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**NO FEE PURSUANT TO  
GOVERNMENT CODE § 6103**

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **COUNTY OF SAN FRANCISCO**  
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13  
14 **PEOPLE OF THE STATE OF  
CALIFORNIA,**

Plaintiff,

v.

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16  
17 **T-MOBILE USA, INC.,**

Defendants.  
18  
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Case No.

**COMPLAINT FOR INJUNCTIVE AND  
OTHER RELIEF**

(BUS. & PROF. CODE, §§ 17200 et seq.;  
17500 et seq.)

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21 **COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF**

22 1. Plaintiff, the PEOPLE OF THE STATE OF CALIFORNIA (“Plaintiff” or “the  
23 People”), by and through Rob Bonta, Attorney General of the State of California, brings this  
24 action against Defendant, T-Mobile USA, Inc. (“T-Mobile” or “Defendant”), for violating the  
25 California Unfair Competition Law (“UCL”) (Bus. & Prof. Code § 17200 et seq.) and the  
26 California False Advertising Law (“FAL”) (Bus. & Prof. Code § 17500 et seq.), and alleges the  
27 following on information and belief.  
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- 1           •    **Switch-and-Save Claims:** T-Mobile has also made switch-and-save claims,  
2                    promising to pay early-termination fees charged by rival carriers if a consumer  
3                    switches to T-Mobile. Taking advantage of switch-and-save claims, however, can be  
4                    complicated. Consumers may be required to fill out transfer paperwork or to submit  
5                    documentation from their prior wireless provider to take advantage of the savings,  
6                    which some consumers fail to do because they do not understand these steps. In other  
7                    circumstances, the consumer must shoulder the cost of cancellation or termination fees  
8                    for many weeks until they receive the rebate from their new carrier, or receive credits  
9                    that they can only apply toward products and services provided by their new carrier.
- 10           •    **Discounted Services Claims:** T-Mobile has also advertised that they will beat the  
11                   rate paid by the consumer to a competitor. These claims can be deceptive, however,  
12                   because they sometimes compare competing plans that are more akin to an apples-to-  
13                   oranges than an apples-to-apples comparison.
- 14           •    **Free or Discounted Device Claims:** T-Mobile has run promotions promising a  
15                   “free” device when a consumer signs up for a certain service. However, in order to  
16                   receive a “free” device, consumers may be required to pay hidden fees, purchase a  
17                   qualifying predicate device before they can receive the free device, or stay enrolled in  
18                   a plan for a predetermined period of time.
- 19           •    **Device Leases:** Prior to its acquisition by T-Mobile, Sprint sometimes represented  
20                   that a consumer was “receiving” or “purchasing” a device, when in reality, the  
21                   consumer entered into a lease for the device. Mischaracterizing a lease as a purchase is  
22                   deceptive. Whereas a purchase agreement leads to outright ownership by the consumer  
23                   after the consumer makes all scheduled payments, leases may require the consumer to  
24                   either return or buy the device after all scheduled lease payments. Some lease claims  
25                   are related to Sprint’s “free” device claims, as Sprint provided some “free” devices in  
26                   the form zeroed-out lease agreements that required the consumer to either return or  
27                   purchase the device after making the specified number of zeroed-out lease payments.

1 **VIOLATIONS OF LAW**

2 **FIRST CAUSE OF ACTION: CALIFORNIA UNFAIR COMPETITION LAW**

3 6. The People reallege and incorporate each and every allegation contained in the  
4 preceding paragraphs 1 through 5, inclusive, as though set forth here in full.

5 7. Defendants have engaged in business acts or practices that were unlawful, unfair,  
6 deceptive, or misleading, and therefore violated Business and Professions Code section 17200.  
7 These acts and practices include material misrepresentations and/or omissions regarding the  
8 wireless services provided by T-Mobile, including but not limited to, statements regarding:  
9 unlimited data claims, switch-and-save claims, discounted service claims, free or discounted  
10 device claims, and device leases. These misrepresentations and/or omissions were material and  
11 likely to deceive a reasonable T-Mobile customer or prospective customer.

12 **SECOND CAUSE OF ACTION: CALIFORNIA FALSE ADVERTISING LAW**

13 8. The People reallege and incorporate each and every allegation contained in the  
14 preceding paragraphs 1 through 7, inclusive, as though set forth here in full.

15 9. Defendants have engaged in business acts or practices that constitute violations of  
16 Business and Professions Code section 17500. These acts and practices include making  
17 misrepresentations and/or omissions regarding the wireless services provided by T-Mobile, which  
18 Defendants knew, or by the exercise of reasonable care should have known, were untrue or  
19 misleading at the time Defendants made them. These misrepresentations and omissions include,  
20 but are not limited to, statements regarding: unlimited data claims, switch-and-save claims,  
21 discounted service claims, free or discounted device claims, and device leases. These  
22 misrepresentations and/or omissions were material and likely to deceive a reasonable T-Mobile  
23 customer or prospective customer.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, the People of the State of California respectfully request that this  
26 honorable Court enter an order:  
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