



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

1. Which party is sending in the filing documents? (check one) <input checked="" type="checkbox"/> Consumer <input type="checkbox"/> Business		
2. Briefly explain the dispute: See attached EXHIBIT A		
3. Specify the amount of money in dispute, if any: \$ all amounts paid by Claimant for the Broadcast and Regional Sports Surcharges		
4. State any other relief you are seeking: [x] Attorney Fees [x] Interest [x] Arbitration Costs [x] Other: injunctive relief, exemplary and punitive damages and statutory damages		
5. Identify the requested city and state for the hearing if an in-person hearing is held: City: Pittsburg State: Kansas		
6. Please provide contact information for both the Consumer and the Business. Attach additional sheets or forms as needed.		
<b>Consumer:</b>		
Name: [REDACTED]		
Address: [REDACTED]		
City: Pittsburg	State: Kansas	Zip: [REDACTED]
Telephone: c/o Daniel M. Hattis, Esq. at: (425) 233-8628	Fax: (425) 412-7171	
Email Address: c/o dan@hattislaw.com		
<b>Consumer's Representative (if known):</b>		
Name: Daniel M. Hattis		
Firm: Hattis & Lukacs		
Address: 400 108th Ave NE, Suite 500		
City: Bellevue	State: Washington	Zip Code: 98004
Telephone: (425) 233-8628	Fax: (425) 412-7171	
Email Address: dan@hattislaw.com		
<b>Business:</b>		
Name: Coxcom, LLC and Cox Communications, Inc.		
Address: Cox Legal Department, Attn: Litigation Counsel, 6205-B Peachtree Dunwoody Road		
City: Sandy Springs	State: Georgia	Zip Code: 30328
Telephone:	Fax:	
Email Address: ArbitrationOptOut@cox.com		



<b>Business' Representative (if known):</b>		
Name: Joiava Thomas Philpott		
Firm: General Counsel for Cox Communications, Inc.		
Address: 6205-B Peachtree Dunwoody Road		
City: Atlanta	State: Georgia	Zip Code: 30328
Telephone: (404) 269-0983	Fax: (404) 269-0539	
Email Address: joiava.philpott@cox.com		
Date: 4/7/2022		

**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, NJ 08043.

To file online, visit [www.adr.org](http://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.

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.

# EXHIBIT A

Consumer Claimant [REDACTED] is a victim of Cox's bait-and-switch scheme whereby the Company charges customers more for its Cable TV service plans than Cox advertised and promised. Claimant is a current Cox TV customer in Pittsburg, Kansas, and has been a subscriber for 4 years. The billing address for Claimant's Cox account is [REDACTED], Pittsburg, Kansas [REDACTED].

Cox advertised and quoted to Claimant that the broadcast channels and/or local sports channels would be included in the advertised Cable TV package price, when in fact Cox charged Claimant extra for those channels via disguised extra service charges on the bill which Cox calls the "Broadcast Surcharge" and the "Regional Sports Surcharge" (collectively, the "Surcharges").

Cox never adequately disclosed to Claimant [REDACTED] that the Surcharges would be charged or that the true monthly price of the Cox Cable TV service plan would be higher than what Cox advertised and quoted. Cox also never adequately disclosed that the purportedly "guaranteed" service price would be covertly increased via increases to the so-called Surcharges in the middle of a promised promotional or contractual "guaranteed" fixed-price period.

Claimant purchased Claimant's Cox Cable TV service plan primarily for personal, family or household purposes.

Cox has charged Claimant [REDACTED] more than Claimant was promised via Cox's covert imposition of, and subsequent increases to, the Surcharges.

Cox's material misrepresentations, omissions, and failures to disclose were false, misleading, or deceptive acts or practices in violation of the Kansas Unfair Trade and Consumer Protection Act (Kan. Stat. §§ 50-623, *et seq.*). Cox engaged in specific deceptive and unconscionable trade practices declared unlawful by the Kansas Unfair Trade and Consumer Protection Act, including:

1. Cox knowingly made false representations that its Cable TV service plans
2. Cox willfully made false or ambiguous oral or written representations as to
3. Cox willfully failed to state material facts, or willfully concealed,

The Act allows a person who has been "aggrieved by a violation of this act" to recover actual damages or a civil penalty of \$10,000, whichever is greater. Kan. Stat. § 50-634(b). The Act also permits a person to obtain declaratory and injunctive relief. Kan. Stat. § 50-634(a).

Cox's actions were also breaches of contract and breaches of the implied duty of good faith and fair dealing. Cox's actions also constituted fraud.

## EXHIBIT A

Claimant [REDACTED] has suffered harm in the amount of all of the Surcharges Claimant has ever paid to Cox.

Claimant [REDACTED] demands full damages or restitution, as well as nominal damages, exemplary and/or punitive damages and statutory damages. Claimant also demands attorneys' fees and costs.

Claimant demands that Cox stop charging Claimant the Surcharges.

Claimant requests, individually and as a private attorney general to protect the general public, that the arbitrator order Cox to make the following practice changes:

1. Permanently enjoin Cox from advertising or quoting to Claimant, and to the general public, a Cable TV plan price if that price does not include any applicable monthly service charges such as the Broadcast Surcharge and the Regional Sports Surcharge;
2. Permanently enjoin Cox from advertising or representing to Claimant, and to the general public, that the broadcast television channels and local sports channels are included in the advertised and quoted price of its Cable TV service plans when in fact Cox charges extra for those channels via the Broadcast Surcharge and the Regional Sports Surcharge;
3. Permanently enjoin Cox from advertising or representing to Claimant, and to the general public, that the prices of its Cable TV service plans are fixed and will not increase during a specified promotional or contract period, when Cox in fact reserves the right to increase the service price during that period by increasing discretionary monthly service charges such as the Broadcast Surcharge and the Regional Sports Surcharge; and
4. Permanently enjoin Cox, including Cox's sales and customer service agents, from stating to Claimant, and to members of the general public, that the Broadcast Surcharge and the Regional Sports Surcharge are any of the following: (a) taxes; (b) government fees or charges; (c) regulatory fees or charges; (d) FCC fees or charges; or (e) charges over which Cox has no control.