

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA  
WEST PALM BEACH DIVISION**

MOSHE FARHI, on behalf of himself	)	
and all others similarly situated,	)	Case No. _____
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
T-MOBILE USA, INC.,	)	<b>NOTICE OF REMOVAL</b>
	)	
Defendant.	)	

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In accordance with 28 U.S.C. §§ 1332, 1441, 1446 and 1453, Defendant T-Mobile USA, Inc. (“T-Mobile”) hereby notices its removal of this action from the Circuit Civil Court of the 15th Judicial Circuit, Palm Beach County, Florida (the “State Court”) to the United States District Court for the Southern District of Florida, West Palm Beach Division. This Court has jurisdiction over this action under 28 U.S.C. § 1332(d)(2). As grounds for removal, T-Mobile respectfully shows the Court the following:

**I. BACKGROUND**

1. On February 5, 2016, Plaintiff Moshe Farhi filed a Class Action Complaint (the “Complaint”) against T-Mobile in the Circuit Civil Court of the 15th Judicial Circuit, Palm Beach County, Florida, Case No. 502016CA001251XXXXSB (the “State Court Action”). As required by 28 U.S.C. § 1446(a), true and correct copies of all process, pleadings, and orders filed in the State Court Action or served upon T-Mobile in the State Court Action as of the date of this filing are attached hereto as Exhibit “A.”

2. Plaintiff asserts claims under the Florida Consumer Collection Practices Act (“FCCPA”), Fla. Stat. § 559.72(9), and the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”), Fla. Stat. §§ 501.203(3), 501.204(1), based on T-Mobile’s alleged business practices.

3. As stated in the Complaint, Plaintiff seeks to represent a proposed class of individuals defined as follows:

All Florida residents from whom T-Mobile attempted to collect an accelerated amount due under a Device Agreement (referred to as an “Equipment Installment Plan Loan Agreement” by T-Mobile), not actually owed, within four years prior to the filing of this Complaint, through the date of class certification.

(Compl., ¶ 34).

4. This Court has original subject matter jurisdiction over this action and all claims asserted against T-Mobile under the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1332(d).

5. Because this Court has original subject matter jurisdiction over this action, removal of this action to this Court is proper under 28 U.S.C. §§ 1441 and 1446.

6. Venue is proper in this Court under 28 U.S.C. §§ 1441(a) and 89(c) because the United States District Court for the Southern District of Florida, West Palm Beach Division, is the federal judicial district and division embracing the Circuit Civil Court of the 15th Judicial Circuit, Palm Beach County, where the State Court Action was filed.

7. Plaintiff served T-Mobile with a Summons and copy of the Complaint on March 18, 2016. This Notice of Removal (“Notice”) is timely filed in compliance with 28 U.S.C. § 1446(b) because it is filed within 30 days of March 18, 2016, the date of service.

8. In accordance with 28 U.S.C. § 1446(d), T-Mobile has filed this Notice with this Court, will serve a copy of this Notice upon counsel for all parties, and will file a copy in the Circuit Civil Court of the 15th Judicial Circuit, Palm Beach County, along with a Notice of Filing of Notice of Removal. A copy of the Notice of Filing of Notice of Removal is attached hereto as Exhibit “B.”

## **II. JURISDICTION UNDER CAFA**

9. This Court's removal jurisdiction is invoked under 28 U.S.C. § 1441 and CAFA as codified throughout Title 28 of the United States Code. CAFA became effective on February 18, 2005, and applies to any civil action commenced on or after its date of enactment. CAFA applies to this action because this action was commenced on February 5, 2016.

10. Congress enacted CAFA to expand federal jurisdiction over proposed class actions. CAFA provides that a class action against a non-governmental entity may be removed to federal court if: (1) the number of proposed class members is not less than 100; (2) any member of the proposed class is a citizen of a state different from any defendant; and (3) the aggregate amount in controversy exceeds \$5,000,000, exclusive of interest and costs. *See* 28 U.S.C. § 1332(d)(2), d(5) & 1453(b).

11. This action satisfies all of the requirements under CAFA for removal.

### **A. The Number of Proposed Class Members is Not Less Than 100.**

12. The Complaint alleges that "there are likely hundreds of class members" in the class of persons Plaintiff seeks to represent. (Compl., ¶ 39). This allegation supports a finding that there are at least 200 members in the class of persons Plaintiff seeks to represent. *See, e.g., Wright v. Exxelot Corp.*, No. 8:11-cv-1665, 2011 WL 4634152, at \*2 (M.D. Fla. Oct. 6, 2011) ("‘Hundreds’ could range anywhere from 200 to 900 employees."); *see also Judon v. Travelers Prop. Cas. Co. of Am.*, 773 F.3d 495, 505 (3d Cir. 2014) (alleging 200 class members in notice of removal where complaint alleged "hundreds of class members"). Thus, relying solely on the allegations made on the face of Plaintiff's Complaint, the requirement that the number of proposed class members is not less than 100 is satisfied.

**B. Diversity of Citizenship Exists Under 28 U.S.C. § 1332(d)(2)(A).**

13. The minimum diversity criterion of CAFA requires simply that any member of the putative class be a citizen of a state different from that of any defendant. 28 U.S.C. § 1332(d)(2)(A). Here, Plaintiff Moshe Farhi is a citizen of Florida. (Compl., ¶ 8).

14. T-Mobile is a Delaware corporation with its principal place of business in Bellevue, Washington. (*See* Compl., ¶ 9 (acknowledging that T-Mobile “is a foreign corporation with a principal place of business at 12920 S.E. 38th Street Bellevue, WA 98006”)).

15. Accordingly, CAFA’s requirement of minimum diversity is satisfied because members of the putative class are citizens of a different state from that of one of the defendants. *See* 28 U.S.C. § 1332(d)(2)(A).

16. In addition, because T-Mobile is not a Florida citizen, this Court is neither permitted nor required to decline jurisdiction under either 28 U.S.C. § 1332(d)(3) or 28 U.S.C. § 1332(d)(4).

**C. The Aggregate Amount in Controversy, Exclusive of Interest and Costs, Exceeds the \$5,000,000 Jurisdictional Threshold.**

17. When determining the amount in controversy under CAFA, “the pertinent question is what is in controversy in the case, not how much the plaintiffs are ultimately likely to recover. The amount in controversy is not proof of the amount the plaintiff will recover. Rather, it is an estimate of the amount that will be put at issue in the course of the litigation.” *Dudley v. Eli Lilly & Co.*, 778 F.3d 909, 913 (11th Cir. 2014) (quoting *Pretka v. Kolter City Plaza II, Inc.*, 608 F.3d 744, 751 (11th Cir. 2010) (internal quotations and citations omitted)).

18. For purposes of determining the amount in controversy under CAFA, the claims of the individual class members are aggregated. 28 U.S.C. § 1332(d)(6). Here, the aggregate amount of damages and attorneys’ fees sought by Plaintiff exceeds CAFA’s \$5,000,000 amount in controversy

requirement, exclusive of costs and interest, and CAFA's amount-in-controversy requirement is satisfied.<sup>1</sup>

19. On behalf of himself and the putative class, Plaintiff requests an award of compensatory and statutory damages resulting from alleged violations of the FCCPA and FDUTPA, plus attorneys' fees. (Compl., Prayer for Relief (a)–(c)).

20. The FCCPA allows for statutory damages of up to \$1,000 per plaintiff, with an aggregate class cap at \$500,000, Fla. Stat. § 559.77(2), and FDUTPA allows for civil penalties of up to \$10,000 for each violation, *id.* § 501.2075. Given these statutory damages requested by Plaintiff, the amount in controversy requirement is satisfied if even 455 individuals fall within Plaintiff's proposed class. While T-Mobile disputes that the proposed class could ever meet the requirements for class certification and denies that it attempted to collect any amounts not actually owed, T-Mobile's business records indicate that at least 455 people fall within the proposed class definition. Taking into account these statutory damages alone, the amount in controversy exceeds the \$5,000,000 jurisdictional threshold under CAFA.

21. In addition to statutory damages, Plaintiff seeks "actual [compensatory] damages, including but not limited to forgiveness of amounts not owed." (Compl., Prayer for Relief (a)). Plaintiff also seeks an award of attorneys' fees. (Compl., Prayer for Relief (c)). "When a statute

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<sup>1</sup> T-Mobile denies any liability in this case and denies that Plaintiff's claims could ever satisfy any of the requirements for class certification under Federal Rule of Civil Procedure 23. T-Mobile further notes that Plaintiff's arbitration agreements and class action waivers with T-Mobile preclude him from prosecuting his claims in any judicial forum. Nevertheless, for purposes of removal, it is the allegations and requests for relief in the Complaint that govern, and here they show that CAFA jurisdiction exists.

authorizes the recovery of attorney's fees, a reasonable amount of those fees is included in the amount in controversy." *Morrisson v. Allstate Indem. Co.*, 228 F.3d 1255, 1265 (11th Cir. 2000).

22. Thus, the amount in controversy requirement is easily satisfied here.

### III. CONCLUSION

23. In conclusion, T-Mobile submits that CAFA applies to this action because: (1) Plaintiff commenced this action after CAFA's effective date; (2) there are not less than 100 proposed class members; (3) at least one member of the proposed class is a citizen of a state different from T-Mobile's state of incorporation and principal place of business; (4) the aggregate amount in controversy exceeds \$5,000,000, exclusive of interest and costs; and (5) the procedural requirements for removal under 28 U.S.C. § 1446 are met. For these reasons, T-Mobile respectfully requests that this Court assume full jurisdiction over this action as provided by law.

24. T-Mobile intends no admission of liability by this notice and expressly reserves all defenses, motions, and pleas, including without limitation objections to the sufficiency of Plaintiff's pleadings and to the propriety of class certification.

This the 15th day of April, 2016.

/s/ Scott Hawkins  
KRISTINE MCALISTER BROWN  
Fla. Bar No. 433640  
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*Attorneys for Defendant T-Mobile USA, Inc.*

**CERTIFICATE OF SERVICE**

I hereby certify that on this day I electronically filed the within and foregoing with the Clerk of Court using the CM/ECF system, and additionally served counsel of record by depositing copy of same in the United States Mail in an envelope with adequate postage affixed thereon, properly addressed as follows:

James L. Kauffman  
BAILEY & GLASSER LLP  
1054 31<sup>st</sup> Street  
Suite 230  
Washington, DC 20007

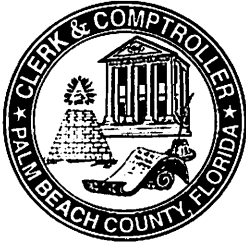
J. Dennis Card, Jr.  
Darren Newhart  
HICKS MOTTO & EHRLICH, P.A.  
3399 PGA Boulevard  
Suite 300  
Palm Beach Gardens, FL 33410

This 15th day of April, 2016.

/s/ Scott Hawkins  
SCOTT G. HAWKINS



# **EXHIBIT A**

**SHARON R. BOCK**CLERK & COMPTROLLER  
PALM BEACH COUNTY, FLORIDA**RECEIPT**

1522368

Printed on:  
02/17/2016 4:10 PM  
Page 1 of 1

<b>Receipt Number: 1522368 - Date 02/17/2016 Time 4:10 PM</b>			
<b>Received of:</b>	A.C.E INC 2 Delray Beach, FL 33444		
<b>Cashier Name:</b>	KHarayda	<b>Balance Owed:</b>	18.00
<b>Cashier Location:</b>	South Branch Civil	<b>Total Amount Paid:</b>	18.00
<b>Receipt ID:</b>	7688324	<b>Remaining Balance Owed:</b>	0.00
<b>Division:</b>			
<b>Case# 50-2016-MI-012303-XXXX-MB --</b>			
<b>Item</b>	<b>Balance</b>	<b>Paid</b>	<b>Bal Remaining</b>
Fees	18.00	18.00	0.00
<b>Case Total</b>	<b>18.00</b>	<b>18.00</b>	<b>0.00</b>
<b>Payments:</b>			
<b>Type:</b>	<b>Ref#:</b>	<b>Amount:</b>	
CHECK	3054	18.00	
<b>Total Received</b>	<b>18.00</b>		
<b>Total Paid</b>	<b>18.00</b>		

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**FORM 1.997. CIVIL COVER SHEET**

The civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form shall be filed by the plaintiff or petitioner for the use of the Clerk of the Court for the purpose of reporting judicial workload data pursuant to Florida Statutes section 25.075.

**I. CASE STYLE**

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,  
IN AND FOR PALM BEACH COUNTY, FLORIDA

Case No.: \_\_\_\_\_  
Judge: \_\_\_\_\_

Moshe Farhi  
Plaintiff

vs.

T-Mobile USA, Inc.  
Defendant

**II. TYPE OF CASE**

- ☐ Condominium
- ☐ Contracts and indebtedness
- ☐ Eminent domain
- ☐ Auto negligence
- ☐ Negligence – other
  - ☐ Business governance
  - ☐ Business torts
  - ☐ Environmental/Toxic tort
  - ☐ Third party indemnification
  - ☐ Construction defect
  - ☐ Mass tort
  - ☐ Negligent security
  - ☐ Nursing home negligence
  - ☐ Premises liability – commercial
  - ☐ Premises liability – residential
- ☐ Products liability
- ☐ Real Property/Mortgage foreclosure
  - ☐ Commercial foreclosure \$0 - \$50,000
  - ☐ Commercial foreclosure \$50,001 - \$249,999
  - ☐ Commercial foreclosure \$250,000 or more
  - ☐ Homestead residential foreclosure \$0 - \$50,000
  - ☐ Homestead residential foreclosure \$50,001 - \$249,999
  - ☐ Homestead residential foreclosure \$250,000 or more
  - ☐ Non-homestead residential foreclosure \$0 - \$50,000
  - ☐ Non-homestead residential foreclosure \$50,001 - \$249,999
  - ☐ Non-homestead residential foreclosure \$250,000 or more

- ☐ Other real property actions \$0 - \$50,000
- ☐ Other real property actions \$50,001 - \$249,999
- ☐ Other real property actions \$250,000 or more
- ☐ Professional malpractice
  - ☐ Malpractice – business
  - ☐ Malpractice – medical
  - ☐ Malpractice – other professional
- ☒ Other
  - ☐ Antitrust/Trade Regulation
  - ☐ Business Transaction
  - ☒ Circuit Civil - Not Applicable
  - ☐ Constitutional challenge-statute or ordinance
  - ☐ Constitutional challenge-proposed amendment
  - ☐ Corporate Trusts
  - ☐ Discrimination-employment or other
  - ☐ Insurance claims
  - ☐ Intellectual property
  - ☐ Libel/Slander
  - ☐ Shareholder derivative action
  - ☐ Securities litigation
  - ☐ Trade secrets
  - ☐ Trust litigation

**COMPLEX BUSINESS COURT**

This action is appropriate for assignment to Complex Business Court as delineated and mandated by the Administrative Order. Yes ☐ No ☒

**III. REMEDIES SOUGHT (check all that apply):**

- ☒ Monetary;
- ☒ Non-monetary
- ☒ Non-monetary declaratory or injunctive relief;
- ☐ Punitive

**IV. NUMBER OF CAUSES OF ACTION: ( )**  
(Specify)

2

**V. IS THIS CASE A CLASS ACTION LAWSUIT?**

- ☒ Yes
- ☐ No

**VI. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?**

- ☒ No
- ☐ Yes – If “yes” list all related cases by name, case number and court:

**VII. IS JURY TRIAL DEMANDED IN COMPLAINT?**

- ☐ Yes
- ☒ No

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I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief.

Signature s/ James L Kauffman  
Attorney or party

FL Bar No.: 12915

(Bar number, if attorney)

James L Kauffman 02/05/2016  
(Type or print name)

Date

Filing # 37478271 E-Filed 02/05/2016 02:35:13 PM

**IN THE CIRCUIT CIVIL COURT OF THE 15TH JUDICIAL CIRCUIT IN AND FOR  
PALM BEACH COUNTY, FLORIDA**

MOSHE FARHI, on behalf of  
himself and all others similarly situated,

Case No.: \_\_\_\_\_

Plaintiff,

v.

T-Mobile USA, Inc.,

Class Representation

Defendant.

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**CLASS ACTION COMPLAINT**

Plaintiff MOSHE FARHI, on behalf of himself and all others similarly situated, alleges violations of the Florida Consumer Collection Practices Act § 559.55 *et seq.* ("FCCPA"), and Florida Deceptive and Unfair Trade Practices Act § 501.201 *et seq.* ("FDUTPA"), against Defendant T-MOBILE USA, INC. ("T-Mobile"). Plaintiff claims damages in excess of this Court's jurisdictional limit.

1. T-Mobile attracts customers by touting "no contract" cell phone service plans without any hidden fees. In addition to service contracts, customers typically have a device contract for the financing of the cellular device. When a customer leaves T-Mobile, T-Mobile has a practice of unlawfully seeking the entire amount under the device contract as immediately due. The result is an unlawful termination fee that violates the device contract. When T-Mobile attempts to collect the unlawful amount from its customers, it violates the FCCPA and FDUTPA.

2. T-Mobile has launched a media campaign which attempts to separate itself from competitors by "promising to rip up service contracts and do away with hidden fees." <http://www.usatoday.com/story/tech/2015/12/07/t-mobile-accused-false-advertising-new->

york-ag-investigates/76921524/. While its media campaign has increased T-Mobile's popularity, it now faces backlash for its *actual* practices, which are in conflict with its advertisements. Opponents include consumer advocacy group Change to Win and the New York Attorney General, who is investigating T-Mobile's advertising and debt collection activities. <http://www.insidearm.com/daily/debt-collection-news/debt-collection/new-york-ag-investigates-t-mobiles-advertising-and-debt-collection-practices/>.

3. A consumer purchasing T-Mobile's cellular service is really entering into two agreements: (1) an agreement to purchase the actual device and pay for the device in installments ("Device Agreement"); and (2) an agreement to use the phone by selecting a service plan ("Service Agreement"). At the initial sale, the Device Agreement is typically with a third party bank, from whom T-Mobile acquires its rights under the Device Agreement. When T-Mobile acquires its rights under a Device Agreement, it assures its customers that no changes to the original Device Agreement were made.

4. While T-Mobile's Service Agreement—consistent with its marketing—does not prevent consumers from leaving for other service providers, its attempt to accelerate amounts due under the Device Agreement unlawfully penalizes customers who leave T-Mobile. That is, T-Mobile sends bills for the entire amount due for the device when a consumer attempts to leave T-Mobile's Service Agreement.

5. However, T-Mobile consumers have not agreed to any acceleration provision in their Device Agreements, which is well known to T-Mobile. When T-Mobile attempts to recover the entire accelerated amount, it knows that it has no right to seek this amount. Thus, T-Mobile has a practice of illegally accelerating contracts and attempting to collect illegal charges from consumers that are not owed. In doing so, T-Mobile violates the FCCPA and FDUPTA.

### **JURISDICTION AND VENUE**

6. This Court has personal jurisdiction because Defendant conducts business in Florida and commits torts in Florida, as described in this Complaint. *See* Fla. Stat. § 48.193(1). Further, its voluntary contact with Plaintiff in connection with collection of debts not yet owed in Florida made it foreseeable that Defendant would be haled into a Florida Court. *See Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 474 (1985).

7. Venue is proper because this is where the cause of action accrued: Defendant transacts and/or conducts business here, and Defendant illegally attempted to collect debts within this venue. Fla. Stat. § 47.011.

### **PARTIES**

8. Plaintiff Moshi Farhi is a natural person who currently resides in Palm Beach County, Florida.

9. Defendant T-Mobile is a foreign corporation with a principal place of business at 12920 S.E. 38th Street Bellevue, WA 98006. T-Mobile is primarily a wireless network operator which provides wireless voice, messaging, and data services throughout the United States and abroad.

### **APPLICABLE LAW**

10. The Florida Supreme Court liberally construes public protection statutes in favor of the public. *Samara Dev. Corp. v. Marlow*, 556 So. 2d 1097, 1100 (Fla. 1990).

### **FCCPA**

11. The FCCPA prohibits any person from engaging in certain abusive practices in the collection of consumer debts. *See generally* Fla. Stat. § 559.72.

12. The FCCPA's goal is to "provide the consumer with the most protection possible." *LeBlanc v. Unifund CCR Partners*, 601 F.3d 1185, 1192 (11th Cir. 2010) (citing Fla. Stat. § 559.552).

13. Specifically, the FCCPA states that no person shall "claim, attempt, or threaten to enforce a debt when such person knows that the debt is not legitimate, or assert the existence of some other legal right when such person knows that the right does not exist." Fla. Stat. § 559.72(9).

14. The FCCPA creates a private right of action under Fla. Stat. § 559.77.

15. The FCCPA defines "consumer" as "any natural person obligated or allegedly obligated to pay any debt." *Id.* § 559.55(8).

16. The FCCPA mandates that "no person" shall engage in certain practices in collecting consumer claims whether licensed by the division or not. This language includes all allegedly unlawful attempts at collecting consumer claims. *Williams v. Streeps Music Co.*, 333 So. 2d 65, 67 (Fla. 4th DCA 1976).

17. The FCCPA defines "debt" as "any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance, or services which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment." *Id.* § 559.55(6).

18. Defendant's act of illegally attempting to collect a debt from Plaintiff not presently owed violates § 559.72(9) of the FCCPA.



**FDUTPA**

19. The FDUTPA is “construed liberally to promote” the protection of consumers and businesses from “unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce.” Fla. Stat. § 501.202.

20. The FDUTPA creates a private right of action for FDUTPA violations. *Id.* § 501.211.

21. The FDUTPA prohibits “unfair methods of competition, unconscionable acts or practices, or unfair or deceptive acts or practices in the conduct of any trade or commerce” against consumers. *Id.* § 501.204(1).

22. The FDUTPA defines “consumer” broadly as an individual, entity, or any group or combination. *Id.* § 501.203(7).

23. The FDUTPA defines “trade or commerce” as “advertising, soliciting, providing, offering, or distributing, whether by sale, rental, or otherwise, of any good or service, or any property, whether tangible or intangible, or any other article, commodity, or thing of value, wherever situated.” *Id.* § 501.203(8).

24. Where there is a violation of a statute prohibiting unfair or deceptive acts, a *per se* violation of Florida’s FDUTPA has also occurred. *See* Fla. Stat. § 501.203(3) (stating a violation of any law proscribing unfair methods of competition, or unfair, deceptive, or unconscionable acts is also a violation the FDUTPA); *Blair v. Wachovia Mortg. Corp.*, No. 11-cv-566-Oc-37TBS, 2012 WL 868878, at \*3 (M.D. Fla. Mar. 14, 2012) (“[A] *per se* violation of FDUTPA stems from the transgression of any law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition or unfair, deceptive, or unconscionable acts or practices.”).

### **FACTUAL ALLEGATIONS**

25. On or about June 9, 2015, Plaintiff purchased four iPhone 6 cellular phones primarily for personal and family use.

26. In so doing, Plaintiff entered into a Device Agreement with WebBank, borrowing a total of \$2,596.00 for the purchase of the four cellular phones, payable in 24 monthly installments, beginning on July 2, 2015. WebBank immediately assigned its rights under the Device Agreement to T-Mobile. A copy of the Device Agreement is attached to this Complaint.

27. Upon acquiring its rights under the Device Agreement, T-Mobile wrote Plaintiff by letter dated June 9, 2015 stating that T-Mobile will be the servicing company on the loan. Further, T-Mobile stated “[t]here will be no changes to your loan: all established terms and conditions and payoff dates remain the same.” A copy of this letter is attached to this Complaint.

28. At the same time, on June 9, 2015, Plaintiff entered into a Service Agreement for cellular telephone service with T-Mobile, under a rate plan whose term was “month-to-month.”

29. Two months later, Plaintiff became dissatisfied with T-Mobile’s cell phone service and cancelled his Service Agreement with T-Mobile; no contractual provision prevented him from doing so.

30. In response, T-Mobile leveraged his Device Agreement to essentially penalize Plaintiff for terminating his Service Agreement. T-Mobile sent Plaintiff a letter dated October 7, 2015, seeking the entire amount owed to T-Mobile under the Device Agreement, \$2,271.52. A copy of this letter is attached to this Complaint.

31. T-Mobile’s acceleration of the entire amount owed under Plaintiff’s Device Agreement upon cancellation of his Service Agreement was neither expressly nor impliedly authorized by the parties.

32. T-Mobile also expressly stated in a June 9, 2015 letter to Mr. Moshe that T-Mobile made no changes to the Device Agreement originally entered into between WebBank and Plaintiff—which also did not authorize any payment acceleration.

33. Plaintiff has continued to make payments according to his Device Agreement.

#### **CLASS ACTION ALLEGATIONS**

34. Plaintiff brings this action under Fla. R. Civ. P. 1.220(b)(2) and/or (b)(3) on behalf of the following class of persons (the “Class”), subject to modification after discovery and case development:

All Florida residents from whom T-Mobile attempted to collect an accelerated amount due under a Device Agreement (referred to as an “Equipment Installment Plan Loan Agreement” by T-Mobile), not actually owed, within four years prior to the filing of this Complaint, through the date of class certification.

35. Class members are identifiable through Defendant’s records and payment databases.

36. Excluded from this Class are: (1) Defendant; (2) any entities in which Defendant has a controlling interest; (3) Defendant’s agents and employees; (4) any Judge to whom this action is assigned; and (5) any member of such Judge’s staff and immediate family.

37. Plaintiff proposes that he serve as class representative.

38. Plaintiff and the Class have all been harmed by the actions of the Defendant.

39. Numerosity is satisfied, as there are likely hundreds of class members. Individual joinder of these persons is impracticable.

40. There are questions of law and fact common to Plaintiff and to the Class, including, but not limited to:

- a. Whether Defendant violated the FCCPA by attempting to collect monies not yet due;

- b. Whether Defendant violated general provisions of the FDUTPA by attempting to collect monies not yet due;
- c. Whether the violations of the FCCPA were per se violations of the FDUTPA;
- d. Whether Plaintiff and class members are entitled to actual or statutory damages as a result of Defendant's actions;
- e. Whether the Plaintiff and the Class are entitled to attorney's fees and costs; and
- f. Whether Defendant should be enjoined from engaging in such conduct in the future.

41. Plaintiff's claims are typical of the claims of the Class.

42. Plaintiff is an adequate representative of the Class because his interests do not conflict with the interests of the Class, he will fairly and adequately protect the interests of the Class, and he is represented by counsel skilled and experienced in class actions.

43. Common questions of law and fact predominate over questions affecting only individual class members, and a class action is the superior method for fair and efficient adjudication of this controversy.

44. The prosecution of separate claims by individual class members would create a risk of inconsistent or varying adjudications concerning individual class members.

**COUNT I AS TO DEFENDANT'S VIOLATION OF THE FLORIDA CONSUMER  
COLLECTION PRACTICES ACT § 559.72(9)**

45. Plaintiff incorporates by reference the prior paragraphs as if set forth fully herein.

46. Plaintiff is a "consumer" as defined by Fla. Stat. § 559.55(8) when he bought four iPhones from T-Mobile and entered into the Device Agreement and Service Agreement.

47. Defendant is a "person" as defined under the FCCPA when it illegally attempted to collect monies not due and owing.

48. Defendant attempted to enforce and claimed an illegal debt as defined by Fla. Stat. § 559.55(7) when it attempted to collect an amount from Plaintiff not presently due and owing. *Id.* § 559.72(9).

49. Plaintiff neither agreed nor was liable to pay the amount asserted by Defendant as presently due and owing.

50. As a result of Defendant's FCCPA violation, Plaintiff suffered substantial damage, including but not limited to financial damage incurred from the unlawful charges associated with Defendant's illegal billing practices.

**COUNT II AS TO DEFENDANT'S VIOLATION OF THE FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT §§ 501.203(3), 501.204(1)**

51. Plaintiff incorporates by reference the prior paragraphs as if set forth fully herein.

52. Plaintiff is a "consumer" as defined by § 501.203(7).

53. Defendant engaged in "trade or commerce" as defined by § 501.203(8).

54. Defendant violated the FCCPA when it attempted to collect an amount not currently due and owing.

55. A violation of Fla. Stat. § 559.72(9) is a *per se* violation of FDUTPA under Fla. Stat. § 501.203(3).

56. In addition to the above-referenced *per se* FDUTPA violations, Defendant also generally violated FDUTPA under Fla. Stat. § 501.204(1) when it engaged in unfair and deceptive practices in trade or commerce by taking advantage of its customers in claiming debts for amounts not yet owed.

57. As a result of Defendant's FDUTPA violations, Plaintiff suffered substantial damage, including but not limited to financial damage incurred from unlawful cell phone charges.

**JURY DEMAND AND RESERVATION OF PUNITIVE DAMAGES**

58. Plaintiff is entitled to and respectfully demands a trial by jury on all issues so triable.

59. Plaintiff reserves the right to amend his Complaint and add a claim for punitive damages.

**RELIEF REQUESTED**

WHEREFORE. Plaintiff, himself and on behalf of the Class, respectfully requests this Court to enter judgment against Defendant for all of the following:

- a. That Plaintiff and all class members be awarded actual damages, including but not limited to forgiveness of all amounts not owed;
- b. That Plaintiff and all class members be awarded statutory damages;
- c. That Plaintiff and all class members be awarded costs and attorney's fees;
- d. That the Court enter a judgment permanently enjoining the Defendant from charging and/or collecting loan payments in violation of the FCCPA;
- e. That, should the Court permit the Defendant to continue charging and/or collecting debt, it enter a judgment requiring it to adopt measures to ensure FCCPA compliance, and that the Court retain jurisdiction for a period of six months to ensure that the Defendant complies with those measures;
- f. That the Court enter a judgment awarding any other injunctive relief necessary to ensure the Defendant's compliance with the FCCPA;
- g. That the Court enter an order that Defendant and its agents, or anyone acting on its behalf, is immediately restrained from altering, deleting or destroying any documents or records that could be used to identify class members;

- h. That the Court certify Plaintiff's claims and all other persons similarly situated as class action claims under Rule 1.220 of the Florida Rules of Civil Procedure; and
- i. Such other and further relief as the Court may deem just and proper.

Dated: February 5, 2016

Respectfully Submitted,

/s/ James L. Kauffman

James L. Kauffman (Fla. Bar. No. 12915)  
1054 31st Street, Suite 230  
Washington, DC 20007  
Telephone: (202) 463-2101  
Facsimile: (202) 342-2103  
Email: jkauffman@baileyglasser.com

J. Dennis Card, Jr., (Fla. Bar. No. 0487473)  
Darren Newhart, (Fla. Bar No. 0115546)  
Hicks Motto & Ehrlich, P.A.  
3399 PGA Boulevard, Suite 300  
Palm Beach Gardens, FL 33410  
Telephone: (561) 687-1717  
Facsimile: (561) 697-3852  
Email: dcard@hmelawfirm.com

*Counsel for Plaintiff and the Putative Class*

## Equipment Installment Plan Loan Agreement and Disclosures

Creditor: WebBank  
c/o T-Mobile  
P.O. Box 37380

Albuquerque, NM 87178-7380

Buyer: MOSHE FARHI  
8408 XANTHUS LN  
WEST PALM BEACH, FL 33414-3468  
480-328-6914

Date: 08/09/2015 Account No (BAN): [REDACTED] EIP Plan ID: 20150609586817 Store #: 1383252

SKU Number	Item Description	Serial / IMEI Number	Price	Down Payment Paid Today	Balance
000000885909950744	iPhone 6 16GB Space Gray	359233080037375	\$649.00	\$0.00	\$649.00
000000885909950768	iPhone 6 16GB Gold	359232080679392	\$649.00	\$0.00	\$649.00
000000885909950768	iPhone 6 16GB Gold	359232080679178	\$649.00	\$0.00	\$649.00
000000885909950744	iPhone 6 16GB Space Gray	358369089861117	\$649.00	\$0.00	\$649.00
		<b>Total:</b>	<b>\$2596.00</b>	<b>\$0.00</b>	<b>\$2596.00</b>

### Federal Truth-in-Lending Disclosures

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total of Payments</b>
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
0%	\$0.00	\$2596.00	\$2596.00

### Your Payment Schedule will be:

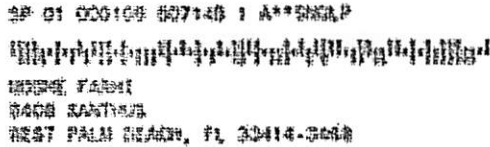
Number of Payments	Amount of Payments	When Payments are Due
23	\$108.16	Monthly, beginning on 07/02/2015 estimated
1	\$108.32	on 06/02/2017 estimated.

See below for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

Amount Financed - We paid this to Costco_Wireless Advocates_Roy on your behalf	\$2596.00
Cash Down Payment - Paid to Costco_Wireless Advocates_Roy by you	\$0.00
<b>Total Cost</b>	<b>\$2596.00</b>

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.





1. *Journal of the American Medical Association*, 1997; 277: 100-101.

T-Mobile  
PO Box 629025  
El Dorado Hills CA 95762

**T-Mobile**

Date: October 07, 2015  
Account #: XXXXXXXXXX  
Total Balance Due: \$2,271.52



MOSHE FARHI  
8408 XANTHUS LN  
WEST PALM BEACH FL 33414-3468

Dear Moshe Farhi:

We would like to take this opportunity to thank you for your business and express our regret that you have cancelled your T-Mobile services.

Our records indicate that we have not yet received payment on your outstanding balance of \$2,271.52. Realizing that most often a missed payment is an oversight, this notice is a reminder that your account is now past due. Please mail payment today for the amount due to prevent collection activity on your account.

If you have mailed your payment in the past five days, while this letter was being processed, please disregard this notice. Our Financial Service department can be reached at 1-888-310-8471 should you have any questions on your account.

For your convenience, we accept Visa, Discover, American Express and MasterCard and "check by phone." Call 1-888-310-8471 and we will take your credit card or check payment over the phone.

We value you as a customer and thank you for choosing T-Mobile.

↓ ↓ Detach here and return bottom coupon with payment in the enclosed envelope. ↓ ↓

91372-CN-6213

MOSHE FARHI  
8408 XANTHUS LN  
WEST PALM BEACH FL 33414-3468

Date: October 07, 2015  
Account #: XXXXXXXXXX  
Total Balance Due: \$2,271.52

☐ Check Enclosed

T-Mobile  
PO Box 742596  
Cincinnati OH 45274-2596

**T-Mobile**



0409499708291007150002271523334143468

Filing # 37478271 E-Filed 02/05/2016 02:35:13 PM

**IN THE CIRCUIT CIVIL COURT OF THE 15TH JUDICIAL CIRCUIT IN AND FOR  
PALM BEACH COUNTY, FLORIDA**

MOSHE FARHI, *on behalf of  
himself and all others similarly situated,*

Case No.: \_\_\_\_\_

Plaintiff,

v.

T-Mobile USA, Inc.,

Defendant.

**SUMMONS**

THE STATE OF FLORIDA:

To Each Sheriff of the State:

YOU ARE COMMANDED to serve this summons and a copy of the complaint  
or petition in this action on defendant:

T-Mobile USA, Inc.  
**SERVE:**  
Corporation Service Company  
1201 Hays Street  
Tallahassee, FL 32301

Each defendant is required to serve written defenses to the complaint or petition on:

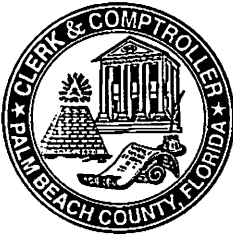
Bailey & Glasser, LLP  
Attention: James L. Kauffman, Esq.  
1054 31<sup>st</sup> Street NW, Suite 230  
Washington DC 20007

Within 20 days after service of this summons on you, the defendant, exclusive of the day of  
service, must serve on the plaintiff an answer, and thereupon file the original of the defenses with  
the clerk of this court. If you fail to do so, a default will be entered against you for the relief  
demanded in the complaint or petition.

DATE: \_\_\_\_\_

Sharon R. Bock,  
As Clerk of the Court

By \_\_\_\_\_  
Deputy Clerk of the Court

**SHARON R. BOCK**CLERK & COMPTROLLER  
PALM BEACH COUNTY, FLORIDA**RECEIPT**

1505529

Printed on:  
02/08/2016 8:31 AM  
Page 1 of 1

<b>Receipt Number: 1505529 - Date 02/08/2016 Time 8:31 AM</b>			
<b>Received of:</b>	James L Kauffman 1054 31st Street NW Suite 230 Washington, DC 20007		
<b>Cashier Name:</b>	ADMIN	<b>Balance Owed:</b>	411.00
<b>Cashier Location:</b>	E-Filing	<b>Total Amount Paid:</b>	411.00
<b>Receipt ID:</b>	7670302	<b>Remaining Balance Owed:</b>	0.00
<b>Division:</b>			
<b>Case# 50-2016-CA-001251-XXXX-SB -- Plaintiff: FARHI, MOSHE</b>			
<b>Item</b>	<b>Balance</b>	<b>Paid</b>	<b>Bal Remaining</b>
Fees	411.00	411.00	0.00
<b>Case Total</b>	<b>411.00</b>	<b>411.00</b>	<b>0.00</b>
<b>Payments:</b>			
<b>Type:</b>	<b>Ref#:</b>	<b>Amount:</b>	
EFILING	14830185	411.00	
<b>Total Received</b>	<b>411.00</b>		
<b>Total Paid</b>	<b>411.00</b>		

**How was your service today?** Please visit [www.mypalmbeachclerk.com/survey](http://www.mypalmbeachclerk.com/survey) or send your feedback to [clerkweb@mypalmbeachclerk.com](mailto:clerkweb@mypalmbeachclerk.com).

**For office locations and information about Clerk & Comptroller services:**

Visit [www.mypalmbeachclerk.com](http://www.mypalmbeachclerk.com) or call (561) 355-2996.

**IN THE CIVIL COURT OF THE 15TH JUDICIAL CIRCUIT IN AND FOR PALM  
BEACH COUNTY, FLORIDA**

MOSHE FARHI, on behalf of himself	)	
and all others similarly situated,	)	Case No. 502016CA001251XXXXSB
	)	
Plaintiff,	)	
	)	
v.	)	
	)	<b>NOTICE OF APPEARANCE</b>
T-Mobile USA, Inc.,	)	
	)	
Defendant.	)	

---

Notice is hereby given that the undersigned attorney, Kristine M. Brown, enters her appearances in the above-referenced proceeding for Defendant T-Mobile USA, Inc. ("T-Mobile"). T-Mobile respectfully requests that the Court take note of this Notice of Appearance and make Kristine M. Brown attorney of record for T-Mobile in this lawsuit. Copies of all communications and other documents filed in the above-referenced proceedings should be mailed at the address set forth below:

Kristine M. Brown  
**ALSTON & BIRD LLP**  
1201 West Peachtree Street  
Atlanta, GA 30309-3424  
Telephone: 404-881-7000  
Facsimile: 404-253-8567  
*kristy.brown@alston.com*

This the 28th day of March, 2016.

/s/ Kristine M. Brown  
\_\_\_\_\_  
Kristine M. Brown  
Florida Bar No. 433640  
**ALSTON & BIRD LLP**  
1201 West Peachtree Street  
Atlanta, GA 30309-3424  
Telephone: 404-881-7000  
Facsimile: 404-253-8567  
*kristy.brown@alston.com*  
*Attorney for Defendant T-Mobile USA, Inc.*

**CERTIFICATE OF SERVICE**

I hereby certify that on this day I electronically filed the within and foregoing with the Clerk of Court using the electronic filing system, and additionally served counsel of record by depositing copy of same in the United States Mail in an envelope with adequate postage affixed thereon, properly addressed as follows:

James L. Kauffman  
BAILEY & GLASSER LLP  
1054 31<sup>st</sup> Street  
Suite 230  
Washington, DC 20007

J. Dennis Card, Jr.  
Darren Newhart  
HICKS MOTTO & EHRLICH, P.A.  
3399 PGA Boulevard  
Suite 300  
Palm Beach Gardens, FL 33410

This 28th day of March, 2016.

/s/ Kristine M. Brown  
KRISTINE M. BROWN  
*Attorney for Defendant T-Mobile USA, Inc.*

ALSTON & BIRD LLP  
One Atlantic Center  
1201 West Peachtree Street  
Atlanta, Georgia 30309-3424  
(404) 881-7000  
(404) 881-7777 (*Facsimile*)  
kristy.brown@alston.com

**IN THE CIVIL COURT OF THE 15TH JUDICIAL CIRCUIT IN AND FOR  
PALM BEACH COUNTY, FLORIDA**

MOSHE FARHI, on behalf of himself	)	
and all others similarly situated,	)	Case No. 502016CA001251XXXXSB
	)	
Plaintiff,	)	
	)	
v.	)	
	)	<b>CONSENT MOTION AND</b>
T-Mobile USA, Inc.,	)	<b>STIPULATION TO EXTEND TIME</b>
	)	<b>TO RESPOND TO CLASS ACTION</b>
Defendant.	)	<b>COMPLAINT</b>

---

Plaintiff Moshe Farhi (“Plaintiff”) and Defendant T-Mobile USA, Inc. (“T-Mobile”) hereby stipulate and agree to extend T-Mobile’s deadline to respond to Plaintiff’s Class Action Complaint (“Complaint”). T-Mobile’s current response deadline has not yet passed, and Plaintiff and T-Mobile agree that T-Mobile shall be allowed an additional fourteen (14) days to respond to the Complaint. The parties thus move the Court to approve this extension, and in support of this motion, show the Court as follows:

1. On February 5, 2016, Plaintiff filed the Complaint and initiated this action against T-Mobile. Plaintiff completed service on T-Mobile on March 18, 2016. Accordingly, pursuant to Fla. R. Civ. P. 1.140, T-Mobile’s answer or other response to the Complaint is currently due to be filed on or before April 7, 2016. This deadline has not yet expired, and T-Mobile has not requested any prior extensions of time from this Court.

2. T-Mobile respectfully seeks this extension in order to address fully the various claims and allegations set forth in the Complaint. Prior to filing the instant motion, counsel for T-Mobile conferred with counsel for Plaintiff regarding the requested extension of time. Plaintiff’s counsel informed counsel for T-Mobile that Plaintiff gives his consent to the requested extension of T-Mobile’s response deadline.

3. Accordingly, T-Mobile respectfully requests that the Court, by entry of the proposed order filed concurrently herewith, grant it an additional fourteen (14) days to respond to Plaintiff's Complaint.

Dated: March 28, 2016.

Respectfully submitted,

/s/ J. Dennis Card

J. Dennis Card, Jr.  
Florida Bar No. 0487473  
Darren Newhart  
Florida Bar No. 0115546  
**HICKS MOTTO & EHRLICH, P.A.**  
3399 PGA Boulevard, Suite 300  
Palm Beach Gardens, FL 33410  
Telephone: (561) 687-1717  
Facsimile: (561) 697-3852  
*dcard@hmelawfirm.com*  
*dnewhart@hmelawfirm.com*

/s/ Kristine M. Brown

Kristine M. Brown  
Florida Bar No. 433640  
**ALSTON & BIRD LLP**  
1201 West Peachtree Street  
Atlanta, GA 30309-3424  
Telephone: 404-881-7000  
Facsimile: 404-253-8567  
*kristy.brown@alston.com*  
  
*Attorney for Defendant T-Mobile USA, Inc.*

James L. Kauffman  
Florida Bar No. 12915  
**BAILEY & GLASSER LLP**  
1054 31<sup>st</sup> Street, Suite 230  
Washington, DC 20007  
Telephone: (202) 463-2101  
Facsimile: (202) 342-2103  
*jkauffman@baileyglasser.com*

*Attorneys for Plaintiff Moshe Farhi*



**CERTIFICATE OF SERVICE**

I hereby certify that on this day I electronically filed the within and foregoing with the Clerk of Court using the electronic filing system, and additionally served counsel of record by depositing copy of same in the United States Mail in an envelope with adequate postage affixed thereon, properly addressed as follows:

James L. Kauffman  
BAILEY & GLASSER LLP  
1054 31<sup>st</sup> Street  
Suite 230  
Washington, DC 20007

J. Dennis Card, Jr.  
Darren Newhart  
HICKS MOTTO & EHRLICH, P.A.  
3399 PGA Boulevard  
Suite 300  
Palm Beach Gardens, FL 33410

This 28th day of March, 2016.

/s/ Kristine M. Brown  
KRISTINE M. BROWN  
*Attorney for Defendant T-Mobile USA, Inc.*

ALSTON & BIRD LLP  
One Atlantic Center  
1201 West Peachtree Street  
Atlanta, Georgia 30309-3424  
(404) 881-7000  
(404) 881-7777 (*Facsimile*)  
kristy.brown@alston.com

**IN THE CIVIL COURT OF THE 15TH JUDICIAL CIRCUIT IN AND FOR PALM  
BEACH COUNTY, FLORIDA**

MOSHE FARHI, on behalf of himself	)	
and all others similarly situated,	)	Case No. 502016CA001251XXXXSB
	)	
Plaintiff,	)	
	)	
v.	)	
	)	<b>[PROPOSED] ORDER GRANTING</b>
T-Mobile USA, Inc.,	)	<b>STIPULATION AND CONSENT MOTION</b>
	)	<b>TO EXTEND TIME TO RESPOND TO</b>
Defendant.	)	<b>CLASS ACTION COMPLAINT</b>

---

THIS CAUSE came before the Court upon the Consent Motion to Extend Time to Respond to Class Action Complaint on March 28, 2016. For good cause shown, it is hereby ORDERED, ADJUDGED and DECREED that Defendant T-Mobile USA, Inc. shall have an additional fourteen (14) days to respond to the Class Action Complaint filed in this case.

**IT IS SO ORDERED**, this \_\_\_\_ day of \_\_\_\_\_, 2016.

---

The Honorable Martin Colin  
Judge, 15th Judicial Circuit in and for Palm Beach County,  
Florida

# **EXHIBIT B**

**IN THE CIVIL COURT OF THE 15TH JUDICIAL CIRCUIT IN AND FOR PALM  
BEACH COUNTY, FLORIDA**

MOSHE FARHI, on behalf of himself	)	
and all others similarly situated,	)	Case No. 502016CA001251XXXXSB
	)	
Plaintiff,	)	
	)	
v.	)	<b><u>NOTICE OF FILING OF</u></b>
	)	<b><u>NOTICE OF REMOVAL</u></b>
T-MOBILE USA, INC.,	)	
	)	
Defendant.	)	

---

TO: Clerk of Court  
Fifteenth Judicial Circuit of Florida  
Palm Beach County  
205 N. Dixie Highway  
West Palm Beach, FL 33401

PLEASE TAKE NOTICE that, on April 15, 2016, pursuant to 28 U.S.C. §§ 1441 and 1446, Defendant T-Mobile ("T-Mobile") has filed in the United States District Court for the Southern District of Florida, West Palm Beach Division, its Notice of Removal of the above-captioned case, a true and correct copy of which is attached hereto as Tab 1. In accordance with 28 U.S.C. § 1446(d), the above-styled action is now removed and all further proceedings in the Circuit Court for the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, are stayed.

DATED this 15th day of April, 2016.

By: /s/ Scott Hawkins  
KRISTINE MCALISTER BROWN  
Fla. Bar No. 433640  
**ALSTON & BIRD LLP**  
1201 West Peachtree Street  
Atlanta, GA 30309-3424  
Telephone: (404) 881-7000  
Facsimile: (404) 881-7777  
*kristy.brown@alston.com*

SCOTT G. HAWKINS  
Fla. Bar No. 0460117

**JONES FOSTER JOHNSTON & STUBBS, P.A.**

505 South Flagler Drive, Suite 1100

West Palm Beach, FL 33501

Telephone: (561) 560-0460

Facsimile: (561) 650-5300

*shawkins@jonesfooster.com*

*Attorneys for Defendant T-Mobile USA, Inc.*

**IN THE CIVIL COURT OF THE 15TH JUDICIAL CIRCUIT IN AND FOR PALM  
BEACH COUNTY, FLORIDA**

MOSHE FARHI, on behalf of himself	)	
and all others similarly situated,	)	Case No. 502016CA001251XXXXSB
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
T-MOBILE USA, INC.,	)	
	)	
Defendant.	)	

---

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served a true and correct copy of the within and foregoing **NOTICE OF FILING OF NOTICE OF REMOVAL** via United States First Class Mail, with sufficient postage affixed thereto, upon the following:

James L. Kauffman  
BAILEY & GLASSER LLP  
1054 31<sup>st</sup> Street  
Suite 230  
Washington, DC 20007

J. Dennis Card, Jr.  
Darren Newhart  
HICKS MOTTO & EHRLICH, P.A.  
3399 PGA Boulevard  
Suite 300  
Palm Beach Gardens, FL 33410

On this 15th day of April, 2016.

By: /s/ Scott Hawkins  
SCOTT G. HAWKINS