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

Apr 21 2022

SC Court of Appeals

1. Which party is sending in the filing documents? (check one) Consumer Business

2. Briefly explain the dispute: This individual arbitration arises out of the recent cyberattack and data breach that was perpetrated against Respondent T-Mobile, a national telecommunications company that provides mobile telephone services to customers throughout the United States (the "Data Breach"). The Data Breach resulted in unauthorized access and exfiltration of highly sensitive and personal information (the "Private Information"). As a result of the Data Breach, Claimant, as well as former or prospective customers who applied for credit with T-Mobile, current postpaid T-Mobile customers, and active prepaid T-Mobile customers, suffered present injury and damages in the form of identity theft, out-of-pocket expenses and the value of the time reasonably incurred to remedy or mitigate the effects of the unauthorized access, exfiltration, and subsequent criminal misuse of sensitive and highly personal information. The Private Information compromised in the Data Breach includes names, phone numbers, drivers' licenses, government identification numbers, Social Security numbers, dates of birth, and T-Mobile account PINs. Claimant brings this arbitration to address Respondent's inadequate safeguarding of Claimant's Private Information that it collected and maintained. Respondent maintained the Private Information in a reckless manner. In particular, the Private Information was maintained on Respondent's computer system and network in a condition vulnerable to cyberattacks. The mechanism of the cyberattack and potential for improper disclosure of Claimant's Private Information was a known risk to Respondent, and thus Respondent was on notice that failing to take steps necessary to secure the Private Information from the risk of a ransomware attack. Claimant's identity is now at considerable risk because of Respondent's negligent conduct since the Private Information that T-Mobile collected and maintained is now in the hands of data thieves. See T-Mobile Shares Additional Information Regarding Ongoing Cyberattack Investigation, T-Mobile (Aug. 17, 2021), <https://www.t-mobile.com/news/network/additional-information-regarding-2021-cyberattack> investigation (last visited Aug. 19, 2021). Armed with the Private Information accessed in the Data Breach, data thieves can commit a variety of crimes, including but not limited to fraudulently applying for unemployment benefits, opening new financial accounts in T-Mobile customers' names, taking out loans in T-Mobile customers' names, using T-Mobile Customers' information to obtain government benefits (including unemployment or COVID relief benefits), filing fraudulent tax returns using T-Mobile customers' information, and obtaining driver's licenses in T-Mobile customers' names but with another person's photograph. Claimant's Private Information was compromised due to Respondent's negligent and/or careless acts and omissions and its failure to adequately protect the Private Information of its current, former, and prospective clients. As a result of the Data Breach, Claimant is exposed to a heightened present and imminent risk of fraud and identity theft. As a result of Respondent's actions and inactions, as set forth herein, Claimant must now and in the future closely monitor his/her financial accounts and information to guard against identity theft, among other issues. Claimant has and may in the future incur actual monetary costs, including but not limited to the cost of purchasing credit monitoring services, credit freezes, credit reports or other protective measures to deter and detect identity theft. Claimant and the other T-Mobile customers have and may in the future expend time spent mitigating the effects of the Data Breach, including time spent dealing with actual or attempted fraud and identity theft. By this arbitration, Claimant seeks to remedy these harms. Accordingly, Claimant brings this action against T-Mobile for Respondent's negligence and failure to: (i) adequately protect Claimant's Private Information, (ii) warn about T-Mobile's inadequate information security practices, and (iii) effectively monitor their data systems for security vulnerabilities and incidents. Respondent's conduct amounts to negligence and violates federal and state statutes. Claimant seeks remedies including, but not limited to, compensatory damages, reimbursement of out-of-pocket costs, and injunctive relief including improvements to Respondent's data security systems, future annual audits, and adequate credit monitoring services funded by Respondent. Claimant alleges, inter alia: (i) Negligence, (ii) Negligence Per Se, (iii) Breach of Implied Contract; (iv) Violation of applicable State Consumer Protection Acts and Statutes, (v) Unjust Enrichment, (vi) Violation of applicable State Consumer Privacy Acts and Statutes, and (vii) Violation of applicable State Unfair Competition Acts and Statutes.

3. Specify the amount of money in dispute, if any: Approximately \$50,000.00 (but is subject to change as the arbitration proceeds)

4. State any other relief you are seeking:
 Attorney Fees Interest Arbitration Costs Other; explain: Punitive Damages, declaratory relief; appropriate individual equitable relief; damages; penalties; and restitution

5. Identify the requested city and state for the hearing if an in-person hearing is held:
 City: Within 45 miles from the residence of the Claimant
 State: Within 45 miles from the residence of the Claimant

6. Please provide contact information for both the Consumer and the Business. Attach additional sheets or forms as needed.

Consumer:

Name:

Address:

City:	State:	Zip Code:
Telephone:	Fax:	

Email Address:



Consumer's Representative (if known):		
Name: Seth Ottensoser and T. Michael Morgan		
Firm: Morgan & Morgan, PA		
Address: 20 N Orange Ave., Suite 1600		
City: Orlando	State: Florida	Zip Code: 32801
Telephone: (516) 782-3817 or (407) 418-2031	Fax: (407) 245-3384	
Email Address: sottensoser@forthepeople.com; mmorgan@forthepeople.com		
Business:		
Name: T-Mobile USA, Inc.		
Address: c/o Corporation Service Company, 251 Little Falls Drive		
City: Wilmington	State: Delaware	Zip Code: 19808
Telephone: 1 (866) 403-5272	Fax:	
Email Address:		
Business' Representative (if known):		
Name: Corporation Service Company		
Firm:		
Address: 251 Little Falls Drive		
City: Wilmington	State: Delaware	Zip Code: 19808
Telephone: 1 (866) 403-5272	Fax:	
Email Address:		
Date:		

7. Send a copy of this completed form to the AAA together with:

- A clear, legible copy of the contract containing the parties' agreement to arbitrate disputes;
- The proper filing fee (filing fee information can be found in the Costs of Arbitration section of the Consumer Arbitration Rules); and
- A copy of the court order, if arbitration is court-ordered.

8. 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 by mail, send the initial filing documents and the filing fee to: AAA Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ08043.

To file online, visit www.adr.org and click on **File or Access Your Case** and follow directions. To avoid the creation of duplicate filings, the AAA requests that the filing documents and payment be submitted together. When filing electronically, no hard copies are required.



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Pursuant to Section 1284.3 of the California Code of Civil Procedure, 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 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.