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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE
UNLIMITED JURISDICTION**

PURYA GHRABETI, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

T-MOBILE USA, INC., and DOES 1-10
Inclusive,

Defendant.

Case No.

CLASS ACTION COMPLAINT

(1) Violation of Unfair Competition Law
(Cal. Business & Professions Code
§§ 17200 *et seq.*),

(Amount to Exceed \$35,000)

Jury Trial Demanded

1 Plaintiff PURYA GHRABETI (“Plaintiff”), individually and on behalf of all others
2 similarly situated, alleges as follows:

3 **NATURE OF THE ACTION**

4 1. Plaintiff, individually and on behalf of all others similarly situated, brings this
5 class action against Defendant T-Mobile USA, Inc. (“T-Mobile” or “Defendant”) for false
6 advertising, deceptive practices, and violations of California consumer protection statutes
7 arising from Defendant’s practice of advertising promotional gift card offers in connection with
8 new phone lines and failing to honor those promises after consumers make purchases.

9 2. Defendant T-Mobile is one of the largest mobile service providers in the United
10 States. As part of its promotional campaigns, T-Mobile routinely advertises financial incentives,
11 including prepaid gift cards, for customers who purchase new phones or add new lines of
12 service.

13 3. Plaintiff and numerous other consumers were induced by T-Mobile’s
14 representations to purchase additional lines or phones based on these promotional offers,
15 including a specific “\$200 gift card per line” promotion that was confirmed by store
16 representatives. After making qualifying purchases, T-Mobile failed to honor the gift card offer
17 and disclaimed any such promotion existed.

18 4. Defendant’s conduct constitutes false advertising under California Business &
19 Professions Code § 17500, unlawful and unfair business practices under § 17200.

20 5. Defendant took advantage of Plaintiff and similarly situated consumers unfairly,
21 fraudulently, and unlawfully.

22 6. Plaintiff seeks restitution, equitable relief, and injunctive relief for himself and
23 a class of similarly situated California consumers who were deceived by Defendant’s
24 promotional promises and suffered financial loss as a result.

25 **JURISDICTION AND VENUE**

26 7. This class action is brought pursuant to California Code of Civil Procedure §
27 382.

28 8. This Court has jurisdiction over Defendants because they conduct substantial

1 business in California and have purposefully directed their deceptive practices toward residents
2 of California, including Plaintiff.

3 9. Venue is proper in this Court because many of the unlawful acts, omissions,
4 and transactions giving rise to Plaintiff's claims occurred in the County of Riverside, and
5 Plaintiff contracted with Defendants and suffered injury in this County.

6 **PARTIES**

7 10. Plaintiff PURYA GHRABETI is an individual residing in California. In June
8 2024, Plaintiff visited a T-Mobile retail location in Menifee, California and purchased
9 multiple new phone lines based on the promise of receiving promotional \$200 gift cards per
10 line.

11 11. Defendant is a Delaware corporation with its principal place of business in
12 Bellevue, Washington. T-Mobile owns and operates wireless telecommunications retail
13 locations throughout California, including the Menifee location involved in this case.

14 13. Plaintiff is informed and believes, and thereon alleges, that all acts and omissions
15 alleged herein were committed by Defendant's authorized employees and agents acting within
16 the scope of their employment or agency, and that Defendant ratified such conduct.

17 14. Plaintiff is informed and believes, and thereon alleges, that said Defendants are
18 in some manner intentionally, negligently, or otherwise responsible for the acts, omissions,
19 occurrences, and transactions of each and all their employees, agents, and/or third parties acting
20 on their behalf, in proximately causing the damages herein alleged.

21 **FACTUAL ALLEGATIONS**

22 15. On or about June 16, 2024, Plaintiff and his wife visited the T-Mobile retail store
23 located at 30029 Haun Rd., Menifee, California 92584.

24 15. Plaintiff brought one cell phone with him and purchased two new cell phones and
25 corresponding lines of service, relying on representations made by T-Mobile associate "Celeste"
26 that each new line would qualify for a \$200 gift card.

27 16. Celeste informed Plaintiff that he would receive a total of \$400 in gift cards (i.e.,
28 \$200 per line) within approximately 10 weeks after the purchase and provided a confirmation of
this promotional offer.

1 17. Plaintiff did not sign a written contract and was not provided a copy of any
2 signed documentation. The transaction was completed electronically, and no written disclosure
3 of the terms of the promotion was supplied.

4 18. On or about September 10, 2024, Plaintiff received a call from a T-Mobile
5 supervisor who informed him that no such promotion existed and that the company would not
6 honor the promised gift cards.

7 19. Plaintiff possesses video evidence of Celeste making the promotional promise at
8 the Menifee T-Mobile store, stating that Plaintiff would receive the two \$200 gift cards.

9 20. Plaintiff conducted a Google search and discovered numerous similar consumer
10 complaints describing T-Mobile's failure to honor nearly identical promotional offers involving
11 gift cards after new line activations.

12 21. Plaintiff is informed and believes, and thereon alleges, that Defendant's retail
13 staff were instructed or permitted to advertise non-existent promotions in order to increase sales,
14 knowing that corporate policy would later deny fulfillment of those promises.

15 22. Plaintiff reasonably relied on the oral representations of the in-store associate and
16 would not have purchased the additional phones and service lines but for the gift card
17 promotion.

18 22. Plaintiff is informed and believes, and thereon alleges, that Defendant's
19 misrepresentations were part of a broader, uniform policy or practice of advertising
20 promotional gift card offers to induce new line purchases, while systematically failing to
21 honor those offers post-sale.

22 23. Plaintiff reasonably relied on Defendant's oral and written representations—
23 including statements made in person by store employees—that he would receive two \$200 gift
24 cards in connection with his purchase of new phone lines. Plaintiff would not have made the
25 purchase but for these representations.

26 24. In reliance on these misrepresentations, Plaintiff purchased two new phone
27 lines and devices from Defendant, expecting to receive \$400 in promotional gift cards, and
28 was harmed as a result when Defendant failed to deliver the promised gift cards.

CLASS ACTION ALLEGATIONS

25. Plaintiff brings this action, on behalf of himself and all others similarly situated, and thus, seeks class certification under California Code of Civil Procedure § 382.

26. The class Plaintiff seeks to represent (the “Class”) is defined as follows:

All individuals in California who, within the applicable statute of limitations period, purchased one or more new phone lines or devices from T-Mobile in reliance on a promotional offer promising a gift card or other financial incentive, and who did not receive the promised incentive.

27. As used herein, the term “Class Members” shall mean and refer to the members of the Class described above.

28. Excluded from the Class are Defendants, its affiliates, employees, agents, and attorneys, and the Court.

29. Plaintiff reserves the right to amend the Class, and to add additional subclasses, if discovery and further investigation reveals such action is warranted.

30. Upon information and belief, the proposed Class is composed of thousands of persons. The members of the class are so numerous that joinder of all members would be unfeasible and impractical.

31. The violations alleged in this Complaint are not contingent on individualized interactions between class members and Defendants. Rather, all claims arise from Defendant’s uniform marketing and business practices, including standardized oral and written representations regarding promotional gift card offers that Defendant failed to honor.

32. There are common questions of law and fact as to the Class Members that predominate over questions affecting only individual members, including but not limited to:

- a) Whether Defendant engaged in unlawful, unfair, or deceptive business practices by advertising promotional gift card offers without the intent or ability to fulfill them;
- b) Whether Defendant made false or misleading representations in its in-store communications, promotional materials, or customer confirmations;
- c) Whether Defendant profited from inducing consumers to make purchases

1 based on these false representations;

2 d) Whether Defendant's conduct violated the California Unfair Competition Law
3 (Bus. & Prof. Code §§ 17200 et seq.);

4 e) Whether Plaintiff and Class Members are entitled to equitable and/or
5 injunctive relief;

6 f) Whether Defendant's unlawful, unfair, and/or deceptive practices harmed
7 Plaintiff and Class Members; and

8 g) The appropriate method of calculation and extent of damages for Plaintiff and
9 Class Members.

10 33. Plaintiff is a member of the Class he seeks to represent.

11 34. The claims of Plaintiff are typical of all Class Members because they arise from
12 the same common course of conduct by Defendants.

13 35. Plaintiff has no interest antagonistic to, or in conflict with, the Class.

14 36. Plaintiff is qualified to, and will, fairly and adequately protect the interests of
15 each Class Member, because Plaintiff was induced by Defendant's advertisement during the
16 Class Period. Defendant's unlawful, unfair and/or fraudulent actions concerns the same
17 business practices described herein irrespective of where they occurred or were experienced.

18 37. Plaintiff will thoroughly and adequately protect the interests of the class, having
19 retained qualified and competent legal counsel experienced in complex consumer and class
20 action litigation.

21 38. Common questions will predominate over any individual questions, and the Class
22 mechanism provides a superior method for fair and efficient adjudication of the controversy.

23 **FIRST CAUSE OF ACTION**

24 **Violation of Unfair Competition Law**

25 **(Cal. Bus. & Prof. Code §§ 17200 et seq.)**

26 39. Plaintiff incorporates by reference each allegation set forth above as though fully
27 stated herein.

28 40. Actions for relief under the unfair competition law may be based on any business
act or practice that is within the broad definition of the UCL. Such violations of the UCL occur

1 as a result of unlawful, unfair or fraudulent business acts and practices. A plaintiff is required to
2 provide evidence of a causal connection between a defendant's business practices and the
3 alleged harm--that is, evidence that the defendant's conduct caused or was likely to cause
4 substantial injury. It is insufficient for a plaintiff to show merely that the defendant's conduct
5 created a risk of harm. Furthermore, the "act or practice" aspect of the statutory definition of
6 unfair competition covers any single act of misconduct, as well as ongoing misconduct.

7 UNFAIR

8 41. California Business & Professions Code § 17200 prohibits any "unfair ...
9 business act or practice." Defendant's acts, omissions, misrepresentations, and practices as
10 alleged herein also constitute "unfair" business acts and practices within the meaning of the
11 UCL in that its conduct is substantially injurious to consumers, offends public policy, and is
12 immoral, unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs any
13 alleged benefits attributable to such conduct. There were reasonably available alternatives to
14 further Defendant's legitimate business interests, other than the conduct described herein.
15 Plaintiff reserves the right to allege further conduct which constitutes other unfair business acts
or practices. Such conduct is ongoing and continues to this date.

16 42. In order to satisfy the "unfair" prong of the UCL, a consumer must show that the
17 injury: (1) is substantial; (2) is not outweighed by any countervailing benefits to consumers or
18 competition; and, (3) is not one that consumers themselves could reasonably have avoided.

19 43. Here, Defendant's conduct has caused and continues to cause substantial injury
20 to Plaintiff and members of the Class. Plaintiff and Class Members paid thousands of dollars
21 based on Defendants' false representations, never received the services promised, and have been
22 denied refunds. The injury is ongoing.

23 44. Defendants' conduct provided no benefit to consumers and served only
24 Defendants' financial interest in collecting prepayments for services they did not intend to
25 deliver. There are reasonably available alternatives to this deception—such as not soliciting
prepayments, or not accepting payments for services they could not fulfill.

26 45. Finally, the injury suffered by Plaintiff and members of the Class is not an injury
27 that these consumers could reasonably have avoided. Defendants withheld key facts, made
28

1 promises of imminent performance, and maintained a position of informational superiority,
2 making it impossible for consumers to detect the fraud until after they had suffered monetary
3 loss.

4 46. Thus, Defendant's conduct has violated the "unfair" prong of California Business
5 & Professions Code § 17200.

6 **FRAUDULENT**

7 47. California Business & Professions Code § 17200 prohibits any "fraudulent ...
8 business act or practice." In order to prevail under the "fraudulent" prong of the UCL, a
9 consumer must allege that the fraudulent business practice was likely to deceive members of the
10 public.

11 48. The test for "fraud" as contemplated by California Business and Professions
12 Code § 17200 is whether the public is likely to be deceived. Unlike common law fraud, a §
13 17200 violation can be established even if no one was actually deceived, relied upon the
14 fraudulent practice, or sustained any damage.

15 49. Here, Plaintiff reasonably relied on Defendant's representations that he would
16 receive \$200 gift cards for each new phone line purchased. Defendant created the false
17 impression—through its employees and marketing practices—that such promotions were active,
18 valid, and would be honored upon purchase, despite having no intention or ability to fulfill
19 them.

20 50. These misrepresentations were material to Plaintiff's and the Class Members'
21 decision to purchase new phone lines and devices from Defendant, as the promised gift cards
22 were a significant inducement to enter into the transactions.

23 51. Thus, Defendant's conduct has violated the "fraudulent" prong of California
24 Business & Professions Code § 17200.

25 **UNLAWFUL**

26 52. California Business and Professions Code Section 17200, *et seq.* prohibits "any
27 unlawful...business act or practice."

28 53. As alleged above, Defendant deceived Plaintiff and other Class Members by
falsely advertising promotional gift card offers, inducing purchases based on those promises,

1 and then failing to deliver the promised incentives.

2 54. Defendant used false advertising, in-store representations, and deceptive
3 marketing tactics to induce Plaintiff and Class Members to purchase phones and new lines of
4 service, in violation of California Business and Professions Code section 17500, et seq. Had
5 Defendant not engaged in this false advertising and deceptive conduct, Plaintiff and Class
6 Members would not have made these purchases.⁶⁷ These representations by Defendants are
7 therefore an “unlawful” business practice or act under Business and Professions Code Section
8 17200 *et seq.*

9 55. Defendants have thus engaged in unlawful, unfair, and fraudulent business acts
10 entitling Plaintiff and Class Members to judgment and equitable relief against Defendant, as set
11 forth in the Prayer for Relief. Additionally, pursuant to Business and Professions Code
12 section 17203, Plaintiff and Class Members seek an order requiring Defendant to immediately
13 cease such acts of unlawful, unfair, and fraudulent business practices and requiring Defendant to
14 correct its actions.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated,
17 respectfully requests that the Court enter judgment against Defendants and in favor of Plaintiff
18 and the Class and grant the following relief:

- 19 (a) An order certifying this action as a class action pursuant to Code of Civil
20 Procedure § 382, appointing Plaintiff as Class Representative, and
appointing the undersigned counsel as Class Counsel;
- 21 (b) An order requiring Defendant, at their own expense, to provide notice to
22 all Class Members of the pendency of this action and the unlawful,
deceptive, and unfair practices alleged herein;
- 23 (c) An order enjoining Defendant from engaging in the unlawful, unfair, and
24 deceptive business acts and practices described in this Complaint,
25 including the advertising of promotional gift card offers it does not intend
to honor;
- 26 (d) An order awarding restitution and/or disgorgement to Plaintiff and Class
27 Members for monies acquired by means of Defendant’s unfair and
28 deceptive practices, pursuant to Business & Professions Code §§ 17203
and 17535;

- 1 (e) An award of reasonable attorneys' fees and costs pursuant to Code of
2 Civil Procedure § 1021.5, and any other applicable provision of law;
3 (f) An award of prejudgment post-judgment interest as permitted by law; and
4 (g) Such other and further legal or equitable relief as the Court may deem
5 proper, just, and appropriate under the circumstances.

6 **REQUEST FOR JURY TRIAL**

7 56. Plaintiff requests a trial by jury as to all claims so triable.

8 Dated: July 25, 2025

Respectfully submitted,

9 LAW OFFICES OF TODD M. FRIEDMAN , P.C.

10
11 By: Todd M. Friedman

12 TODD M. FRIEDMAN, ESQ.

13 Attorney for Plaintiff
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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [T-Mobile Fails to Issue \\$200 Promotional Gift Cards as Promised, Class Action Lawsuit Claims](#)
