

10/24/2025

By: S. Decker Deputy

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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SACRAMENTO**

16 RYAN DIAZ, as an individual and on
17 behalf of all others similarly situated,

18 Plaintiff,

19 vs.
20

21 T-MOBILE USA, INC., a Delaware
22 corporation; and DOES 1 through 50,
23 inclusive,

24 Defendants.

Case No.: **25CV025447**

**REPRESENTATIVE ACTION COMPLAINT
FOR:**

**(1) VIOLATION OF CAL. LABOR CODE §
2698, ET SEQ.**

DEMAND EXCEEDS \$35,000.00

1 Plaintiff Ryan Diaz (“Plaintiff”) hereby submits this representative action complaint
2 (“Complaint”) against Defendant T-Mobile USA, Inc. (“Defendant” or the “Company”), and
3 Does 1-50 (hereinafter collectively referred to as “Defendants”), on behalf of himself and all
4 other aggrieved employees of Defendants for penalties pursuant to the Private Attorneys General
5 Action, Labor Code § 2698, *et seq.* as follows:

6 **INTRODUCTION**

7 1. This action is within the Court’s jurisdiction under California Labor Code §§ 201-
8 203, 226, 246, and 2698, *et seq.*, and the applicable Wage Orders of the Industrial and Welfare
9 Commission (the “IWC”).

10 2. This Complaint challenges systemic illegal employment practices resulting in
11 violations of the California Labor Code against Defendant’s employees.

12 3. Plaintiff is informed and believes and based thereon alleges that Defendants
13 jointly and severally have acted intentionally and with deliberate indifference and conscious
14 disregard of the rights of all non-exempt employees by failing to pay sick pay at the correct
15 regular rate of pay, failing to pay all wages owed at separation of employment, and failing to
16 provide accurate itemized wage statements issued to employees.

17 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 have engaged in, among other things, a system of willful violations of the California Labor Code
19 and the applicable IWC Wage Orders by creating and maintaining policies, practices, and
20 customs that knowingly deny employees the above stated rights and benefits.

21 **JURISDICTION AND VENUE**

22 5. The Court has jurisdiction over the violation of California Labor Code §§ 201-
23 203, 226, 246, and 2698, *et seq.*

24 6. Venue is proper in Sacramento County, because Defendants conducted business
25 in Sacramento County.

26 **PARTIES**

27 7. Plaintiff was employed by Defendants as a non-exempt employee from on or
28 about January 31, 2023, until on or about June 20, 2025. Throughout his employment, Plaintiff

1 worked as an hourly, non-exempt employee.

2 8. Plaintiff is informed and believes and based thereon alleges that Defendant T-
3 Mobile USA, Inc. was and is a Delaware corporation that operates as a telecommunications
4 provider throughout the State of California, including in Sacramento County.

5 9. Plaintiff is informed and believes and based thereon alleges that at all times herein
6 mentioned Defendant and Does 1 through 50 are and were business entities, individuals, and
7 partnerships, licensed to do business and actually doing business in the State of California. As
8 such, and based upon all the facts and circumstances incident to Defendants' business in
9 California, Defendants are subject to Labor Code §§ 201-203, 226, 246, and 2698, *et seq.*, and
10 the applicable IWC Wage Orders.

11 10. Plaintiff does not know the true names or capacities, whether individual, partner,
12 or corporate, of the Defendants sued herein as Does 1 through 50, inclusive, and for that reason,
13 said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
14 complaint when the true names and capacities are known. Plaintiff is informed and believes and
15 based thereon alleges that each of said fictitious Defendants was responsible in some way for the
16 matters alleged herein and proximately caused Plaintiff and aggrieved employees to be subject to
17 the illegal employment practices, wrongs, and injuries complained of herein.

18 11. At all times herein mentioned, each of said Defendants participated in the doing
19 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
20 Defendants, and each of them, were the agents, servants, and employees of each of the other
21 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
22 acting within the course and scope of said agency and employment.

23 12. Plaintiff is informed and believes and based thereon alleges that at all times
24 material hereto, each of the Defendants named herein was the agent, employee, alter ego, and/or
25 joint venturer of, or working in concert with each of the other co-Defendants and was acting
26 within the course and scope of such agency, employment, joint venture, or concerted activity. To
27 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
28 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting

Defendants.

13. At all times herein mentioned, Defendants, and each of them, were members of, and engaged in, a joint venture, partnership, and common enterprise, and acting within the course and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

14. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged. At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing the damages as herein alleged.

FIRST CAUSE OF ACTION

VIOLATION OF LABOR CODE § 2698, *ET SEQ.*

**(BY PLAINTIFF, ON BEHALF OF THE STATE AND AGGRIEVED EMPLOYEES,
AGAINST ALL DEFENDANTS)**

15. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

16. Plaintiff brings this cause of action as a proxy for the State of California and in this capacity, seeks penalties on behalf of all aggrieved employees in the State of California from July 24, 2024, through the present, for Defendants' violations of Labor Code §§ 201-203, 226, and 246, arising from Defendants' policy and practice of: (a) failing to pay sick pay at the correct regular rate of pay that includes all non-discretionary remuneration earned, in violation of Labor Code §§ 201-203 and 246; (b) failure to pay all wages owed at termination of employment, in violation of Labor Code §§ 201-203; and (c) failure to issue accurate itemized wage statements to employees, in violation of Labor Code § 226.

17. With respect to Defendants' violations of Labor Code §§ 201-203 and 246, employers are required to pay employees paid sick leave at the regular rate of pay.

18. As a pattern and practice, whenever Defendants paid Plaintiff and aggrieved

1 employees sick pay wages pursuant to California Labor Code § 246, Defendants did so at the
2 incorrect rate of pay. Defendants paid Plaintiff and aggrieved employees at a lower rate of pay
3 than the regular rate of pay, as required by Labor Code § 246. This resulted in the employees
4 being underpaid for sick pay.

5 19. Defendants also further violated Labor Code §§ 201, 202, and 203, because
6 Defendants did not pay, or timely pay, Plaintiff and aggrieved employees all owing and unpaid
7 wages for work performed by them during their employment and at the end of their employment
8 as a result of Defendants' sick pay regular rate violations.

9 20. With respect to Defendants' violation of Labor Code § 226, Defendants failed to
10 issue accurate itemized wage statements to employees.

11 21. Plaintiff and aggrieved employees were paid hourly. As such, the wage statements
12 should have reflected all applicable hourly rates in effect during the pay period and gross and net
13 wages earned. However, the wage statements provided to Plaintiff and aggrieved employees
14 failed to identify such information. As a result of the sick pay regular rate violations identified
15 above, the corresponding wage statements issued to Plaintiff and aggrieved employees identified
16 incorrect hourly rates of pay and wages earned during the pay period. In addition, the wage
17 statements issued to Plaintiff and aggrieved employees failed to identify the correct gross and net
18 wages earned.

19 22. On or about July 24, 2025, Plaintiff sent written notice to the California Labor and
20 Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code §§ 201-
21 203, 226, and 246, pursuant to the PAGA. In addition to the LWDA, Plaintiff also sent his notice
22 to Defendants via certified mail pursuant to Labor Code § 2699.3.

23 23. As of the date of the filing of this Complaint, the LWDA has not responded to
24 Plaintiff's written notice nor has it indicated that it intends to investigate the Labor Code
25 violations provided for in the written notice.

26 24. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all
27 applicable civil penalties for Defendants' violations of Labor Code §§ 201-203, 226, and 246, for
28 the time period described above, on behalf of himself and other aggrieved employees.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays for judgment individually and all others on whose behalf
3 this suit is brought against Defendants, jointly and severally, as follows:

4 1. Upon the First Cause of Action, for the full amount of civil penalties pursuant to
5 statute as set forth in California Labor Code § 2698, *et seq.*, and for costs and attorneys' fees;

6 2. On all causes of action, for attorneys' fees and costs as provided by California
7 Labor Code §§ 218.5 and 2699, and Code of Civil Procedure § 1021.5; and

8 3. For such other and further relief as the Court may deem just and proper.
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10 DATED: October 24, 2025

DIVERSITY LAW GROUP, P.C.

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12 By: 
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14 Mai Tulyathan
15 Attorneys for Plaintiff and Aggrieved Employees
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