mobile 5G Home Internet "WE WON'T RAISE YOUR RATE. EVER." Direct Mailer (2024).
- **Exhibit D:** Official T-Mobile Billing Statement executing forced migration (July 20, 2026).
- **Exhibit E:** USPS Certified Mail Return Receipt Green Cards (Bellevue, WA and Albuquerque, NM).
- **Exhibit F:** Written Buyout Offer from Anne McCanna ($660 value) and Claimants' Written Rejection (July 31, 2026).
- **Exhibit G:** T-Mobile "Netflix on Us" Solicitation & Claimants' Formal Rejection (Sept 23–24, 2026).

- **Exhibit H:** Formal Written Notices of Payment Under Protest and Duress (July 30 and Aug 11, 2026).
- **Exhibit I:** T-Mobile Letter to CPUC CAB falsely claiming dispute was "being resolved" (Aug 26, 2026).
- **Exhibit J:** CPUC Consumer Affairs Branch Order Reopening Investigation (Sept 3, 2026).
- **Exhibit K:** T-Mobile Signed 3-Page Electronic Filing to the FCC (Ticket No. 8831854, Aug 11, 2026).
- **Exhibit L:** T-Mobile Response to CPUC asserting 14-day change-of-terms defense (Sept 12, 2026).
- **Exhibit M:** CPUC CAB Informal Closure Letter demonstrating administrative blunder (Sept 14, 2026).
- **Exhibit N:** T-Mobile Electronic Notice of Telco Recovery Fee Increase Effective Oct 12, 2026.
- **Exhibit O:** Original Business Cards of T-Mobile Kiosk Reps Jorge Villanueva & Netzahualpille Zamora (Store 5B84).
- **Exhibit P:** T-Mobile / Sam's Club In-Store Promotional Flyer promising "first annual $60 e-Gift card."

VERIFICATION

I, Alexander Gerwer, declare:

I am one of the Claimants in the above-entitled matter. I have read the foregoing Statement of Claim and know the contents thereof. The facts stated therein are true of my own knowledge, except as to those matters stated on 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 and the United States that the foregoing is true and correct.

Executed on September 29, 2026, at Long Beach, California.



Alexander Gerwer, Authorized User & Claimant
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