

FILED
2025 MAY 16 02:54 PM
KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE #: 25-2-14873-4 SEA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

RORY LOWE, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

T-MOBILE USA, INC., a foreign profit corporation doing business as T-MOBILE, TUX RESEARCH, VOICESTREAM WIRELESS HOLDING CORPORATION, and VOICESTREAM WIRELESS HOLDING CORP; T-MOBILE CENTRAL LLC, a foreign limited liability company; T-MOBILE FINANCIAL LLC, a foreign limited liability company doing business as T-MOBILE, T-MOBILE FINANCIAL, LLC, T-MOBILE FINANCIAL, L L C, T-MOBILE LEASING LLC, and T-MOBILE FINANCIAL 300F TRUCK; T-MOBILE LEASING LLC, a foreign limited liability company doing business as T-MOBILE, T-MOBILE LEASING, LLC, T-MOBILE LEASING, L L C, T-MOBILE LEASING LLC (MOBILE SHOWROOM), T-MOBILE WEST 300F TRUCK, T-MONILE WEST LLC, WIRELESS VISION LLC, and ATTN: LICENSING T-MOBILE LEASING LLC; T-MOBILE RESOURCES LLC, a foreign limited liability company doing business as PCS WIRELESS SYSTEMS PURCHASING CORPORATION; T-MOBILE WEST LLC, a foreign limited liability company doing

No.

**CLASS ACTION COMPLAINT FOR
DISCRIMINATION**

business as T-MOBILE, TMOBILE WEST, TMOBILE WEST LLC, T-MOBILE WEST, LLC, T-MOBILE WEST CORPORATION, T-MOBILE WEST LLC 8700 VAN MALL DR, T MOBILE WEST CORP DBA T MOBILE, T-MOBILE (SITE #SE3551), T-MOBILE WIRELS SITE#SE03556, T-MOBILE WEST 300F TRUCK, T-MOBILE WEST LLC – 164TH AVE, T-MOBILE WEST L L C, T-MOBILE WEST. LLC, and T-MOBILE WEST LLC 8815 VAN MALL DR; and DOES 1-20, as yet unknown Washington entities,

Defendants.

Plaintiff Rory Lowe (“Plaintiff”), on behalf of herself and all others similarly situated (the “Class”), brings this action against Defendants T-Mobile USA, Inc.; T-Mobile Central LLC; T-Mobile Financial LLC; T-Mobile Leasing LLC; T-Mobile Resources LLC; and T-Mobile West LLC (collectively, “Defendants”) and alleges, upon personal knowledge as to Plaintiff’s own actions and Plaintiff’s counsel’s investigation, and upon information and belief as to all other matters, as follows:

I. NATURE OF THE EPOA

1. This is a class action lawsuit to remedy Defendants’ ongoing violation of Plaintiff and Class members’ civil rights.

2. Effective January 1, 2023, employers with 15 or more employees must disclose, in each posting for each job opening, the wage scale or salary range and a general description of all of the benefits and other compensation being offered to the hired applicant. *See* RCW 49.58.110(1).

3. The Washington Legislature finds that “despite existing equal pay laws, there continues to be a gap in wages and advancement opportunities among workers in Washington.” RCW 49.58.005(1). The Legislature further finds that “lower starting salaries translate into lower pay, less family income, and more children and families in poverty.” RCW 49.58.005(3)(c).

1 4. This lawsuit follows important, recent research which revealed pervasive pay
2 disparity in Washington with respect to both women and other protected classes. In particular, the
3 study found that women are paid 78 cents for every dollar paid to men—a decline from 80 cents
4 to the dollar a decade ago. *See* Alison Saldanha, *Seattle’s pay gap between women and men just*
5 *won’t stop growing* (Mar. 8, 2024), [https://www.seattletimes.com/business/seattle-hits-rock-](https://www.seattletimes.com/business/seattle-hits-rock-bottom-in-terms-of-the-pay-gap-between-women-and-men/)
6 bottom-in-terms-of-the-pay-gap-between-women-and-men/.

7 5. “Some folks do not have the networks or ability to negotiate salaries. Salaries vary
8 wildly in companies within the same industry and applicants do not have the ability to know what
9 the value of the position is.” Engrossed Substitute S.B. 5761 House Bill Report, 67th Leg., Reg.
10 Sess. (Wash. 2022). The pay transparency provision of the Washington Equal Pay and
11 Opportunities Act (“EPOA”), RCW 49.58.110, “allows a discussion at the start of the process
12 instead of after an offer has been made, which will increase the ability to negotiate pay.” *Id.*
13 Additionally, “[m]any candidates spend hours going through rounds of interviews only to find
14 out they can’t live on the offered pay.” Engrossed Substitute S.B. 5761 Senate Bill Report, 67th
15 Leg., Reg. Sess. (Wash. 2022). The EPOA makes Washington “more competitive” for job
16 seekers. *Id.*

17 6. “[P]ay range disclosures function primarily to correct information asymmetry:
18 they give applicants access to key information that only the employer may know. This information
19 is essential to help job candidates, particularly females and candidates in other protected classes,
20 to achieve equal pay when faced with negotiating a starting salary. Pay range disclosures also
21 stand to help current employees discover if they are being underpaid, either to ask for more or
22 equitable compensation or, if the employee suspects discrimination, to initiate an enforcement
23 action.” Stephanie Bornstein, *The Enforcement Value of Disclosure*, 72 Duke L.J. 1771, 1789
24 (2023).

25 7. “[T]he duty to disclose a pay range and to do so publicly goes further, serving
26 other important purposes of a disclosure scheme. It may induce behavior-forcing effects by
27 requiring an employer to identify the pay received by other employees currently in the position

and set new employee pay comparably. The goal is that the employer will create pay uniformity based on the position itself rather than the person holding the position.” *Id.* at 1790.

8. “That pay range postings are public creates additional pressure on employers to provide accurate and fair salary ranges that will attract the best job applicants. And setting pay in a range to which an employer has publicly pre-committed may likely limit the role that even unconscious gender and racial biases play in pay setting.” *Id.*

9. On January 1, 2021, the State of Colorado enacted a similar pay transparency law that requires online job postings to include information about the expected salary of the position. “One early study of the Colorado pay range posting law showed that, among firms that complied, posted job salaries increased by 3.6 percent.” *Id.* (citing David Arnold, Simon Quach & Bledi Taska, *The Impact of Pay Transparency in Job Postings on the Labor Market 2* (Aug. 17, 2022) (unpublished manuscript), <https://perma.cc/KBQ5-L9U2>).

10. This is a class action on behalf of individuals who applied to job openings with Defendants where the job postings did not include the wage scale or salary range being offered in direct violation of RCW 49.58.110.

11. Plaintiff and the Class seek injunctive relief to address Defendants’ refusal to include a wage scale or salary range in their job postings, and statutory damages pursuant to RCW 49.58.070 and RCW 49.58.110.

II. JURISDICTION AND VENUE

12. This Court has jurisdiction over this cause of action pursuant to RCW 2.08.010.

13. Venue is proper in this Court pursuant to RCW 4.12.025 because the acts and omissions alleged took place, in whole or in part, in King County, Washington, and Defendants reside and transact business in King County, Washington.

14. Federal jurisdiction is inappropriate under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4)(A), because: (a) all Class members are applicants of a Washington employer, or were applicants of a Washington employer, at all times relevant to their interactions with Defendants; (b) Defendants are registered to conduct business, and regularly transact business,

1 within Washington; and (c) the alleged conduct of Defendants occurred within Washington.
2 Alternatively, federal jurisdiction is inappropriate under the Class Action Fairness Act because:
3 (a) pursuant to 28 U.S.C. § 1332(d)(4)(B), more than two-thirds of the Class reside in
4 Washington; and (b) pursuant to 28 U.S.C. § 1332(d)(2), the amount in controversy does not
5 exceed the sum or value of \$5,000,000, exclusive of interest and costs.

6 **III. PARTIES**

7 15. Plaintiff Rory Lowe resides in King County, Washington and applied for a position
8 with Defendants in the State of Washington.

9 16. Defendant T-Mobile USA, Inc. is a foreign profit corporation doing business as
10 T-Mobile, Tux Research, Voicestream Wireless Holding Corporation, and Voicestream Wireless
11 Holding Corp. Defendant T-Mobile USA, Inc. regularly transacts business in King County,
12 Washington and has offices for the transaction of business in King County, Washington, at 12920
13 Southeast 38th Street, Bellevue, Washington 98006 and 555 Northeast Northgate Way # 2010,
14 Seattle, Washington 98125.

15 17. Defendant T-Mobile Central LLC is a foreign limited liability company that
16 regularly transacts business in King County, Washington and has an office for the transaction of
17 business in King County, Washington, at 12920 Southeast 38th Street, Bellevue, Washington
18 98006.

19 18. Defendant T-Mobile Financial LLC is a foreign limited liability company doing
20 business as T-Mobile, T-Mobile Financial, LLC, T-Mobile Financial, L L C, T-Mobile Leasing
21 LLC, and T-Mobile Financial 300F Truck. Defendant T-Mobile Financial LLC regularly transacts
22 business in King County, Washington and has offices for the transaction of business in King
23 County, Washington, at 12920 Southeast 38th Street, Bellevue, Washington 98006 and 19893 1st
24 Avenue South, Suite 207, Normandy Park, Washington 98148.

25 19. Defendant T-Mobile Leasing LLC is a foreign limited liability company doing
26 business as T-Mobile, T-Mobile Leasing, LLC, T-Mobile Leasing, L L C, T-Mobile Leasing LLC
27 (Mobile Showroom), T-Mobile West 300f Truck, T-Monile West LLC, Wireless Vision LLC,

1 and Attn: Licensing T-Mobile Leasing LLC. Defendant T-Mobile Leasing LLC regularly
2 transacts business in King County, Washington and has offices for the transaction of business in
3 King County, Washington, at 12920 Southeast 38th Street, Bellevue, Washington 98006 and
4 661 120th Avenue Northeast, Bellevue, Washington 98005.

5 20. Defendant T-Mobile Resources LLC is a foreign limited liability company doing
6 business as PCS Wireless Systems Purchasing Corporation. Defendant T-Mobile Resources LLC
7 regularly transacts business in King County, Washington and has offices for the transaction of
8 business in King County, Washington, at 12920 Southeast 38th Street, Bellevue, Washington
9 98006 and 10401 Martin Luther King Way South # B, Seattle, Washington 98100.

10 21. Defendant T-Mobile West LLC is a foreign limited liability company doing
11 business as T-Mobile, TMobile West, TMobile West LLC, T-Mobile West, LLC, T-Mobile West
12 Corporation, T-Mobile West LLC 8700 Van Mall Dr, T Mobile West Corp DbA T Mobile, T-
13 Mobile (Site #Se3551), T-Mobile Wirels Site#Se03556, T-Mobile West 300f Truck, T-Mobile
14 West LLC – 164th Ave, T-Mobile West L L C, T-Mobile West. LLC, and T-Mobile West LLC
15 8815 Van Mall Dr. Defendant T-Mobile West LLC regularly transacts business in King County,
16 Washington and has offices for the transaction of business in King County, Washington, at 12920
17 Southeast 38th Street, Bellevue, Washington 98006 and 3120 139th Avenue Southeast Building
18 5, Bellevue, Washington 98005.

19 22. Plaintiff is currently unaware of the true names and capacities of the defendants
20 sued herein under fictitious names Does 1-20, inclusive, and therefore sues such defendants by
21 such fictitious names. Plaintiff will seek leave to amend this Complaint to allege the true names
22 and capacities of the fictitiously named defendants when their true names and capacities have
23 been ascertained. Plaintiff is informed and believes, and thereon alleges, each of the fictitiously
24 named defendants is legally responsible in some manner for the events and occurrences alleged
25 herein, and for the damages suffered by Plaintiff and the Class.

26 **IV. STATEMENT OF FACTS**

27 23. Effective January 1, 2023, all Washington employers with 15 or more employees

1 are required to disclose, in each posting for each job opening, the wage scale or salary range, and
2 a general description of all of the benefits and other compensation being offered to the hired
3 applicant. *See* RCW 49.58.110.

4 24. For the purposes of RCW 49.58.110, “posting” means any solicitation intended to
5 recruit job applicants for a specific available position, including recruitment done directly by an
6 employer or indirectly through a third party, and includes any postings done electronically, or
7 with a printed hard copy, that includes qualifications for desired applicants. RCW 49.58.110(1).

8 25. Defendants employ more than 15 individuals.

9 26. From January 1, 2023, to the present, Plaintiff and more than 40 Class members
10 applied to job openings with Defendants for positions located in Washington where the postings
11 did not disclose the wage scale or salary range, and/or a general description of all of the benefits
12 and other compensation to be offered to the hired applicant.

13 27. Despite RCW 49.58.110 becoming effective January 1, 2023, Defendants continue
14 to withhold pay and/or benefits information in some, if not all, of their job postings for
15 Washington-based positions.

16 28. As of the date of this filing, Defendants continue to employ discriminatory hiring
17 practices as a result of their ongoing refusal to comply with RCW 49.58.110.

18 29. Defendants’ refusal to post a wage scale or salary range, and/or a general
19 description of all of the benefits and other compensation to be offered, in job postings is a
20 violation of Plaintiff and Class members’ civil rights, as specifically defined by RCW 49.58.110.

21 30. On or about October 1, 2024, Plaintiff applied for a job opening in King County,
22 Washington with Defendants.

23 31. The posting for the job opening Plaintiff applied to did not disclose the wage scale
24 or salary range.

25 32. In working through the application, Plaintiff expected that at some point she would
26 learn the pay range for the open position.

27 33. However, Defendants withheld the pay range for the open position in the job

posting and throughout the application process, forcing Plaintiff to complete the entire application without learning the pay range.

34. A true and correct copy of Defendants' job posting that Plaintiff responded to is attached hereto as Exhibit 1.

35. As a result of Defendants' refusal to publish the wage scale or salary range within the job posting, Plaintiff was unable to determine the pay range for the position.

36. As a result of Defendants' refusal to disclose the pay range Plaintiff remains unable to evaluate the pay for the position and compare that pay to other available positions in the marketplace, which negatively impacts Plaintiff's current and lifetime wages.

37. As a result of Defendants' refusal to disclose the pay range in the job posting, Plaintiff's ability to negotiate pay remains adversely affected.

38. Plaintiff lost valuable time applying for a position for which the wage scale or salary range being offered was not disclosed. As noted by the Legislature, "[m]any candidates spend hours going through rounds of interviews only to find out they can't live on the offered pay." Engrossed Substitute S.B. 5761 Senate Bill Report, 67th Leg., Reg. Sess. (Wash. 2022).

39. Plaintiff has experienced economic and non-economic harm as a direct result of Defendants' discriminatory hiring practices, their violation of RCW 49.58.110, and their contribution to wage inequality as a result of their refusal to post a pay range in the job postings they publish.

40. Plaintiff and the Class are victims of Defendants' discriminatory hiring practices, which are specifically prohibited by RCW 49.58.110.

41. Defendants engaged in a common course of conduct of failing to disclose the wage scale or salary range, and/or a general description of all of the benefits and other compensation to be offered to the hired applicant, in the job postings to which Plaintiff and the Class applied.

42. As a result of Defendants' systemic violations of RCW 49.58.110, and the EPOA generally, the Class has experienced harm identical to that experienced by Plaintiff.

43. Plaintiff and each Class member seek statutory damages of \$5,000, plus their

reasonable attorneys' fees and costs.

V. CLASS ACTION ALLEGATIONS

44. Class Definition. Under Civil Rule 23(a) and (b)(3), Plaintiff brings this case as a class action against Defendants on behalf of the Class defined as follows (the "Class"):

All individuals who, from January 1, 2023, through the date notice is provided to the Class, applied for a job opening in the State of Washington with T-Mobile USA, Inc.; T-Mobile Central LLC; T-Mobile Financial LLC; T-Mobile Leasing LLC; T-Mobile Resources LLC; or T-Mobile West LLC, where the job posting did not disclose a wage scale or salary range, and/or a general description of all of the benefits and other compensation to be offered to the hired applicant.

45. Excluded from the Class are Defendants and Defendants' officers, directors, and independent contractors, and any judge to whom this case is assigned, as well as his or her staff and immediate family.

46. Numerosity. There are potentially dozens of Class members who applied for jobs with Defendants within the time period relevant to this matter. Joinder of all such individuals is impracticable. Further, the disposition of all claims of the Class in a single action will provide substantial benefits and efficiency to all parties and to the Court.

47. Commonality. Because Class members applied for job openings that did not disclose the wage scale, salary range, and/or benefits being offered, this is a straightforward matter of determining whether Defendants' actions violate Washington law, and, if so, assessing statutory damages.

48. Typicality. Plaintiff's claims are typical of the claims of the Class. Plaintiff and Class members applied for job openings with Defendants that did not disclose the wage scale, salary range, and/or benefits being offered.

49. Adequacy. Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff has retained competent and capable attorneys with substantial experience in complex class action litigation. Plaintiff and Plaintiff's counsel are committed to prosecuting this action vigorously on behalf of the Class and have the financial resources to do so. Neither Plaintiff nor

1 Plaintiff's counsel have interests that are contrary to or that conflict with those of the Class.

2 50. Predominance. Defendants have engaged in a common course of conduct of failing
3 to disclose the wage scale, salary range, and/or benefits being offered in job postings in violation
4 of RCW 49.58.110. The common issues arising from Defendants' unlawful conduct affect
5 Plaintiff and Class members and predominate over any individual issues. Adjudication of these
6 common issues in a single action has the important and desirable advantage of judicial economy.

7 51. Superiority. Plaintiff and the Class have suffered, and will continue to suffer, harm
8 and damages as a result of Defendants' unlawful and wrongful conduct. Absent a class action,
9 however, most Class members would find the cost of litigating their claims prohibitive, especially
10 when that cost is balanced against each individual's respective potential award. Class treatment
11 is superior to multiple individual lawsuits or piecemeal litigation because it conserves judicial
12 resources, promotes consistency and efficiency of adjudication, provides a forum for claimants
13 with smaller cases and those with few resources, and deters illegal activities. There will be no
14 significant difficulty in the management of this case as a class action. The members of the Class
15 and the job postings to which they applied are readily identifiable through Defendants' own
16 records.

17 VI. CAUSE OF ACTION

18 FIRST CAUSE OF ACTION

19 VIOLATION OF RCW 49.58.110

20 *Claim of Relief for Plaintiff and the Class*

21 52. Plaintiff incorporates by reference all foregoing factual allegations and realleges
22 them as though fully set forth herein.

23 53. As described more fully above, Defendants did not disclose the wage scale or
24 salary range, and/or a general description of all of the benefits and other compensation to be
25 offered to the hired applicant, in their job postings seeking workers for their Washington
26 locations.

27 54. On or after January 1, 2023, Plaintiff and Class members applied for job openings
with Defendants where the job postings did not disclose the wage scale or salary range, and/or a

1 general description of all of the benefits and other compensation to be offered to the hired
2 applicant.

3 55. Defendants' actions and omissions violate RCW 49.58.110.

4 56. As a result of Defendants' actions and omissions, Plaintiff and the Class have
5 experienced economic and non-economic harm.

6 57. Plaintiff and the Class seek statutory damages pursuant to RCW 49.58.070 and
7 RCW 49.58.110, as opposed to their actual damages.

8 58. Plaintiff and the Class also seek to recover their costs and reasonable attorneys'
9 fees.

10 **VII. REQUEST FOR RELIEF**

11 Plaintiff, individually and on behalf of the members of the Class, requests that the Court
12 enter judgment against Defendants as follows:

13 59. An order certifying that this action be maintained as a class action and appointing
14 Plaintiff as Class Representative and Plaintiff's counsel as Class Counsel;

15 60. Statutory damages of \$5,000 to Plaintiff and each Class member pursuant to RCW
16 49.58.070 and RCW 49.58.110;

17 61. Costs and reasonable attorneys' fees pursuant to RCW 49.58.070 and RCW
18 49.58.110;

19 62. Preliminary and permanent injunctive relief prohibiting, restraining, and enjoining
20 Defendants from engaging in the conduct complained of herein, including, but not limited to, an
21 order requiring Defendants to disclose a wage scale or salary range, and a general description of
22 all of the benefits and other compensation to be offered to the hired applicant, in job postings for
23 jobs located in Washington;

24 63. Declaratory relief to the effect that Defendants' failure to disclose in each posting
25 for each Washington job opening the wage scale, or salary range, and/or benefits violates
26 Washington law;

27 64. Pre- and post-judgment interest;

- 1 65. Leave to amend the Class Action Complaint to conform to the evidence; and
2 66. Any additional or further relief which the Court deems equitable, appropriate, or
3 just.

4
5 DATED May 16, 2025

EMERY | REDDY, PLLC

6
7 By: /s/ Timothy W. Emery
8 Timothy W. Emery, WSBA No. 34078
9 Patrick B. Reddy, WSBA No. 34092
10 Paul Cipriani, WSBA No. 59991
11 Hannah M. Hamley, WSBA No. 59020
12 Emery Reddy, PLLC
13 600 Stewart Street, Suite 1100
14 Seattle, WA 98101
15 Phone: (206) 442-9106
16 Fax: (206) 441-9711
17 Email: emeryt@emeryreddy.com
18 Email: reddyp@emeryreddy.com
19 Email: paul@emeryreddy.com
20 Email: hannah@emeryreddy.com
21 Attorneys for Plaintiff

EXHIBIT 1

ChromeFileEditViewHistoryBookmarksProfilesTabWindowHelp

Apply for Mobile Associate - Retail Sales

careers.t-mobile.com/mobile-associate-retail-sales/job/154F5944A791AC6C273B13D96D5F5ADB

Update

WIRELESSBUSINESSPREPAIDINTERNETTVBANKING

T

Our storyResponsibilityNewsroomInvestors

Careers HomeCulture & Benefits

Search Jobs

RETAIL SALES

Mobile Associate - Retail Sales

Apply Now

Back to Search

At T-Mobile, we invest in YOU! Our Total Rewards Package ensures that employees get the same big love we give our customers. All team members receive a competitive base salary and compensation package - this is Total Rewards. Employees enjoy multiple wealth-building opportunities through our annual stock grant, employee stock purchase plan, 401(k), and access to free, year-round money coaches. That's how we're UNSTOPPABLE for our employees!

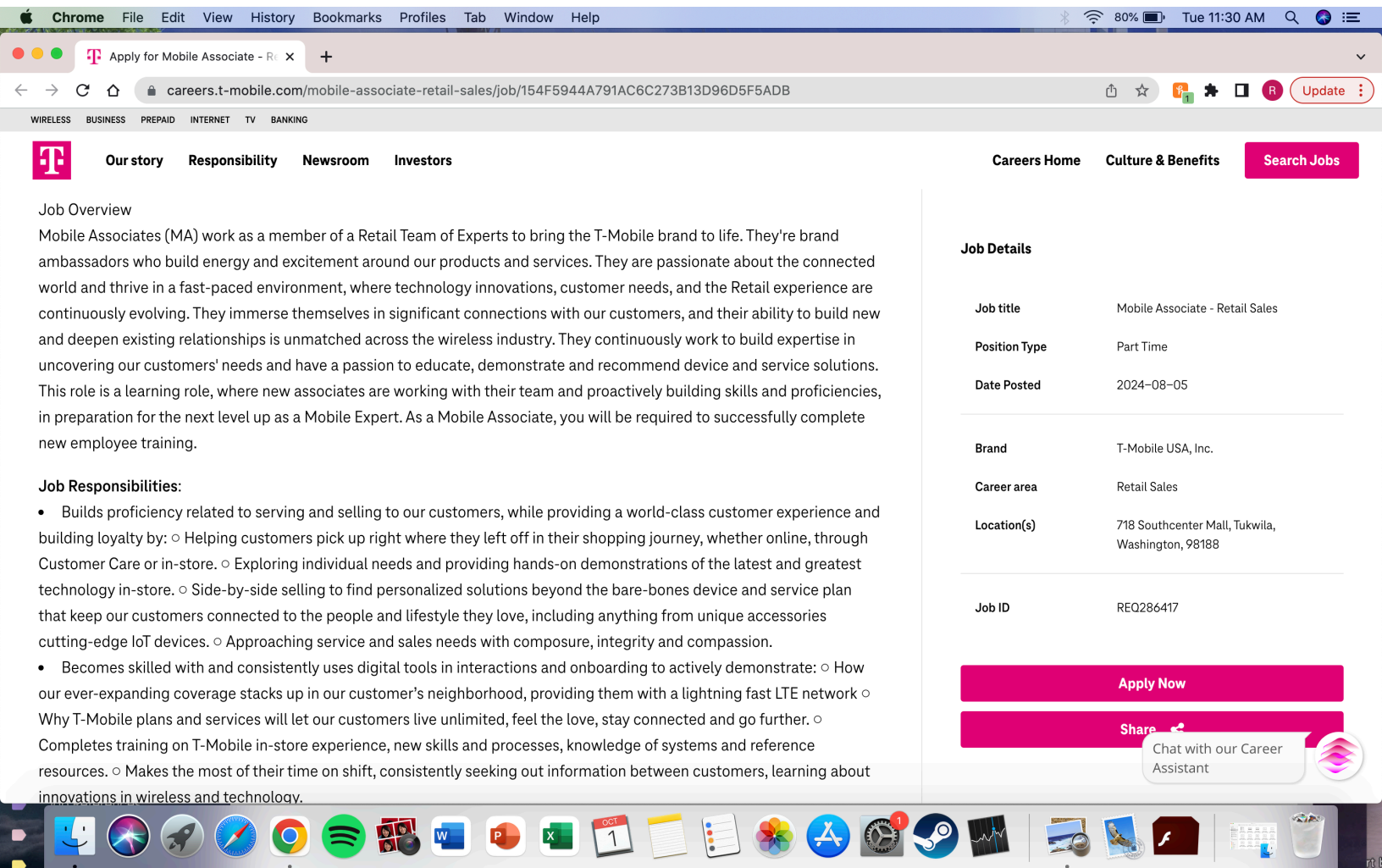
Job Overview

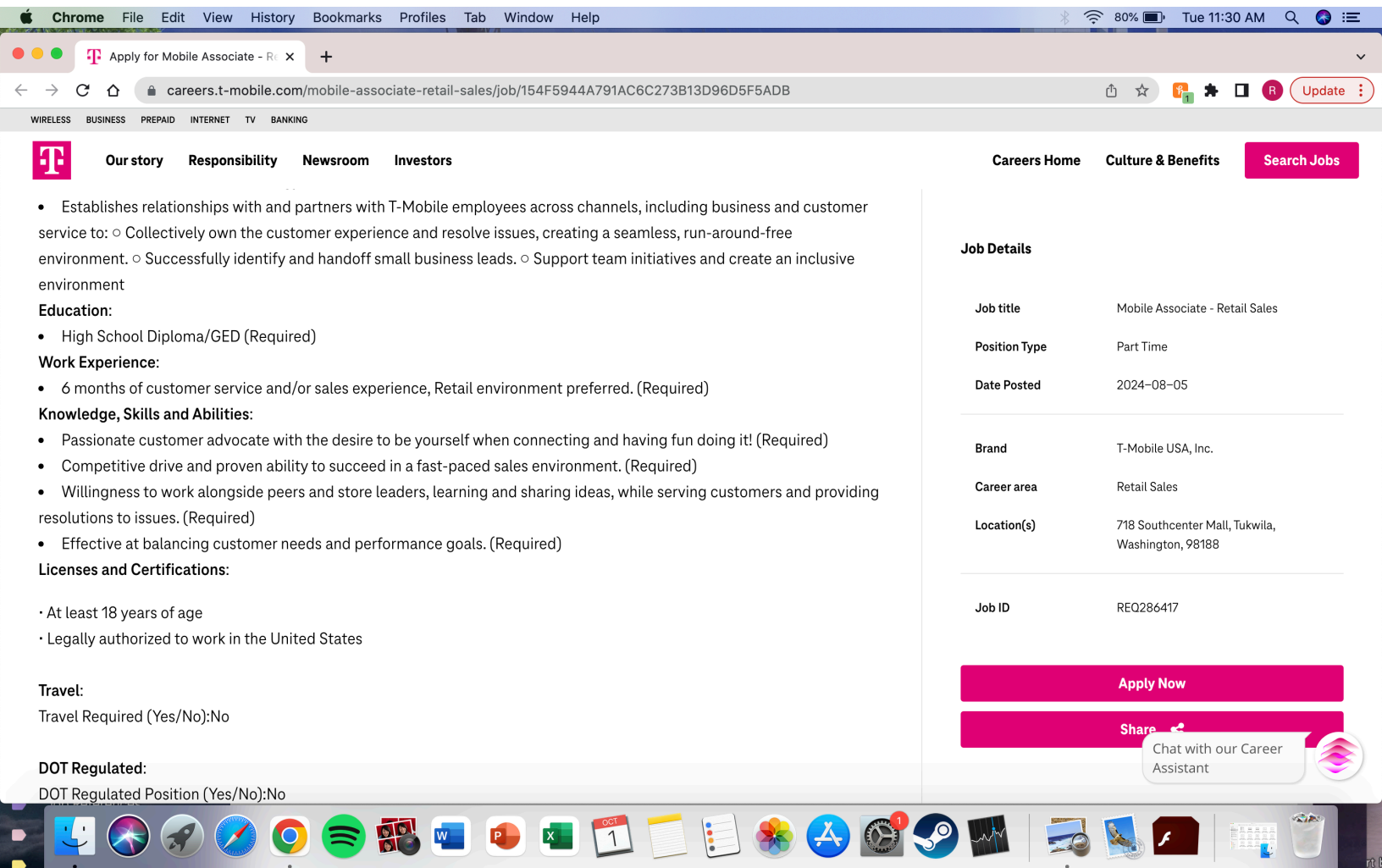
Job Details

Job title	Mobile Associate - Retail Sales
Position Type	Part Time
Date Posted	2024

Chat with our Career Assistant

Calendar, Photos, Mail, etc.





DOT Regulated Position (Yes/No):No
Safety Sensitive Position (Yes/No):No

At T-Mobile, our benefits exemplify the spirit of One Team, Together! A big part of how we care for one another is working to ensure our benefits evolve to meet the needs of our team members. Full and part-time employees have access to the same benefits when eligible. We cover all of the bases, offering medical, dental and vision insurance, a flexible spending account, 401(k), employee stock grants, employee stock purchase plan, paid time off and up to 12 paid holidays - which total about 4 weeks for new full-time employees and about 2.5 weeks for new part-time employees annually - paid parental and family leave, family building benefits, back-up care, enhanced family support, childcare subsidy, tuition assistance, college coaching, short- and long-term disability, voluntary AD&D coverage, voluntary accident coverage, voluntary life insurance, voluntary disability insurance, and voluntary long-term care insurance. We don't stop there - eligible employees can also receive mobile service & home internet discounts, pet insurance, and access to commuter and transit programs! To learn about T-Mobile's amazing benefits, check out www.t-mobilebenefits.com.

As part of the T-Mobile team, you know the Un-carrier doesn't have a corporate ladder—it's more like a jungle gym of

Job title	Mobile Associate - Retail Sales
Position Type	Part Time
Date Posted	2024-08-05

Brand	T-Mobile USA, Inc.
Career area	Retail Sales
Location(s)	718 Southcenter Mall, Tukwila, Washington. 98188

Job ID REQ286417

Apply Now

Share 

Chat with our Career Assistant



