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**ELECTRONICALLY
FILED**
*Superior Court of California,
County of San Francisco*
08/15/2023
Clerk of the Court
BY: BOWMAN LIU
Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

DANIELLE TINGSTROM, an individual,

Plaintiff,

v.

GBT US LLC, a New Jersey Limited Liability
Company; AMERICAN EXPRESS
COMPANY, a New York Corporation;
ALISON LE ROY, an individual; and DOES 1
through 100, inclusive,

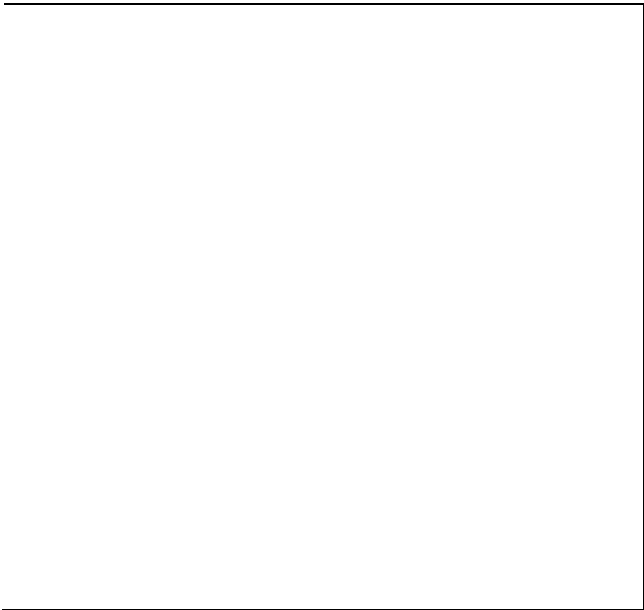
Defendants.

Case No. CGC-23-608188

**AMENDED COMPLAINT FOR
DAMAGES AND EQUITABLE RELIEF**

1. Whistleblower Retaliation
(Labor Code § 1102.5)
2. Labor Code Retaliation
(Labor Code § 98.6)
3. Discrimination on the Basis of Disability
in Violation of the FEHA
(Gov. Code §§ 12940 *et seq.*)
4. Retaliation in Violation of the FEHA
(Gov. Code §§ 12940 *et seq.*)
5. Harassment on the Basis of Disability in
Violation of the FEHA
(Gov. Code §§ 12940 *et seq.*)
6. Wrongful Termination in Violation of
Public Policy
7. Defamation—Slander
8. Violation Of California Labor Code
§ 227.3
(Failure to Pay Vacation/PTO Wages)
9. Violation Of California Labor Code
§§ 201, 202, & 203
(Failure to Pay Wages)
10. Violation Of California Labor Code
§§ 510, 1194 & 1198 (Overtime)
11. Violation Of California Labor Code
§§ 226.7 & 512(A)
(Meal Period Premiums)
12. Violation Of California Labor Code
§ 226.7 (Rest Period Premiums)
13. Violation Of California Labor Code
§§ 226(A) & 226.2
(Non-Compliant Wage Statements)

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- 14. Violation of California Labor Code §§ 206.5 & 216 (Withholding of Compensation)
- 15. Conversion
- 16. Violation of California Labor Code § 226(c) (Failure to Provide Wage Statements)
- 17. Private Attorneys General Act (Lab. Code §§ 2698 *et seq.*)

JURY TRIAL DEMANDED

1 Plaintiff Danielle Tingstrom, an individual, on behalf of herself and in her representative
2 capacity as an aggrieved employee, alleges, on knowledge as to herself and her own acts and
3 intentions and on information and belief as to all other matters, as follows:

4 **INTRODUCTION**

5 1. This is a wrongful termination and retaliation case against a company for
6 punishing an employee who sought to hold the company accountable and ensure it complied with
7 the law.

8 2. Danielle Tingstrom was a Manager of Business Development for GBT US LLC
9 and American Express Company, which collectively do business as American Express Global
10 Business Travel (“GBT”). Over ten years of working in the payments and hardware space, she
11 has gained an understanding of all facets of business travel and has excelled at minimizing
12 administrative time, adding spend controls, and streamlining processes.

13 3. Defendant GBT is a multinational travel and meetings program management
14 company.

15 4. During the course of Ms. Tingstrom’s employment with GBT over four years, she
16 consistently ranked as a top performer in sales and demonstrated exceptional work product.
17 Indeed, other employees and officers of the company praised Ms. Tingstrom’s performance for
18 the company and made clear that she was a valuable employee, and that she would be a valuable
19 employee wherever she worked.

20 5. During her employment, GBT unlawfully denied Ms. Tingstrom vacation time
21 which she had previously accrued and refused to compensate her for the denied time. Ms.
22 Tingstrom confronted individuals at GBT, primarily her manager Defendant Alison Le Roy, the
23 Director of Business Development, and Terry Buscemi, the Vice President of Business
24 Development, as well as individuals in the Payroll and Human Resources departments, about the
25 illegal activity that she believed was occurring in the failure to properly document and record her
26 earned vacation time consistent with company policy and her compensation arrangements. Ms.
27 Tingstrom specifically explained that she was concerned that she was not going to be provided
28 with earned vacation time and that she was having already earned vacation time docked or

1 removed from her benefits. Ms. Tingstrom believed in good faith that this would result in a
2 violation of the Labor Code and other California law that requires that compensation be
3 accurately documented and paid out or be able to be used.

4 6. Individuals in the Payroll and Human Resources departments ultimately corrected
5 the issue and acknowledged their mistake by accurately stating the amount of vacation that Ms.
6 Tingstrom had earned.

7 7. Subsequent to Ms. Tingstrom's reports, however, Ms. Tingstrom's supervisors
8 began to retaliate against Ms. Tingstrom in a series of adverse employment actions against Ms.
9 Tingstrom. The retaliation was in response to Ms. Tingstrom's complaints about her earned
10 vacation time not being properly documented. The adverse employment actions included but were
11 not limited to a refusal to provide Ms. Tingstrom with lucrative sales opportunities—which
12 opportunities were instead provided by Ms. Le Roy and Ms. Buscemi to other individuals who
13 were less qualified and who had not made complaints similar to Ms. Tingstrom.

14 8. Ms. Le Roy further retaliated against and harassed Ms. Tingstrom by imposing
15 unique requirements for recording potential sales leads and information in a database in a manner
16 that was not required of other employees or was a requirement that other employees on Ms.
17 Tingstrom's team were technically required to do but were never punished for failing to do. Ms.
18 Le Roy further harassed Ms. Tingstrom in the workplace by treating her differently and refusing
19 to allow her to use her accrued vacation time when she contracted COVID-19 and her husband
20 was in the hospital.

21 9. On June 6, 2022, Ms. Tingstrom was suspended as the only employee who had
22 failed to follow these purported reporting requirements, despite top performance reviews in the
23 past and despite being one of the top sales performers on her team if not the very top performer.
24 The suspension was accompanied by numerous pretextual assertions of an investigation that was
25 purportedly necessary to determine whether Ms. Tingstrom had violated company policies and
26 procedures and other spurious allegations of malfeasance by Ms. Tingstrom. Ms. Tingstrom's
27 salary was also inexplicably reduced to minimum wage during her suspension, and she was
28 informed she would only be paid for the hours that she actually worked during this time—work

1 which GBT made functionally impossible. As a result, Ms. Tingstrom's paycheck netted out to
2 nearly no earnings. On information and belief, no other GBT employee had been subjected to this
3 punishment.

4 10. On August 19, 2022, Ms. Tingstrom received notice that she would be fired as of
5 August 28, 2022.

6 11. As a sole and direct consequence of Defendants' unlawful actions, including
7 without limitation unlawful suspension of Ms. Tingstrom's employment, demotion in
8 responsibilities, and termination, Ms. Tingstrom has suffered medical, economic, consequential,
9 and other damages including severe emotional distress, all to Ms. Tingstrom's detriment.
10 Defendants' actions forced Ms. Tingstrom to hire attorneys and file suit, and Ms. Tingstrom,
11 therefore, has incurred substantial attorney's fees and costs.

12 12. In addition, Defendants' conduct in connection with denying employees accrued
13 vacation time or failing to properly compensate employees for accrued vacation time has harmed
14 Ms. Tingstrom and all other aggrieved employees who were terminated without receiving the full
15 amount of wages owned to them under the law.

16 **PARTIES**

17 13. Plaintiff Danielle Tingstrom is and at all relevant times has been a resident of the
18 State of California and Sacramento County. Ms. Tingstrom has over a decade of experience in the
19 payments and hardware space. She is, and at all times relevant to the conduct herein alleged was,
20 employed by Defendants in Sacramento County.

21 14. Plaintiff is informed, believes, and based thereon alleges that Defendant GBT US
22 LLC is a New Jersey Limited Liability Company. Plaintiff is informed and believes and on that
23 basis alleges that its principal place of business is in Jersey City, New Jersey, and that at least
24 some of its managing agents are residents of San Francisco, California.

25 15. Plaintiff is informed, believes, and based thereon alleges that Defendant American
26 Express Company is a New York Company. Plaintiff is informed and believes and on that basis
27 alleges that its principal place of business is in New York City, New York, and that at least some
28 of its managing agents are residents of San Francisco, California.

1 16. Plaintiff is informed, believes, and based thereon alleges that Defendant Alison Le
2 Roy is an individual who resides in San Francisco, California. On information and belief,
3 Defendant Le Roy is a managing agent of both GBT US LLC and American Express Company.

4 17. Plaintiff is informed, believes, and based thereon alleges that GBT US LLC,
5 American Express Company, Alison Le Roy, and DOES 1 through 100 (“Defendants”), do
6 business jointly and are collectively liable under either a joint employer theory or a single
7 enterprise theory for the conduct herein described.

8 18. The true names and capacities, whether corporate, associate, individual, or
9 otherwise of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiff at this time.
10 Accordingly, Plaintiff therefore sues each said Defendant by such fictitious names pursuant to
11 Code of Civil Procedure section 474. Each of the Defendants designated herein as a DOE is
12 negligently or otherwise legally responsible in some manner for the events and happenings herein
13 referred to and caused injuries and damages proximately thereby to Plaintiff as herein alleged.
14 Accordingly, Plaintiff will ask leave of Court to amend this Complaint to show their names and
15 capacities when same has been ascertained.

16 19. Plaintiff is informed, believes, and based thereon alleges that, at all times relevant
17 to the conduct herein alleged, each Defendant designated, including DOES 1 through 100,
18 inclusive, is and was the agent, managing agent, principal, owner, partner, joint venture,
19 representative, manager, servant, employee, and/or co-conspirator of each of the other Defendants
20 and was at all times mentioned herein acting within the course and scope of said agency,
21 employment, and/or representation. Plaintiff is further informed, believes, and based thereon
22 alleges that, at all relevant times all acts or omissions alleged herein were duly committed with
23 the ratification, knowledge, permission, encouragement, authorization, and/or consent of each of
24 the other Defendants herein designated, including DOES 1 through 100, inclusive.

25 20. Each of the Defendants designated herein as DOES 1 through 50, inclusive, are
26 and/or were agents, managers, and/or supervisors of each of the Defendants and were acting
27 within the course of scope of such agency, employment, or authority—or held themselves out to
28 have such agency, employment, or authority—at all times herein mentioned.

1 21. Each of the Defendants designated herein as DOES 51 through 100, inclusive, are
2 and/or were subsidiaries, owners, holding companies, dba's, parent companies, and/or similarly
3 situated or identical corporate entities of each of the other Defendants and share in liability of the
4 actions and/or failures of each of the other Defendants.

5 22. Plaintiff is informed, believes, and based thereon alleges that each of Defendants'
6 managing agents, officers, supervisors, or directors aided, abetted, condoned, permitted,
7 approved, authorized, and/or ratified the unlawful acts as described herein. Said conduct by each
8 of Defendants' managing agents, officers, supervisors, or directors was done with malice,
9 oppression, or fraud, entitling Plaintiff to exemplary and punitive damages.

10 **JURISDICTION AND VENUE**

11 23. Defendants are subject to personal jurisdiction in California arising out of their
12 systematic and continuous contacts with this state and their purposeful acts and/or transactions
13 directed toward California, including without limitation their maintenance of headquarters and
14 employees in this State and their systematic presence and conduction of business in this state.

15 24. Venue is proper in San Francisco County Superior Court under sections 395 and
16 395.5 of the Code of Civil Procedure because at least one of the defendants, Defendant Alison Le
17 Roy, is a resident of San Francisco County. At all relevant times, Defendant Alison Le Roy has
18 been and remains a resident of San Francisco County.

19 25. Venue is also proper in San Francisco County Superior Court under sections 395
20 and 395.5 of the Code of Civil Procedure because a substantial part of the events giving rise to the
21 claim occurred in this County. Defendants' course of conduct, as alleged herein, was to
22 wrongfully terminate Plaintiff for impermissible rationales and to cause harm to Plaintiff through
23 their violations of the Labor Code and California law, acting through their agent, Defendant
24 Alison Le Roy, who is and was a resident of San Francisco, California.

25 26. The gravamen of this Complaint is Defendants' decision to wrongfully terminate
26 Plaintiff for retaliatory reasons, which was primarily accomplished through the actions of
27 Defendants' agent, Defendant Alison Le Roy.

28 27. Plaintiff exhausted administrative remedies by filing a complaint against

1 Defendants with the California Department of Fair Employment and Housing within one year
2 from the date of those defendants' last adverse employment actions and thereafter receiving
3 "Right to Sue" letters from the Department of Fair Employment and Housing.

4 **GENERAL ALLEGATIONS**

5 **Ms. Tingstrom's Background and High Performance While Employed by Defendants**

6 28. Ms. Tingstrom has over a decade of experience in the payments and hardware
7 space and has excelled in sales, as well as understanding and improving systems relating to
8 administrative time, spending controls, and streamlining processes. Ms. Tingstrom began her
9 career as a Payment Solutions Consultant and has risen in the ranks throughout a variety of
10 companies, focusing on sales relating to hardware and payment systems.

11 29. On June 18, 2018, Ms. Tingstrom began working for GBT after accepting a
12 position as Manager of Business Development. GBT made this offer in a detailed offer letter
13 ("the Agreement") outlining the terms of Ms. Tingstrom's employment. The Agreement was
14 mutually agreed to by Ms. Tingstrom and the Director of Sales of GBT through their respective
15 digital signatures on or about June 5, 2018.

16 30. The material terms of the Agreement included that Ms. Tingstrom was to be paid
17 an annual salary of \$80,000 for the services that she provided and would be eligible for Paid Time
18 Off ("PTO"). The Agreement also noted that Ms. Tingstrom would be "eligible to participate in
19 the Company's Sales Incentive Program."

20 31. Ms. Tingstrom diligently worked for Defendants. Ms. Tingstrom's performance
21 during her tenure was consistently praised from both inside and outside of GBT.

22 32. For example, a fellow coworker, while corresponding with Ms. Le Roy, stated in
23 an email: "Danielle has tremendously helped me navigate these relationships and conversations
24 so she deserves all the credit! 😊"

25 33. Ms. Tingstrom's high level of performance has been and can be corroborated by
26 clients from previous sales jobs. Ms. Tingstrom has received extensive praise in relation to the
27 work she performed while in similar sales jobs:
28



Kenneth Aronson · 3rd

COO ANAVLIS CONSULTANTS INC>

February 28, 2019, Kenneth was Danielle's client

Danielle was very diligent when it comes to her work ethic. She was my account rep when she was with Pax while I was at IRN as VP of ops and sales. Whenever I had a problem or a need to reach her she was always there. It didn't matter what time of day or even day for that matter to get my questions answered she answered promptly. When I had projects that I needed to be done she helped coordinate them. I followed her from Verifone and will follow her throughout the industry as she works tirelessly to help her customers. I have referred her to many ISO's like myself and always received thanks for the introduction. Thank you for all you do, a recommendation is the least I can do.



Joe Garza · 3rd

Chief Innovation Officer

January 24, 2018, Joe was Danielle's client

Danielle and the Pax organization have become an asset to the eConduit offering. Our combined efforts and modernized technology stack have allowed us to provide ISVs a unique access point to global payments through a single cloud-based integration while removing security concerns with state of the art technology and changing hardware and payment features. Danielle has spearheaded the efforts and has been an advocate for ISV voices and eConduit global strategies in payments.

Ms. Tingstrom's Opposition to and Reporting of Unlawful Conduct

34. Ms. Tingstrom's success at GBT came to an end when she was retaliated against for reporting legal concerns about business operations that Ms. Tingstrom had a good faith reasonable belief were either potentially or actually unlawful.

35. In July of 2021, Ms. Tingstrom received a positive performance review that did not identify a single behavioral improvement or any issues with Ms. Tingstrom's performance. Her managers told her to focus on her prospecting and could not identify any area for improvement. Specifically, Ms. Le Roy wrote of Ms. Tingstrom: "Danielle has great GCS partnerships and delivers leads to them. She is supportive of her teammates as they return from furlough, getting ramped up and navigating organizational changes. She has also taken on complex global implementations."

36. In June of 2021, Ms. Tingstrom looked at her PTO and noticed that her accrued hours had dropped from 396 to 150. As Ms. Tingstrom is a hardworking and diligent employee, she often did not use her PTO. It was her understanding from Defendants that she would be compensated for any PTO she did not use, and that all accrued vacation from the previous year would carry over into the following year. She contacted the Human Resources ("HR") Department, who initially informed her that, despite that it was never communicated to Ms. Tingstrom and was contrary to what Ms. Tingstrom believed Defendants' policies regarding

1 California employees to be, her accrued PTO hours were capped at 150. HR instructed Ms.
2 Tingstrom to speak to the Payroll Department. Ms. Tingstrom was then told by individuals in HR
3 that the problem was resolved and that HR was unaccustomed to the issue that had arisen because
4 most California employees used more of their PTO. Ms. Tingstrom was assured the HR employee
5 had manually overridden the 150 hour limit and restored her vacation hours to 396.

6 37. At the beginning of August, however, Ms. Tingstrom went to book a trip again and
7 saw her hours had been again reduced from 396 to 150. When she reached out again about the
8 issue, Payroll informed Ms. Tingstrom that she was previously given misinformation and that,
9 despite having never been notified of such, her hours over 150 had in fact unilaterally been
10 reduced to zero. Ms. Tingstrom complained to Payroll that this meant she was losing wages and
11 being penalized in a manner that her coworkers who were furloughed and paid out for PTO were
12 not. Payroll instructed Ms. Tingstrom that she needed to discuss the issue with her supervisor,
13 Ms. Le Roy.

14 38. Ms. Tingstrom then reached out to Ms. Le Roy to discuss the issue. Ms. Tingstrom
15 informed Ms. Le Roy that she had kept detailed notes and would not let 246 of uncompensated
16 vacation hours go. She stated, "If this is the companies' final response to my outstanding PTO
17 balance I will be forced to seek outside assistance."

18 39. By the time of Ms. Tingstrom's termination, GBT maintained Ms. Tingstrom had
19 only accrued 128 hours. She was never compensated for the 246 hours of PTO she had accrued
20 that were unilaterally removed by GBT in August of 2021. Upon information and belief,
21 Defendants have also not compensated other employees for the vacation time accrued by either
22 reducing employees' hours or failing to pay them in full upon termination or departure from
23 Defendants for the vacation hours accrued under California law.

24 40. Unfortunately, Ms. Tingstrom advocating to be compensated for her work as she
25 was legally entitled led to a campaign of harassment and retaliation against Ms. Tingstrom.

26 **The Retaliation After the Voicing of Her Concerns**

27 41. Reporting her concerns about her vacation time being incorrectly calculated
28 initiated a campaign of harassment and retaliation at all levels of management within GBT. Ms.

1 Le Roy and other managing agents began a campaign of harassment and retaliation against Ms.
2 Tingstrom for reporting in good faith impermissible conduct. They consistently treated her
3 negatively and demeaned her work, despite her consistently being a top performer in sales.

4 42. In September 2021, Ms. Tingstrom and her husband got COVID-19. Her husband
5 was hospitalized. During this time, Ms. Tingstrom was harassed for using her accrued sick time
6 and was told she could only use up to five days of the accrued time. Ms. Tingstrom was told that
7 after five days of sick time, employees must file a leave of absence and could not use her accrued
8 vacation time if they were unable to work. Ms. Tingstrom was pressured by Ms. Le Roy to fill out
9 a Salary Continuation form, despite the fact that no other employee with COVID-19 or any other
10 illness had to fill out such a form. Ms. Tingstrom reported her concerns to her manager, Ms. Le
11 Roy, on or around September 20, 2021.

12 43. Ms. Le Roy increasingly began to target Ms. Tingstrom. She managed Ms.
13 Tingstrom through fear, telling her “they are watching you” and “if you don’t do this we will find
14 someone that does.” Ms. Le Roy was so consistently venomous to Ms. Tingstrom on team calls in
15 front of Ms. Tingstrom’s peers that she received instant messages and text messages from
16 coworkers asking if she was okay. In the fourth quarter of 2021, Ms. Le Roy told Ms. Tingstrom
17 “You’re not as good as you think you are.” Ms. Le Roy forced Ms. Tingstrom to do work that her
18 other direct reports do not have to complete. For example, starting in December of 2021, Ms. Le
19 Roy forced Ms. Tingstrom to update a word document weekly. But Ms. Le Roy completed this
20 task herself for all of her other one-on-one meetings with her other direct reports. She singled out
21 Ms. Tingstrom alone to add this extra work as retaliation.

22 44. In March 2022, Ms. Tingstrom received her annual review. Contrary to her mid-
23 year review in July of 2021, which identified not a single behavioral improvement or any issues
24 with Ms. Tingstrom’s performance, the annual review identified a very strong performance rating
25 (which was undeniable given Ms. Tingstrom’s stellar sales records) but stated Ms. Tingstrom
26 needed to “grow” her leadership behaviors. This was despite the fact that Ms. Tingstrom was the
27 only one on her team to complete all of the goals in the three categories of review: transactions,
28 volume target, and signings. No other employee had closed all of the three goals.

1 45. Ms. Le Roy cited around ten inaccurate, pretextual reasons for the poor leadership
2 rating. Several of the reviews were completely baseless. Others, however, were founded in Ms.
3 Tingstrom’s protected activities and were clearly directed towards retaliating against her for
4 engaging in her reports of concerns.

5 46. **First**, one of the reasons was that Ms. Tingstrom took PTO without approval, but
6 she had proof that her manager approved the PTO. **Second**, another reason was that she told Ms.
7 Le Roy that she had felt like she was in an abusive relationship when describing their
8 management relationship. In other words, Ms. Tingstrom was explicitly retaliated against for
9 stating that she felt alienated in front of her peers and verbally harassed by Ms. Le Roy as a
10 consequence of engaging in protected activity. **Third**, the performance review stated that Ms.
11 Tingstrom made a “disparaging” remark about a peer. The “disparaging” remark was simply Ms.
12 Tingstrom stating that the peer took business that was rightfully hers as a result of several sales
13 opportunities that were taken from Ms. Tingstrom in 2021 that should not have been. Again, Ms.
14 Tingstrom was punished for stating she felt harassed as result of engaging in protected activity.

15 47. No one in management reviewed the bases for Ms. Tingstrom’s poor leadership
16 rating individually. Instead, management simply placed Ms. Tingstrom’s review on the HR
17 website and asked for approval.

18 48. Ms. Le Roy’s harassment and retaliation manifested in myriad other ways. These
19 included microaggressions, which slowly weighed on Ms. Tingstrom and made GBT a hostile and
20 untenable work environment. Ms. Le Roy continually responded to successes from Ms.
21 Tingstrom’s colleagues with fervor and enthusiasm:

22 FW: Breaking news from overseas!



23 Alison Le Roy

24 To ● Tayler Shepherd

 Cc ● Anna-Liza Anderson; ● CRISTINA GILES;
 ● Marla Benfield; ● Nikki Marshall; ● RAY I

25 Wahoo, Tayler!! Congratulations!!!

 FW: Will Jayson Alfonso please take a bow!!!!



26 Alison Le Roy

27 To ● Jayson Alfonso

 Cc ● Anna-Liza Anderson; ● CRISTINA GILES; ● Danielle
 ● Marla Benfield; ● Nikki Marshall; ● RAY MURO; ● S

28 Regional is heating up!! Congratulations, Jayson!!!

FW: Persistence Wins The Day



Alison Le Roy

To Erin Lestikow

Cc Anna-Liza Anderson; CRISTINA GILES; Danielle Tingstrom; Debra O'Donnell;
 John Austin; Marla Benfield; Nikki Marshall; RAY MURO; Shameka Alford

ERIN!!! True persistence (she's been working this since she was part of TEAM WEST 😊!!)

Congratulations – great win!!

April Showers



Alison Le Roy

To US SME Sales Directors; Anna-Liza Anderson; C
 Debra O'Donnell; John Austin; Marla Benfield;

Raining wins for Team West this week!!



Congratulations to Ray Muro for signing LT Foods Americas
Cypress, California
\$52M Annual Revenue
\$1M PAHV/1600 TRX

Monday, Monday...so good to Team West



Alison Le Roy

To US SME Sales Directors; Anna-Liza Anderson; CRISTINA
 Debra O'Donnell; John Austin; Marla Benfield; Nikki

You forwarded this message on 4/19/2022 9:29 AM.



Excited to share Shameka's first win with WheelPros!
222M Revenue
\$2.1M PAHV/4400 TRX

Look forward to many more!!

FW: Wow....Team Abagnalo continues to hop....



Alison Le Roy

To Laury Janus

Cc Anna-Liza Anderson; CRISTINA GILES; Danielle Tingstrom
 Marla Benfield; Nikki Marshall; RAY MURO; Shameka A

Congratulations, Laury!!

FW: Hip Hip Hooray...



Alison Le Roy

To Tami Prince

Cc Anna-Liza Anders
 Marla Benfield;

Yay! Congratulations, Tami!!

49. In response to Ms. Tingstrom's successes, however, Ms. Le Roy responded only
"congrats."

50. Ms. Tingstrom was also retaliated against by being denied lucrative sales
categories that she should have had access to. After the onset of the COVID-19 pandemic, GBT
furloughed employees, some of which were in the same sales positions at Ms. Tingstrom. Later,

1 GBT impermissibly took the sales accounts from the furloughed individuals and handed off
2 accounts that would normally go to the regional California sales team, of which Ms. Tingstrom
3 was a part, to sales representatives outside of California.

4 51. For example, California accounts of employees who were furloughed were given
5 to Russ Perchuki, who was an employee in New York and took the deals to a close, contrary to
6 the routine process of redistributing the accounts to the team in Northern California. Despite the
7 fact that Ms. Tingstrom was not furloughed, she did not receive any of the distributed accounts.
8 Russ Perchuki was promoted after taking over two of the accounts. Ms. Tingstrom was not given
9 the same opportunity.

10 52. Ms. Tingstrom complained and relayed her belief that the account redistribution
11 was inequitable and contrary to the routine process to Ms. Le Roy. When Ms. Le Roy did not
12 resolve the issue, Ms. Tingstrom escalated her issue to Ms. Le Roy's superior, Terry Buscemi,
13 who was the Vice President of Business Development. Ms. Tingstrom, Ms. Le Roy, and Ms.
14 Buscemi participated in a call to discuss this issue. Far from resolving the issue, however, this
15 initiated a further set of retaliation against Ms. Tingstrom for reporting the unlawful retaliation
16 she was experiencing.

17 **The Harassment and Retaliation of Ms. Tingstrom Worsens and HR Refuses to Act**

18 53. The continued harassment and retaliation began to cause Ms. Tingstrom great
19 stress and make GBT a challenging place to work. Ms. Tingstrom experienced a worsening work
20 environment given that she was facing retaliation for speaking out about GBT's unlawful
21 practices of inappropriately withholding properly accrued PTO and complaining about the
22 retaliation she was experiencing.

23 54. After receiving her negative annual review, Ms. Tingstrom sent an email
24 complaint to HR on March 21, 2022. On March 24, 2022, she had a meeting with HR regarding
25 her annual review and the ongoing issues with Ms. Le Roy and Ms. Buscemi. Ms. Tingstrom
26 relayed to HR the name of seven other individuals who had since left GBT because of the culture
27 of favoritism and exclusion, as well as her concerns about the impermissible sales territory
28 reassignments.

1 55. At the meeting, HR relayed to Ms. Tingstrom that they would do an investigation
2 and let her know their findings. On information and belief, PJ Sang from HR reached out to two
3 of those individuals who had left GBT to ask them to do an exit interview regarding the culture
4 and abuses within GBT. GBT does not ordinarily conduct exit interviews. On information and
5 belief, one of the contacted individuals spoke to Mr. Sang and explained the difficulty of working
6 with Ms. Le Roy and Ms. Buscemi. On information and belief, the other individual stated she was
7 not interested in doing an exit interview. On information and belief, Mr. Sang also interviewed
8 current GBT employees.

9 56. Around the same time as Ms. Tingstrom received her performance review, in April
10 2022, Ms. Le Roy recorded Ms. Tingstrom's team meeting for the first time. Ms. Le Roy was
11 very nice and warm towards Ms. Tingstrom. On information and belief, the purpose of this call
12 was to hide Ms. Le Roy's retaliation against and harassment of Ms. Tingstrom.

13 57. Also in April 2022, HR had Ms. Buscemi contact Ms. Tingstrom about her annual
14 review. Ms. Buscemi stated she agreed with the review and explained Ms. Tingstrom was on a
15 coaching plan. Ms. Tingstrom brought Ms. Buscemi's attention to a rebuttal she had written,
16 which went through each of the ten pretextual reasons for the low score and explained why each
17 was false. Ms. Buscemi stated she had not read the rebuttal but that it would not change her
18 review. Ms. Buscemi stated that Ms. Tingstrom's peers had issues with Ms. Tingstrom's attitude
19 but would not give any of the proof she claimed to have and could not answer why this was never
20 brought to Ms. Tingstrom's attention in any of her previous positive performance reviews. At this
21 point, no one had gone through the entire review with Ms. Tingstrom or explained what happens
22 after the conclusion of a 60-day coaching plan.

23 58. The days dragged by. As of May, HR had still contacted any of Ms. Tingstrom's
24 peers regarding their alleged investigation and had still not told Ms. Tingstrom any of the findings
25 from the investigation.

26 **Ms. Tingstrom is Suspended in Retaliation**

27 59. On June 6, 2022, Ms. Le Roy, copying Ms. Buscemi and Marnie Nicastro from
28 HR, sent Ms. Tingstrom a Notice of Suspension of Work. The Notice stated Ms. Le Roy reported

1 that during a conversation on May 23, 2022, Ms. Tingstrom stated that Ms. Le Roy was being
2 rude and that Ms. Tingstrom had recordings of Ms. Le Roy. Ms. Le Roy stated she did not
3 consent to being recorded and if Ms. Tingstrom made recordings of a conversation, she was in
4 violation of California Penal Code section 632. Ms. Le Roy's reaction was unjustified and the
5 assertion Ms. Le Roy had been illegally recorded was false. Such an assertion was pretext to put
6 Ms. Tingstrom on leave and punish her for her previous voicing of concerns.

7 60. Additionally, the Notice outlined that Ms. Le Roy stated that Ms. Tingstrom "may
8 not be following the required GBT protocols regarding lead generation" and "may have
9 embellished sales volumes on several accounts." She gave examples of the opportunity records
10 for LeMarco and Color Creative. This was false. Ms. Tingstrom followed the same protocols as
11 all other employees at GBT. Ms. Tingstrom was inexplicably forced to follow different protocols
12 than her colleagues, proof of which she sent to GBT. Ms. Tingstrom was also forced to have Ms.
13 Le Roy present on her client calls, whereas her colleagues were not.

14 61. The Notice stated that as a result of the two pretextual and false reasons above,
15 GBT was initiating a formal investigation into Ms. Tingstrom's sales and lead generation
16 practices and suspending Ms. Tingstrom from work during the duration of the investigation. The
17 letter informed Ms. Tingstrom that she would be paid a minimum hourly wage but was not
18 permitted to perform any work-related activities other than complying with the investigation. Ms.
19 Tingstrom was ostensibly eligible for benefits and to receive earned commissions. However,
20 because Ms. Tingstrom was not allowed to participate in sales, she was obviously unable to earn
21 commissions. The commissions represented a significant portion of Ms. Tingstrom's
22 compensation.

23 62. Ms. Tingstrom was then placed on leave. The days turned into weeks as she waited
24 to hear the results of the investigation but heard nothing.

25 63. On July 6, 2022, Ms. Tingstrom's counsel, Nilay U. Vora, notified GBT that Ms.
26 Tingstrom was represented and requested Ms. Tingstrom's employment records. At this point,
27 Ms. Tingstrom had been suspended for nearly one month. But on information and belief, GBT did
28 not even begin Ms. Tingstrom's pretextual and self-serving investigation until it received the

1 email from Ms. Tingstrom's counsel. This made it clear that GBT had no intention of
2 investigating anything but its own fabricated issues.

3 **Ms. Tingstrom is Fired in Retaliation**

4 64. On August 19, 2022, Ms. Tingstrom received an email from Ms. Buscemi, CCing
5 Ms. Nicastro from HR, entitled "Notice of Termination of Employment." In the email, Ms.
6 Buscemi stated that GBT concluded that Ms. Le Roy's decision "with regard to [Ms.
7 Tingstrom's] performance were legitimate and that [Ms. Tingstrom] ha[d] engaged in sales
8 practices that [were] not acceptable to GBT." The email notified her that her employment was
9 terminated effective August 28, 2022.

10 65. The reasons for Ms. Tingstrom's termination were pretextual. She had never
11 engaged in sales practices contrary to GBT's policies and had provided GBT with evidence
12 disproving that claim. Seeing as she was a top performer in sales, her termination was solely a
13 result of her reporting of what she reasonably believed was illegal conduct.

14 66. Ms. Tingstrom had a reasonable belief that Ms. Le Roy and Defendants' activities
15 were designed to conceal that GBT was retaliating against Ms. Tingstrom for voicing concerns
16 about Defendants' unlawful practices of withholding properly accrued PTO from employees. On
17 information and belief, Ms. Tingstrom was not the only employee who shared concerns or was
18 negatively effected by GBT's policy of withholding accrued PTO from employees—she was just
19 the only one who said anything to Ms. Le Roy directly and suggested there might be a problem.

20 67. Ms. Tingstrom's placement on suspension occurred within weeks of Ms.
21 Tingstrom's complaint about her unjustified performance evaluation, which was initial retaliation
22 for her complaints about GBT's unlawful practices regarding withholding accrued PTO from
23 individuals, not informing employees of any requirement to use or lose PTO, and harassment
24 regarding using her sick time. Such punishments therefore occurred in response to Ms.
25 Tingstrom's reporting of her reasonable belief that such activities could constitute a violation of
26 laws and regulations. Ms. Tingstrom was also anticipatorily retaliated against for testimony that
27 Defendants believed Ms. Tingstrom could and would provide to authorities that might investigate
28 this unlawful activity and reports that she could make to individuals with authority over her

1 and/or individuals who could investigate these matters.

2 **Failure to Provide Employment Records**

3 68. On July 6, 2022, Mr. Vora asked Ms. Nicastro and Patricia Huska for all
4 documents required to be produced upon request pursuant to Labor Code sections 226, 432, and
5 1198.5 and attached an authorization from Ms. Tingstrom to receive such documents.

6 69. While Kirsten Hotchkiss (GBT's VP Global Employee Relations and Employment
7 Counsel) sent several of the requested documents, including Ms. Tingstrom's personnel file,
8 Defendants did not provide itemized wage statements within 21 calendar days as required by
9 Labor Code section 226(c) and as requested by Ms. Tingstrom. Ms. Tingstrom has still not
10 received her itemized wage statements.

11 **FIRST CAUSE OF ACTION**

12 **Whistleblower Retaliation**

13 **(Lab. Code § 1102.5)**

14 **Against Defendants GBT US LLC, American Express Company, and Does 1 through 100**

15 70. Ms. Tingstrom hereby realleges and incorporates by reference the allegations
16 contained in each and every paragraph above as though fully set forth herein.

17 71. California Labor Code § 1102.5(b) provides that "[a]n employer, or any person
18 acting on behalf of the employer, shall not retaliate against an employee for disclosing
19 information, or because the employer believes that the employee disclosed or may disclose
20 information, to a government or law enforcement agency, to a person with authority over the
21 employee or another employee who has the authority to investigate, discover, or correct the
22 violation or noncompliance, or for providing information to, or testifying before, any public body
23 conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe
24 that the information discloses a violation of state or federal statute, or a violation of or
25 noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing
26 the information is part of the employee's job duties."

27 72. As alleged above, Ms. Tingstrom reported serious concerns about the legality of
28 Defendants' practices regarding withholding properly accrued PTO from employees, not

1 compensating employees for unused PTO, and improperly withholding sick pay. On information
2 and belief, these concerns were shared by other GBT employees. Ms. Tingstrom reported
3 concerns about these practices to HR, Payroll, her manager Defendant Le Roy, and Ms. Buscemi.
4 Ms. Tingstrom was concerned that the procedures surrounding PTO and sick time were
5 inconsistent with legal requirements of the Labor Code and other California law that require that
6 compensation in the form of paid vacation be accurately documented and paid out or be able to be
7 used. Ms. Tingstrom reported her concerns consistently throughout her final months at the
8 organization, including without limitation at several of her one-on-one meetings with her direct
9 supervisor, Defendant Le Roy, who acted at all times as a managing agent for Defendants and
10 who had authority over Ms. Tingstrom and authority to investigate and correct such unlawful
11 activities.

12 73. After Ms. Tingstrom's complaints to Defendants, Defendants retaliated against
13 Ms. Tingstrom by creating a hostile work environment, harassing Ms. Tingstrom by refusing to
14 allow her to take her accrued PTO, taking away lucrative sales opportunities, placing Ms.
15 Tingstrom on pretextual leave with minimum wage pay, failing to promptly conduct an
16 investigation or properly compensate Ms. Tingstrom during the investigation, and finally
17 terminating Ms. Tingstrom's employment and anticipatorily retaliating against Ms. Tingstrom
18 because of Ms. Tingstrom's ability to testify as to the true nature of Defendants' unlawful PTO
19 and sick time operations that are inconsistent with federal and state law governing the Labor Code
20 and other California law. Further, as previously alleged, Defendants operate as a single enterprise
21 or joint employer or otherwise are liable for the acts of each other.

22 74. Ms. Tingstrom alleges that Defendants and Does 1 through 100, inclusive,
23 retaliated and terminated Ms. Tingstrom's employment in retaliation for reporting what Ms.
24 Tingstrom reasonably believed to be violations of state laws and regulations and for refusing to
25 participate in illegal conduct of permitting and engaging in fraudulent business practices of
26 circumventing or violating California and federal laws governing the documentation and use of
27 compensation.

28 75. Ms. Tingstrom's refusal to participate in, opposition to, reporting of, and

1 questioning of the alleged illegality is considered an exercise of protected activities under
2 California Labor Code section 1102.5(c). Ms. Tingstrom further alleges, therefore, that Ms.
3 Tingstrom's termination was in contravention of the provisions set forth in California Labor Code
4 section 1102.5(c), because Ms. Tingstrom's termination was in close temporal proximity to her
5 exercise of such protected activity, which occurred within days of her most recent effort in
6 consistently reporting issues to Defendants' managing agent, Defendant Le Roy.

7 76. Defendants and Does 1 through 100, inclusive, knew of Ms. Tingstrom's
8 whistleblowing reports, questioning, and opposition to such unlawful practices, which are
9 protected by section 1102.5 of the Labor Code.

10 77. Defendants and Does 1 through 100, inclusive, engaged in retaliatory actions
11 against Ms. Tingstrom because Ms. Tingstrom engaged in activity protected by section 1102.5 of
12 the Labor Code.

13 78. Ms. Tingstrom's activity protected by section 1102.5 of the Labor Code was a
14 contributing factor in the retaliation against and termination of Ms. Tingstrom by Defendants and
15 Does 1 through 100, inclusive, as described in this Complaint.

16 79. As a result of the foregoing conduct, Ms. Tingstrom has suffered special and
17 general damages in an amount in excess of the minimum jurisdiction of this Court, the precise
18 amount to be proven at trial.

19 80. Defendants' and Does 1 through 100's, inclusive, acts described here were
20 committed maliciously, fraudulently, or oppressively with the intent of injuring Ms. Tingstrom,
21 and/or with a willful and conscious disregard of Ms. Tingstrom's right to work in an environment
22 free from retaliation. Because these acts were carried out by Defendants and Does 1 through 100,
23 inclusive, and managerial employees in a despicable, deliberate, and intentional manner, Ms.
24 Tingstrom is entitled to recover punitive damages in a sum sufficient to punish and deter future
25 conduct.
26
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28

1 **SECOND CAUSE OF ACTION**

2 **Labor Code Retaliation**

3 **(Lab. Code § 98.6)**

4 **Against Defendants GBT US LLC, American Express Company, and Does 1 through 100**

5 81. Ms. Tingstrom hereby realleges and incorporates by reference the allegations
6 contained in each and every paragraph above as though fully set forth herein.

7 82. California Labor Code section 98.5(a) provides that “[a] person shall not discharge
8 an employee or in any manner discriminate, retaliate, or take any adverse action against any
9 employee or applicant for employment because the employee or applicant engaged in any conduct
10 delineated in this chapter, including the conduct described in subdivision (k) of Section 96, and
11 Chapter 5 (commencing with Section 1101) of Part 3 of Division 2, or because the employee or
12 applicant for employment has filed a bona fide complaint or claim or instituted or caused to be
13 instituted any proceeding under or relating to his or her rights that are under the jurisdiction of the
14 Labor Commissioner, made a written or oral complaint that he or she is owed unpaid wages, or
15 because the employee has initiated any action or notice pursuant to Section 2699, or has testified
16 or is about to testify in a proceeding pursuant to that section, or because of the exercise by the
17 employee or applicant for employment on behalf of himself, herself, or others of any rights
18 afforded him or her.”

19 83. As alleged above, Ms. Tingstrom reported serious concerns about the legality of
20 Defendants’ practices regarding withholding properly accrued PTO from employees, not
21 compensating employees for unused PTO, and improperly withholding sick pay. On information
22 and belief, these concerns were shared by other GBT employees. Ms. Tingstrom reported
23 concerns about these practices to HR, Payroll, her manager Defendant Le Roy, and Ms. Buscemi.
24 Ms. Tingstrom was concerned that the procedures surrounding PTO and sick time were
25 inconsistent with legal requirements of the Labor Code and other California law that require that
26 compensation be accurately documented and paid out or be able to be used. Ms. Tingstrom
27 reported her concerns consistently throughout her final months at the organization, including
28 without limitation at several of her one-on-one meetings with her direct supervisor, Defendant Le

1 Roy, who acted at all times as a managing agent for Defendants and who had authority over Ms.
2 Tingstrom and authority to investigate and correct such unlawful activities.

3 84. After Ms. Tingstrom's complaints to Defendants, Defendants retaliated against
4 Ms. Tingstrom by creating a hostile work environment, harassing Ms. Tingstrom by refusing to
5 allow her to take her accrued PTO, taking away lucrative sales opportunities, placing Ms.
6 Tingstrom on pretextual leave with minimum wage pay, failing to promptly conduct the
7 investigation or properly compensate Ms. Tingstrom during the investigation, and finally
8 terminating Ms. Tingstrom's employment and anticipatorily retaliating against Ms. Tingstrom
9 because of Ms. Tingstrom's ability to testify as to the true nature of Defendants' unlawful PTO
10 and sick time operations in a manner inconsistent with federal and state law governing the Labor
11 Code and other California law. Further, as previously alleged, Defendants operate as a single
12 enterprise or joint employer or otherwise are liable for the acts of each other.

13 85. Ms. Tingstrom alleges that Defendants and Does 1 through 100, inclusive,
14 retaliated against Ms. Tingstrom and terminated Ms. Tingstrom's employment in retaliation for
15 reporting what Ms. Tingstrom reasonably believed to be violations of state laws and regulations
16 and for refusing to participate in illegal conduct of permitting and engaging in fraudulent business
17 practices of circumventing or violating California and federal laws governing tax-exempt
18 organizations.

19 86. Ms. Tingstrom's refusal to participate in, opposition to, reporting of, and
20 questioning of the alleged illegality is considered an exercise of protected activities under
21 California Labor Code section 1102.5(c). Ms. Tingstrom further alleges, therefore, that Ms.
22 Tingstrom's termination was in contravention of the provisions set forth in California Labor Code
23 section 98.6(a), because Ms. Tingstrom's termination was in close temporal proximity to her
24 exercise of such protected activity, which occurred within weeks of her most recent effort in
25 consistently reporting issues to Defendants' managing agent, Defendant Le Roy.

26 87. Defendants and Does 1 through 100, inclusive, knew of Ms. Tingstrom's
27 whistleblowing reports, questioning of and opposition to such unlawful practices, which are
28 protected by section 98.6 of the Labor Code.

88. Defendants and Does 1 through 100, inclusive, engaged in retaliatory actions against Ms. Tingstrom because Ms. Tingstrom engaged in activity protected by section 98.6 of the Labor Code.

89. Ms. Tingstrom's activity protected by section 98.6 of the Labor Code was a contributing factor in the retaliation and termination of Ms. Tingstrom by Defendants and Does 1 through 100, inclusive, as described in this Complaint.

90. As a result of the foregoing conduct, Ms. Tingstrom has suffered special and general damages in an amount in excess of the minimum jurisdiction of this Court, the precise amount to be proven at trial.

91. Defendants' and Does 1 through 100's, inclusive, acts described herein were committed maliciously, fraudulently, or oppressively with the intent of injuring Ms. Tingstrom, and/or with a willful and conscious disregard of Ms. Tingstrom's right to work in an environment free from retaliation. Because these acts were carried out by Defendants and Does 1 through 100, inclusive, and managerial employees in a despicable, deliberate, and intentional manner, Ms. Tingstrom is entitled to recover punitive damages in a sum sufficient to punish and deter future conduct.

THIRD CAUSE OF ACTION

Discrimination on the Basis of Disability in Violation of the FEHA

(Gov. Code §§ 12940(a))

Against Defendants Alison Le Roy and Does 1 through 100

92. Ms. Tingstrom hereby realleges and incorporates by reference the allegations contained in each and every paragraph above as though fully set forth herein.

93. Defendants are entities and/or employers governed by the Fair Employment and Housing Act (“FEHA”), California Government Code sections 12900 *et seq.*, including section 12940.

94. At all relevant times, Defendant Le Roy was a managing agent of Defendants.

95. At all relevant times, Ms. Tingstrom was an employee of Defendants.

96. During the course of her employment, Ms. Tingstrom had one or more mental

1 and/or physical disabilities and/or was perceived or regarded as having one or more disabilities
2 that constituted protected characteristics under the FEHA.

3 97. Despite Ms. Tingstrom's disabilities, Ms. Tingstrom was able to perform the
4 essential functions of Ms. Tingstrom's job with or without reasonable accommodation.

5 98. Defendant Le Roy knew of Ms. Tingstrom's disabilities and knew or should have
6 known that Ms. Tingstrom's disabilities fell within the definition of disability under Government
7 Code section 12926. Defendant Le Roy further knew or should have known that despite her
8 disability, Ms. Tingstrom could perform the essential functions her job with or without reasonable
9 accommodations.

10 99. Despite their knowledge of the foregoing, Defendant Le Roy took adverse actions
11 against Ms. Tingstrom, including, but not limited to, imposing demands that Ms. Tingstrom file a
12 Salary Continuation Form which was not imposed on other similarly situated employees,
13 harassing Ms. Tingstrom for attempting to use her accrued sick time while disabled, refusing to
14 compensate Ms. Tingstrom for her time off after using five days of sick time, creating a hostile
15 work environment, and terminating Ms. Tingstrom from her employment.

16 100. In engaging in the foregoing conduct, Defendant Le Roy aided, abetted, incited,
17 participated in, coerced, and/or compelled unlawful employment practices in violation of the
18 FEHA and the announced policy of this State against such practices.

19 101. As a direct and foreseeable result of the aforesaid acts of Defendant Le Roy, Ms.
20 Tingstrom has suffered and will suffer harm for which she is entitled to general and special
21 damages. Defendant Le Roy's conduct was a substantial factor in causing that harm.

22 102. The above-described acts of Defendant Le Roy were engaged in with a deliberate,
23 cold, callous, fraudulent, and intentional manner in order to injure and damage Ms. Tingstrom
24 and/or with a conscious disregard of Ms. Tingstrom's rights. Such acts were despicable and
25 constitute malice, fraud, and/or oppression within the meaning of Civil Code section 3294. Ms.
26 Tingstrom requests an assessment of punitive damages against Defendants in an amount to be
27 assessed at the time of trial.

28 103. Ms. Tingstrom will also seek and is entitled to recover attorney's fees in

1 connection with this cause of action under the FEHA.

2 104. Ms. Tingstrom specifically seeks declaratory relief and/or injunctive relief on this
3 claim to the extent that Defendants assert a mixed-motive affirmative defense.

4 **FOURTH CAUSE OF ACTION**

5 **Retaliation in Violation of the FEHA**

6 **(Gov. Code §§ 12940(h), (m)(2))**

7 **Against Defendants GBT US LLC, American Express Company, Alison Le Roy, and Does 1**
8 **through 100**

9 105. Ms. Tingstrom hereby realleges and incorporates by reference the allegations
10 contained in each and every paragraph above as though fully set forth herein.

11 106. Defendants are entities and/or employers governed by the Fair Employment and
12 Housing Act (“FEHA”), California Government Code sections 12900 *et seq.*, including section
13 12940.

14 107. At all relevant times, Ms. Tingstrom was an employee of Defendants.

15 108. Under the FEHA, it is unlawful for an employer to retaliate against an individual
16 for engaging in protected activities such as reporting unlawful discriminatory activity under the
17 Act. (Gov. Code § 12940 subd. (h).)

18 109. Ms. Tingstrom engaged in protected activities under the FEHA and was exercising
19 Ms. Tingstrom’s rights under the FEHA when Ms. Tingstrom reported Defendant Le Roy’s
20 unlawful and discriminatory conduct and expressed concern to Defendants that she was being
21 harassed and treated differently because of Defendant Le Roy’s unlawful and discriminatory
22 conduct.

23 110. In violation of the FEHA, Defendants retaliated against Ms. Tingstrom by taking
24 adverse actions against Ms. Tingstrom, including without limitation by attempting to force Ms.
25 Tingstrom to take unpaid time off, subjecting Ms. Tingstrom to reporting requirements that no
26 one else was subject to, falsely reporting Ms. Tingstrom was unperforming, and terminating her
27 from her employment at GBT.

28 111. The foregoing actions were substantially motivated by Ms. Tingstrom’s protected

activities described above.

112. Defendants' actions were intentional, willful, malicious, and/or done with reckless disregard to Ms. Tingstrom's rights under the FEHA to be free from retaliation.

113. In engaging in the foregoing conduct, Defendants aided, abetted, incited, participated in, coerced and/or compelled unlawful employment practices in violation of the FEHA and the announced policy of this state against such practices.

114. As a direct and foreseeable result of the aforesaid acts of said Defendants, Ms. Tingstrom has suffered and will suffer harm for which she is entitled to general and special damages. Defendants' conduct was a substantial factor in causing that harm.

115. The above-described acts of Defendants, including by and through their managing agents, officers, or directors, were engaged in with a deliberate, cold, callous, fraudulent, and intentional manner in order to injure and damage Ms. Tingstrom and/or with a conscious disregard of Ms. Tingstrom's rights. Such acts were despicable and constitute malice, fraud, and/or oppression within the meaning of California Civil Code section 3294. Ms. Tingstrom requests an assessment of punitive damages against Defendants in an amount to be assessed at the time of trial.

116. Ms. Tingstrom will also seek and is entitled to recover attorney's fees in connection with this cause of action under the FEHA.

117. Ms. Tingstrom specifically seeks declaratory and/or injunctive relief on this claim on the extent that Defendants assert a mixed-motive affirmative defense.

FIFTH CAUSE OF ACTION

Harassment on the Basis of Disability in Violation of the FEHA

(Gov. Code §§ 12940 *et seq.*)

Against Defendants Alison Le Roy and Does 1 through 100

118. Ms. Tingstrom hereby realleges and incorporates by reference the allegations contained in each and every paragraph above as though fully set forth herein.

119. Defendants are entities and/or employers governed by the Fair Employment and Housing Act (FEHA), California Government Code sections 12900 *et seq.*, including section

1 12940.

2 120. Under the FEHA, it is unlawful for an employer to harass employees or job
3 applicants because of their physical disability.

4 121. At all relevant times, Defendant Le Roy was a managing agent of Defendants.

5 122. At all relevant times, Ms. Tingstrom was an employee of Defendants.

6 123. During the course of her employment, Ms. Tingstrom had one or more mental
7 and/or physical disabilities and/or was perceived or regarded as having one or more disabilities
8 that constituted protected characteristics under the FEHA.

9 124. Despite Ms. Tingstrom's disabilities, Ms. Tingstrom was able to perform the
10 essential functions of Ms. Tingstrom's job with or without reasonable accommodation.

11 125. Defendant Le Roy knew of Ms. Tingstrom's disabilities and knew or should have
12 known that Ms. Tingstrom's disabilities fell within the definition of disability under Government
13 Code section 12926. Defendant Le Roy further knew or should have known that despite her
14 disability, Ms. Tingstrom could perform the essential functions her job with or without reasonable
15 accommodations.

16 126. In violation of the FEHA, Defendant Le Roy harassed Ms. Tingstrom because of
17 her physical disability by, among other things and without limitation, imposing demands that Ms.
18 Tingstrom file a Salary Continuation Form which was not imposed on other similarly situated
19 employees, harassing Ms. Tingstrom for attempting to use her accrued sick time while disabled,
20 refusing to compensate Ms. Tingstrom for her time off after using five days of sick time, creating
21 a hostile work environment, and terminating Ms. Tingstrom from her employment. These actions
22 were sufficiently severe and pervasive as to alter the terms and conditions of Ms. Tingstrom's
23 employment.

24 127. Ms. Tingstrom reasonably considered such conduct to be hostile, intimidating,
25 offensive, oppressive, abusive, and, as a result, brought the harassing conduct to the attention of a
26 supervisor.

27 128. Defendants knew or should have known about this harassing conduct but failed to
28 take reasonable steps to prevent it from occurring. On the contrary, Defendants allowed the

1 harassing conduct to continue.

2 129. The foregoing actions were substantially motivated by Ms. Tingstrom's protected
3 activities as described above.

4 130. As a direct and foreseeable result of the aforesaid acts of Defendant Le Roy, Ms.
5 Tingstrom has suffered and will suffer harm for which she is entitled to general and special
6 damages. Defendant Le Roy's conduct was a substantial factor in causing that harm.

7 131. The above-described acts of Defendant Le Roy were engaged in with a deliberate,
8 cold, callous, fraudulent, and intentional manner in order to injure and damage Ms. Tingstrom
9 and/or with a conscious disregard of Ms. Tingstrom's rights. Such acts were despicable and
10 constitute malice, fraud, and/or oppression within the meaning of Civil Code section 3296. Ms.
11 Tingstrom requests an assessment of punitive damages against Defendant Le Roy in an amount to
12 be assessed at trial.

13 132. Ms. Tingstrom will also seek and is entitled to recover attorney's fees in
14 connection with this cause of action under the FEHA.

15 133. Ms. Tingstrom specifically seeks declaratory and/or injunctive relief on this claim
16 to the extent that Defendants assert a mixed-motive affirmative defense.

17 **SIXTH CAUSE OF ACTION**

18 **Wrongful Termination in Violation of Public Policy**

19 **Against Defendants GBT US LLC, American Express Company, and Does 1 through 100**

20 134. Ms. Tingstrom hereby realleges and incorporates by reference the allegations
21 contained in each and every paragraph above as though fully set forth herein.

22 135. At all times during her employment with Defendants, Ms. Tingstrom performed
23 her employment duties in a satisfactory manner or could have performed the essential duties of
24 her employment in a satisfactory manner.

25 136. Defendants terminated Ms. Tingstrom's employment in violation of fundamental
26 public policies of the State of California, including without limitation the right freedom from
27 retaliation for engaging in protected activity under the Labor Code and the right to report actual
28 and believed unlawful conduct.

1 137. These fundamental public policies inure to the benefit of the public and not just the
2 private interests of the employer and employee.

3 138. As set forth above, Defendants' conduct was wrongful and in violation of the
4 fundamental principles of the public policy of the State of California as reflected in its laws,
5 objectives, and policies, as reflected in statutes and regulations, including without limitation the
6 Labor Code.

7 139. As a direct and foreseeable result of the aforesaid acts of said Defendants, Ms.
8 Tingstrom has suffered and will suffer harm for which she is entitled to general and special
9 damages. Defendants' conduct was a substantial factor in causing that harm.

10 140. The above-described acts of Defendants, including by and through their managing
11 agents, officers, or directors, were engaged in with a deliberate, cold, callous, fraudulent, and
12 intentional manner in order to injure and damage Ms. Tingstrom and/or with a conscious
13 disregard of Ms. Tingstrom's rights. Such acts were despicable and constitute malice, fraud,
14 and/or oppression within the meaning of Civil Code section 3294. Ms. Tingstrom requests an
15 assessment of punitive damages against Defendants in an amount to be assessed at time of trial.

16 141. Ms. Tingstrom is entitled to attorney's fees and costs under Code of Civil
17 Procedure section 1021.5 because: (a) this action confers a significant benefit to the general
18 public or a large class of persons impacted by the practices alleged herein; (b) the necessity and
19 financial burden of private enforcement makes the award appropriate; and (c) such fees should
20 not in the interest of justice be paid out of the recovery to Ms. Tingstrom.

21 **SEVENTH CAUSE OF ACTION**

22 **Defamation–Slander**

23 **Against Defendants GBT US LLC, American Express Company, and Does 1 through 100**

24 142. Ms. Tingstrom hereby realleges and incorporates by reference the allegations
25 contained in each and every paragraph above as though fully set forth herein.

26 143. Ms. Tingstrom is informed and believes Defendants, and each of them, by the
27 herein-described acts, conspired to, and in fact, did negligently, recklessly, and intentionally
28 cause excessive and unsolicited internal and external oral publication of defamation, of and

1 concerning Ms. Tingstrom, to third persons and to the community. This false and defamatory oral
2 statement included express and implied accusations that Ms. Tingstrom violated company
3 policies regarding PTO and vacation time, is not a team player and is difficult to get along with,
4 was confrontational and argumentative to supervisors, was not a top performer at her job, and
5 violated the law by intentionally recording her supervisor.

6 144. During the above-described timeframe, Defendants, and each of them, conspired
7 to, and in fact, did negligently, recklessly, and intentionally cause excessive and unsolicited
8 publication of this defamation, of and concerning Ms. Tingstrom, to third persons, who had no
9 need or desire to know. The defamatory meaning of the false and defamatory oral statement and
10 its reference to Ms. Tingstrom was understood by these above-referenced third person recipients.

11 145. None of Defendants' defamatory oral publications against Ms. Tingstrom
12 referenced above are true.

13 146. As a proximate result of Defendants' willful, knowing, and intentional false
14 representations about Ms. Tingstrom, Ms. Tingstrom has suffered and continues to suffer
15 humiliation and mental pain and anguish and other non-economic damages, all to Ms.
16 Tingstrom's damage in a sum according to proof.

17 147. The false defamatory per se oral publication (as set forth above) was negligently,
18 recklessly, and intentionally published in a manner equaling malice. The publication was made
19 with hatred, ill will, and an intent to vex, harass, annoy, and injure Ms. Tingstrom. The
20 publication was made in order to retaliate and anticipatorily retaliate against Plaintiff for (a) her
21 refusal to participate in, opposition to, and questioning of Defendants' practices governing the
22 documenting and use of compensation in a manner that Ms. Tingstrom reasonably believed to be
23 unlawful and in violation of state and federal laws and regulations governing the documenting
24 and use of compensation, (b) her lawful demands for compensation consistent with Labor Code
25 requirements, (c) her questioning of activities by Defendants that she reasonably believed
26 constituted violations of California law, including without limitation the documenting and use of
27 compensation.

28 148. Defendants published this slanderous statement knowing it to be false,

1 unsubstantiated by any reasonable investigation, recklessly published without giving Ms.
2 Tingstrom a meaningful chance to respond to or refute the accusations, and as the result of
3 information from knowingly hostile witnesses including Defendants Le Roy. The acts of an oral
4 publication were known by Defendants, and each of them, to be negligent to such a degree as to
5 be reckless. In fact, not only did Defendants, and each of them, have no reasonable basis to
6 believe this statement, but they also had no belief in the truth of this statement, and in fact knew
7 the statement to be false.

8 149. The above complained-of oral publication by Defendants, and each of them, was
9 made with hatred and ill will towards Ms. Tingstrom and the design and intent to injure Ms.
10 Tingstrom and her good name, reputation, employment, and employability. Defendants, and each
11 of them, published these statements, not with an intent to protect any interest intended to be
12 protected by any privilege, but with negligence, recklessness, and/or an intent to injure Ms.
13 Tingstrom and destroy her reputation, employment, and career. Therefore, no privilege existed to
14 protect any of the Defendants from liability for any of this aforementioned publication or
15 republication.

16 150. As a proximate result of the defamatory statements by Defendants, and each of
17 them, Ms. Tingstrom has suffered injury to her personal, business, and professional reputation
18 including suffering embarrassment, humiliation, severe emotional distress, shunning, anguish,
19 fear, loss of employment and employability, and significant economic loss in the form of lost
20 wages and future earnings, all to Ms. Tingstrom's economic, emotional, and general damage in an
21 amount according to proof.

22 151. Defendants by and through their managing agents and officers committed,
23 authorized, and ratified the acts alleged here recklessly, maliciously, fraudulently, and
24 oppressively, with the wrongful intention of injuring Ms. Tingstrom, for an improper and evil
25 motive amounting to malice (as described above), and which abused and/or prevented the
26 existence of any conditional privilege, which in fact did not exist, and with a reckless and
27 conscious disregard of Ms. Tingstrom's rights. All actions of Defendants, and each of them, their
28 agents, employees, managing agents, and officers as alleged here were known, authorized,

1 ratified, and approved by the Defendants. Ms. Tingstrom thus is entitled to recover punitive and
2 exemplary damages from Defendants, and each of them, for these wanton, obnoxious, and
3 despicable acts in an amount based on the wealth and ability to pay according to proof at time of
4 trial.

5 **EIGHTH CAUSE OF ACTION**

6 **Failure to Pay Vacation/PTO Wages**

7 **(Lab. Code § 227.3)**

8 **Against Defendants GBT US LLC, American Express Company, and Does 1 through 100**

9 152. Ms. Tingstrom hereby realleges and incorporates by reference the allegations
10 contained in each and every paragraph above as though fully set forth herein.

11 153. California Labor Code section 227.3 specifies: “[W]henever a contract of
12 employment or employer policy provides for paid vacations, and an employee is terminated
13 without having taken off his vested vacation time, all vested vacation shall be paid to him as
14 wages at his final rate in accordance with such contract of employment or employer policy
15 respecting eligibility or time served, provided, however, that an employment contract or employer
16 policy shall not provide for forfeiture of vested vacation time upon termination. . . .”

17 154. Defendants maintained a policy, practice, and/or procedure where Ms. Tingstrom
18 was awarded vacations and/or PTO as part of her employment compensation package.

19 155. Defendants unilaterally removed Ms. Tingstrom’s accrued PTO without notice or
20 authorization. When Defendants terminated Ms. Tingstrom, Defendants failed to pay Ms.
21 Tingstrom her accrued and unused vacation time at that time or any time thereafter.

22 156. Defendants’ failure to pay Ms. Tingstrom all the PTO she was due and owing
23 under her employment compensation package resulted in Ms. Tingstrom not receiving all
24 vacation wages due to her in violation of Labor Code section 227.3.

25 157. As a result of these violations, Ms. Tingstrom is entitled to recover an amount to
26 be proven at trial, to the extent Ms. Tingstrom did not receive all accrued vacation pay, and any
27 and all penalties provided by law.
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1 contained in each and every paragraph above as though fully set forth herein.

2 164. California Labor Code sections 510 and 558 and Wage Order 5 entitle non-exempt
3 employees to overtime premiums for hours worked in excess of eight in a given day, forty in a
4 given workweek, or on the seventh day worked in a single workweek. All hours must be paid at
5 the statutory or agreed rate.

6 165. While employed by Defendants, Ms. Tingstrom worked in excess of eight hours
7 per day and in excess of forty hours per week, and Defendants unlawfully failed to pay Ms.
8 Tingstrom the proper overtime compensation.

9 166. As a result of these violations, Defendants are liable to Ms. Tingstrom for unpaid
10 overtime wages, interest thereon, penalties as authorized by law, and attorney's fees and costs.

11 **ELEVENTH CAUSE OF ACTION**

12 **Violation of California Labor Code Sections 226.7 And 512(A)**

13 **(Unpaid Meal Period Premiums)**

14 **Against Defendants GBT US LLC, American Express Company, and Does 1 through 100**

15 167. Ms. Tingstrom hereby realleges and incorporates by reference the allegations
16 contained in each and every paragraph above as though fully set forth herein.

17 168. California law requires an employer to provide an employee an uninterrupted meal
18 period of no less than 30-minutes before the end of a 5-hour work period. (Lab. Code § 512;
19 Wage Order 7 § 11.)

20 169. An employer may not employ an employee for a work period of more than ten
21 hours per day without providing the employee with a second meal period of not less than thirty
22 minutes. (*Id.*) If the employee is not relieved of all duty during a meal period, the meal period
23 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
24 period is only permitted when 1) the nature of the work prevents an employee from being relieved
25 of all duty and 2) the parties have a written agreement agreeing to on duty meal periods. If the
26 employee is not free to leave the work premises or worksite during the meal period, even if the
27 employee is relieved of all other duty during the meal period, the employee is subject to the
28 employer's control and the meal period is counted as time worked. If an employer fails to provide

1 an employee a meal period in accordance with the law, the employer must pay the employee one
2 hour of pay at the employee's regular rate of compensation for each workday that a legally
3 required meal period was not provided or was not duty free. (*Id.*)

4 170. California Labor Code section 226.7 provides: "No employer shall require any
5 employee to work during any meal or rest period mandated by an applicable order of the
6 Industrial Welfare Commission."

7 171. If an employer fails to provide an employee a meal period in accordance with an
8 applicable order of the Industrial Welfare Commission, the employer shall pay the employee one
9 additional hour of pay at the employee's regular rate of compensation for each workday that the
10 meal period was not provided.

11 172. Defendants have failed to provide Ms. Tingstrom with any statutorily required
12 meal periods in compliance with IWC Order 7-2001 and Labor Code section 226.7. As a result of
13 Defendants' failure, Ms. Tingstrom is entitled to recover an amount to be proven at trial, of not
14 less than one additional hour of pay at the regular rate of compensation for each workday that a
15 meal period was not provided, and any and all penalties provided by law.

16 **TWELTH CAUSE OF ACTION**

17 **Violation of California Labor Code Section 226.7**

18 **(Unpaid Rest Period Premiums)**

19 **Against Defendants GBT US LLC, American Express Company, and Does 1 through 100**

20 173. Ms. Tingstrom hereby realleges and incorporates by reference the allegations
21 contained in each and every paragraph above as though fully set forth herein.

22 174. With respect to rest periods, IWC Order 7-2001 provides: "(A) Every employer
23 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be
24 in the middle of each work period. The authorized rest period time shall be based on the total
25 hours worked daily at the rate often (10) minutes net rest time per four (4) hours or major fraction
26 thereof. However, a rest period need not be authorized for employees whose total daily work time
27 is less than three and one-half (3½) hours. Authorized rest period time shall be counted as hours
28 worked for which there shall be no deduction from wages. (B) If an employer fails to provide an

1 employee a rest period in accordance with the applicable provisions of this order, the employer
2 shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for
3 each workday that the rest period is not provided."

4 175. California Labor Code section 226.7 provides:

5 a. No employer shall require any employee to work during any meal or rest
6 period mandated by an applicable order of the Industrial Welfare Commission.

7 b. If an employer fails to provide an employee a meal period or rest period in
8 accordance with an applicable order of the Industrial Welfare Commission, the employer shall
9 pay the employee one additional hour of pay at the employee's regular rate of compensation for
10 each work day that the meal or rest period is not provided.

11 176. Defendants have failed to provide Ms. Tingstrom with any statutorily required rest
12 periods in compliance with IWC Order 7-2001 and Labor Code section 226.7. As a result of
13 Defendants' failure, Ms. Tingstrom is entitled to recover an amount to be proven at trial, of not
14 less than one additional hour of pay at the regular rate of compensation for each workday that one
15 or more rest periods were not provided, and any and all penalties provided by law.

16 **THIRTEENTH CAUSE OF ACTION**

17 **Violation of California Labor Code Sections 226(A) and 226.2**

18 **(Non-Compliant Wage Statements)**

19 **Against Defendants GBT US LLC, American Express Company, and Does 1 through 100**

20 177. Ms. Tingstrom hereby realleges and incorporates by reference the allegations
21 contained in each and every paragraph above as though fully set forth herein.

22 178. Pursuant to Labor Code sections 226, 226.2 and 1174, employers have a duty to
23 provide their non-exempt employees with accurate, itemized statements showing total hours
24 worked, hourly wages, gross wages, total hours of compensable rest and recovery period, rate of
25 compensation, total hours of other nonproductive time, total deductions, and net wages earned.

26 179. Defendants have knowingly and intentionally failed to maintain and provide Ms.
27 Tingstrom accurate pay records in violation of California Labor Code sections 226(a) and 226.2
28 by failing to accurately list the wages to which Ms. Tingstrom was entitled, including penalty

1 wages for denied meal and rest periods.

2 180. Ms. Tingstrom was injured by Defendants' failure to maintain accurate payroll
3 records because Ms. Tingstrom was not compensated for the time she actually worked, including
4 Ms. Tingstrom's rest and recovery time and nonproductive hours. Ms. Tingstrom was not paid
5 wages for Ms. Tingstrom's labor, and Ms. Tingstrom is thus entitled to recover an amount to be
6 proven at trial, of not less than Ms. Tingstrom's actual damages and penalties provided by the
7 Labor Code and IWC Order 7-2001.

8 181. An employer who violates these code sections is liable to its employees for the
9 greater of actual damages suffered by the employee, or \$50 in civil penalties for the initial pay
10 period in which a violation occurred, and \$100 per employee for each subsequent pay period, up
11 to a statutory maximum of \$4,000.00. Under Labor Code section 226(e)(2), an employee is
12 deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage
13 statement at all.

14 182. At all relevant times, Defendants have failed to provide Ms. Tingstrom with timely
15 and accurate wage and hour statements showing gross wages earned. The paystubs that Ms.
16 Tingstrom did receive were knowingly and intentionally, not inadvertently, inaccurate as showing
17 hours, wages, and intentionally excluded all hours of work and entitlements for each week.

18 183. As alleged herein, Ms. Tingstrom is not exempt from the requirements of Labor
19 Code section 226.

20 184. This failure has injured Ms. Tingstrom by misrepresenting and depriving Ms.
21 Tingstrom of hour, wage, and earnings information to which Ms. Tingstrom is entitled, causing
22 Ms. Tingstrom difficulty and expense in attempting to reconstruct time and pay records, causing
23 Ms. Tingstrom not to be paid wages Ms. Tingstrom is entitled to, causing Ms. Tingstrom to be
24 unable to rely on earnings statements in dealings with third parties, eviscerating Ms. Tingstrom's
25 right under Labor Code sections 226(b) and 226.2 to review itemized wage statement information
26 by inspecting the employers' underlying records, and deceiving Ms. Tingstrom regarding Ms.
27 Tingstrom's entitlement to her wages, meal period, and rest period wages. Defendants are liable
28 to Ms. Tingstrom for the maximum statutory penalty.

185. Based on Defendants' misconduct as alleged herein, Defendants are liable for damages and statutory penalties under Labor Code section 226, and other applicable provisions, as well as attorney's fees and costs. Ms. Tingstrom has incurred and will continue to incur attorney's fees and costs in the prosecution of this action. Ms. Tingstrom seeks attorney's fees and costs of suit under all applicable provisions of law, including but not limited to Labor Code section 226.

FOURTEENTH CAUSE OF ACTION

Violation of California Labor Code Sections 206.5 and 216

(Unlawful Withholding of Compensation)

Against Defendants GBT US LLC, American Express Company, and Does 1 through 100

186. Ms. Tingstrom hereby realleges and incorporates by reference the allegations contained in each and every paragraph above as though fully set forth herein.

187. Labor Code section 206.5 provides that “[a]n employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee. Violation of this section by the employer is a misdemeanor.

188. GBT's attempt to withhold the earned commissions and/or use such already earned commissions and compensation as part of a severance package for the release of claims by Ms. Tingstrom violates section 206.5.

189. California Labor Code section 216 provides, “[i]n addition to any other penalty imposed by this article, any person, or an agent, manager, superintendent, or officer thereof is guilty of a misdemeanor, who: (a) Having the ability to pay, willfully refuses to pay wages due and payable after demand has been made. . . . (b) Falsely denies the amount or validity thereof, or that the same is due, with intent to secure for himself, her employer or other person, any discount upon such indebtedness, or with intent to annoy, harass, oppress, hinder, delay, or defraud, the person to whom such indebtedness is due.”

1 190. Ms. Tingstrom is entitled to immediate payment of her earned compensation with
2 interest, by way of equitable relief if necessary.

3 **FIFTEENTH CAUSE OF ACTION**

4 **Conversion**

5 **Against Defendants GBT US LLC, American Express Company, and Does 1 through 100**

6 191. Ms. Tingstrom hereby realleges and incorporates by reference the allegations
7 contained in each and every paragraph above as though fully set forth herein.

8 192. Ms. Tingstrom alleges that Defendants wrongfully exercised control over Ms.
9 Tingstrom's personal property, specifically the commissions she earned and pay she was entitled
10 to during suspension, but Defendants withheld, as described above.

11 193. Defendants intentionally and substantially interfered with Ms. Tingstrom's
12 property by taking possession of Ms. Tingstrom's wages, preventing Ms. Tingstrom from
13 accessing her wages, and refusing to return Ms. Tingstrom's wages when she demanded return.

14 194. Ms. Tingstrom did not consent to Defendants' taking of Ms. Tingstrom's wages.

15 195. As a direct and proximate result of Defendants' misconduct, Ms. Tingstrom
16 suffered damages as specified herein, or in an amount to be proven at the time of trial.

17 196. Ms. Tingstrom also alleges that in committing the acts complained of here,
18 Defendants acted with malice, oppression, and willful disregard for Ms. Tingstrom's rights. Ms.
19 Tingstrom further alleges that the conduct alleged herein on the part of Defendants also constitute
20 criminal violations with criminal penalties, including imprisonment. Such criminal conduct rises
21 to the level of conscious disregard of Ms. Tingstrom's rights, and Ms. Tingstrom therefore seeks
22 the imposition of punitive damages against Defendants.

23 **SIXTEENTH CAUSE OF ACTION**

24 **Violation of California Labor Code Section 226(c)**

25 **(Failure to Provide Wage Statements)**

26 **Against Defendants GBT US LLC, American Express Company, and Does 1 through 100**

27 197. Ms. Tingstrom hereby realleges and incorporates by reference the allegations
28 contained in each and every paragraph above as though fully set forth herein.

1 198. On July 6, 2022, Ms. Tingstrom's counsel, Nilay Vora requested itemized wage
2 statements from Defendants under Labor Code sections 226, 432, and 1198.5 and attached an
3 authorization to receive such documents.

4 199. Defendants did not provide itemized wage statements within 21 calendar days of
5 Plaintiff's request for such documents. Ms. Tingstrom has still not received her itemized wage
6 statements.

7 200. Ms. Tingstrom is entitled to a penalty of \$750, an injunction requiring Defendants
8 provide Ms. Tingstrom's itemized wage statements, and attorney's fees and costs under Labor
9 Code section 226 because Ms. Tingstrom submitted a written request to receive a copy of payroll
10 records and did not receive the records within 21 calendar days from the date of the request.

11 **SEVENTEENTH CAUSE OF ACTION**

12 **Violation of the Private Attorneys General Act**

13 **(Lab. Code §§ 2698 *et seq.*)**

14 **Against Defendants GBT US LLC, American Express Company, and Does 1 through 100**

15 201. Ms. Tingstrom hereby realleges and incorporates by reference the allegations
16 contained in each and every paragraph above as though fully set forth herein.

17 202. Ms. Tingstrom is an aggrieved employee under the Private Attorneys General Act
18 (PAGA), as she was employed by Defendants during the applicable statutory period and suffered
19 one or more of the Labor Code violations set forth herein. Accordingly, she seeks to recover on
20 behalf of herself and all other aggrieved employees, the civil penalties provided by PAGA, plus
21 reasonable attorney's fees and costs.

22 203. Ms. Tingstrom seeks civil penalties under PAGA for violations of California
23 Labor Code sections 201, 202, 203, and 227.3.

24 204. Ms. Tingstrom gave written notice under Labor Code section 2699.3(a)(1) on
25 approximately December 15, 2022 to the California Labor and Workforce Development Agency
26 (LWDA) of the specific provisions of the Labor Code alleged to have been violated by
27 Defendants, including the theories set forth in the Complaint. Also, on the same day, Ms.
28 Tingstrom gave written notice to Defendants of the specific provisions of the Labor Code alleged

1 to have been violated by Defendants, including the theories set forth in the Complaint. Also, on
2 the same day, Ms. Tingstrom gave written notice to Defendants of the specific provision of the
3 Labor Code alleged to have been violated by them.

4 205. More than sixty-five days have passed since Ms. Tingstrom sent its notification
5 letter to the LWDA under Labor Code section 2699.3(a)(1), and no action has been taken by the
6 LWDA.

7 206. Ms. Tingstrom and the other aggrieved employees are entitled to attorney's fees
8 and costs under Labor Code section 2699(g)(1).

9 **PRAYER FOR RELIEF**

10 207. WHEREFORE, Plaintiff prays for judgment as follows:

11 a) For compensatory damages, including back pay, front pay, professional fees,
12 and other monetary relief in an amount according to proof, but in excess of minimum jurisdiction
13 of this Court;

14 b) For special damages in an amount according to proof, but in excess of the
15 minimum jurisdiction of this court, in order to compensate Plaintiff for loss of past and future
16 earnings and all damages flowing from Plaintiff's loss of earnings, loss of job security, failure to
17 properly advance with Plaintiff's career, and emotional injury;

18 c) For mental and emotional distress damages as to all causes of action;

19 d) For reasonable costs, including attorney's fees under Government Code
20 section 12965(b), Labor Code section 2699(g)(1), and all other applicable statutes or legal
21 principles;

22 e) For attorney's fees recoverable pursuant to any relevant contractual
23 provision contained in Plaintiff's employment agreements;

24 f) For reasonable costs and disbursements incurred pursuant to all applicable
25 statutes, including without limitation Government Code section 12965(b), Labor Code section
26 2699(g)(1), and all provisions of the Labor Code that give rise to a cause of action and authorize
27 attorney's fees and costs in this Complaint;

28 g) For injunctive and/or declaratory relief;

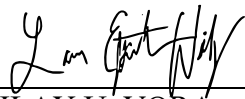
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- h) For disgorgement;
- i) For exemplary and punitive damages or other penalties recoverable by law in an amount to be ascertained, according to proof, that will sufficiently punish Defendants and make an example of them, and deter future conduct;
- j) All other civil penalties or other relief, legal or equitable, as may be accessed and provided under California law in an amount to be ascertained, according to proof, including without limitation waiting time penalties as authorized by the California Labor Code.
- k) For prejudgment interest on all amounts claimed pursuant to all applicable statutes or legal principles; and
- l) For such other and further relief as the court may deem proper.

DATED: August 15, 2023

THE VORA LAW FIRM, P.C.

By:



NILAY U. VORA
JEFFREY A. ATTEBERRY
AMY (LOU) EGERTON-WILEY
Attorneys for Plaintiff Danielle Tingstrom

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PLEASE TAKE NOTICE that, on behalf of Plaintiff, a Jury Trial is hereby demanded in the above-captioned matter as to all matters so triable.

THE VORA LAW FIRM, P.C.

Lauren E. Nij

NILAY U. VORA
JEFFREY A. ATTEBERRY
AMY (LOU) EGERTON-WILEY
Attorneys for Plaintiff Danielle Tingstrom