

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Laurie Gorbeck, and others	:	CIVIL ACTION NO: 18-cv-3651 (AB)
Similarly situated	:	
v.	:	
IKEA North America Services, LLC;	:	INDIVIDUAL AND COLLECTIVE
IKEA Distribution Services, Inc., and	:	ACTION UNDER TITLE VII; THE ADEA;
IKEA U.S. Holdings, Inc., all d/b/a IKEA	:	PHRA; EQUAL PAY ACT AND FMLA
and	:	
JOHN OLSON a/k/a ROBERT OLSON	:	
and	:	
JACQUELYN DECHAMPS	:	

**FIRST AMENDED COMPLAINT FOR CIVIL ACTION**

**PRELIMINARY STATEMENTS**

1. Plaintiff Laurie Gorbeck (“Gorbeck”) was Human Resources Business Navigator for IKEA’s retail operations in the United States, serving at a senior level of management for the company. John Olson, also known as Robert Olson (“Olson”) was both CFO and Acting CEO and Jacquelyn DeChamps (“DeChamps”) was US Human Resources Country Manager. In her role, Gorbeck learned that IKEA was systematically paying women less than men, and had a strategic initiative to favor those under 40 for management. Gorbeck repeatedly informed IKEA management that such policies and systems violated Federal and state law, and instead of responding to her concerns, Olson, DeChamps and IKEA retaliated against Gorbeck, repeatedly failed to promote her or permit her to transfer laterally, actually demoted her for a period, and ultimately terminated her employment altogether, in violation of Title VII of the Civil Rights Act, 42 U.S.C. §2000e *et sequitur*, the Age Discrimination in Employment Act, 29 U.S.C. §621

*et sequitur*, the Pennsylvania Human Relations Act, 43 Pa. Stat. §§951-963, and the Equal Pay Act, 29 U.S.C. §206(d).

2. Gorbeck has been adversely affected by Defendant's pattern and practice of age discrimination and its policy hiring and denying advancement opportunities based on an age bias. Despite applying for nearly a dozen positions, each for which she was well qualified, Gorbeck was turned away each time by IKEA and retaliated against for raising age bias claims.

3. This action is brought against IKEA for violation of the Age Discrimination in Employment Act, as amended, 29 U.S.C. § 621, et seq. ("ADEA"), as a collective action pursuant to the ADEA, 29 U.S.C. § 626(b), incorporating section 16(b) of the Fair Labor Standards Act, 29 U.S.C. §216(b), on behalf of herself individually and on behalf of those similarly situated: i.e., current management-level employees who, since August 29, 2014 (300 days prior to Gorbeck's initial filing with the EEOC on June 25, 2015), were age 40 or over and denied leadership development opportunities and/or rejected for promotion ("Older Coworkers"). In that regard, Gorbeck seeks an Order providing that Notice of this lawsuit be given to each Older Coworker.

4. Gorbeck also hereby brings an action on her own behalf and on behalf of other Older Co-Workers whose employment was terminated due to their age (over 40) under and pursuant to IKEA's age-biased programs such as the "Organizing for Growth" initiative which was a thinly veiled practice and procedure designed to systematically terminate the employment of IKEA's Older Workers on or prior to March 28, 2017 (300 days prior to Gorbeck's second charge filed with the EEOC on January 22, 2018).

5. Gorbeck further hereby brings a collective action on behalf of herself, because she was retaliated against for raising complaints of the existence of pay equity problems at IKEA, and on behalf of those similarly situated: i.e. female co-workers, both hourly and salaried, who

were in fact paid at lower rates than men in substantially equivalent positions, in accordance with the provisions of the Equal Pay Act and the Fair Labor Standards Act.

6. In addition, after IKEA initially granted Gorbeck time off in accordance with the Family and Medical Leave Act, 29 U.S.C. §2601 et sequitur, IKEA further retaliated against Gorbeck, ensuring that her lengthy career with IKEA would come to an end, as it ultimately did, even as IKEA advertised for Gorbeck's position immediately after she had been terminated.

7. Gorbeck also brings retaliation claims under the ADEA, Equal Pay Act, Title VII of the Civil Rights Act as amended and the Pennsylvania Human Relations Act on her own behalf, as well as a claim for Aiding and Abetting under the PHRA against Olson and DeChamps only.

8. Gorbeck further seeks injunctive and declaratory relief, damages, including compensatory and liquidated damages, attorney's fees and costs, and all other relief under Title VII of the Civil Rights Act, the Pennsylvania Human Relations Act, the Equal Pay Act, the Age Discrimination in Employment Act and the Family and Medical Leave Act, and any other relief this Court deems appropriate.

#### PARTIES

9. Plaintiff Laurie Gorbeck is a woman who is in excess of forty (40) years old at all times material to this Civil Action Complaint, and is an adult individual residing at 1425 Daws Road, Blue Bell, Pennsylvania.

10. Defendant IKEA North America Services, LLC is a limited liability company organized under and pursuant to the laws of the State of Delaware with a principal place of business at 420 Alan Wood Road, Conshohocken, Pennsylvania 19428.

11. Defendant IKEA Distribution Services, Inc. is a corporation organized under and pursuant to the laws of the State of Delaware with a principal place of business at 420 Alan Wood Road, Conshohocken, Pennsylvania 19428.

12. Defendant IKEA U.S. Holdings, Inc. is a corporation organized under and pursuant to the laws of the State of Delaware with a principal place of business at 420 Alan Wood Road, Conshohocken, Pennsylvania 19428.

13. All of the preceding entities do business in the United States and the Commonwealth of Pennsylvania collectively and severally as “IKEA,” and are so referred to collectively hereinafter.

14. Defendant Olson is an adult individual also known as Robert Olson and who at all times material to this Civil Action Complaint was Chief Financial Officer and Acting Chief Executive Officer of IKEA and had a principal place of business situate at 420 Alan Wood Road, Conshohocken, Pennsylvania 19428.

15. Defendant DeChamps is an adult individual who at all times material to this Civil Action Complaint was an officer and/or employee of IKEA with a principal place of business situate at 420 Alan Wood Road, Conshohocken, Pennsylvania 19428.

#### JURISDICTION AND VENUE

16. This Court has subject matter jurisdiction over this case pursuant to 28 U.S.C. §1331, 1343 and 1367 and 42 U.S.C. §2000(d)-5(f)(3).

17. Venue lies in this Court pursuant to 28 U.S.C. § 1391(b) and 42 U.S.C. 2000e-5(f)(3).

18. On or about June 25, 2015, Gorbeck filed a Charge, Charge No. 530-2015-03294, with the Equal Employment Opportunity Commission alleging that IKEA violated Title VII and the Pennsylvania Human Relations Act (“PHRA”).

19. This Charge was dual filed with the Pennsylvania Human Relations Commission and a copy of the Charge and Election to Dual File is attached as Exhibit A (subject to redactions of personal data).

20. Gorbeck received a Dismissal and Notice of Right to Sue letter from the Equal Employment Opportunity Commission which was dated July 27, 2018, a copy of which is attached as Exhibit B.

21. On or about January 22, 2018, Gorbeck filed a Charge, Charge No. 530-2018-01773, with the Equal Employment Opportunity Commission alleging that Gorbeck's subsequent termination by IKEA was retaliatory and in violation of Title VII and the PHRA was dual filed with the Pennsylvania Human Relations Commission. A copy of the Charge and Election to Dual File is attached as Exhibit C (subject to redaction of personal data).

22. Gorbeck received a Dismissal and Notice of Right to Sue letter from the Equal Employment Opportunity Commission which was dated August 2, 2018, a copy of which is attached as Exhibit D.

#### FACTS

##### IKEA institutionalizes a succession plan favoring those in their twenties and thirties.

23. IKEA is an international organization with multiple divisions and subsidiaries, which perform functions such as property management, distribution, logistics, as well as a retail store chain which operates dozens of stores and employs at least 15,000 employees ("coworkers") throughout the United States.

24. IKEA utilizes centralized Human Resources policies which are promulgated and disseminated in its Service Office located in Conshohocken, Montgomery County, Pennsylvania.

25. IKEA's coworkers are all subject to the same centrally controlled employment policies, as well as the same strategies, processes and policies for recruitment, evaluation of coworkers, development and advancement of coworkers, including Older Coworkers.

26. Up through and including October of 2014, Gorbeck was employed by IKEA in the position of "US Human Resource Business Navigator."

27. Up to and into 2014, Gorbeck enjoyed favorable annual reviews.

28. Prior to February of 2014, Gorbeck reported to IKEA's US Human Resources Country Manager, Neena Mehta ("Mehta").

29. As US Human Resource Business Navigator, Gorbeck's responsibilities included long-term strategic planning for IKEA for Total Rewards Strategy for the US as well as metric benchmarking, financial modeling, benefits, and compensation levels.

30. As US Human Resources Country Manager, Mehta presided over a United States Human Resources Committee.

31. This Committee was responsible for recommending overall company human resources strategy, policy and procedures to IKEA's Strategic Human Resources Committee.

32. Gorbeck regularly participated in meetings of the US Human Resources Committee, and often presented to and attended meetings of the Strategic Human Resources Committee.

33. Members of the Strategic Human Resources Committee included Olson, Mehta, as well as well as other senior-level IKEA executive management.

34. The Strategic Human Resources Committee implemented formal policies and strategies for IKEA.

35. Gorbeck was aware as long ago as 2011 that the long term strategy for Respondent was to recruit "younger people" in management positions, and members of the Committee discussed the need to avoid specifically violating the Age Discrimination in Employment Act ("ADEA") and the PHRA.

36. Such priorities were raised repeatedly in meetings of the US Human Resources Committee.

37. For instance, on February 23, 2011 the minutes of the Strategic Human Resources Committee reflect that IKEA had an age distribution objective for its senior management of:

- a. Changing high potentials to under 25;

- b. One member under 30 on the SSG; and
- c. At least one member on the US management team under 35 by 2015.

38. Again on April 27, 2011 that Committee met and its minutes again reflect a modification to paragraph 25(c) above in that the individual would be under 35, not under 30.

39. Again on May 23, 2012, that Committee met and its minutes once more reflect that the committee “Agreed to remove the age distribution KPI but keep this as a wished position that we are creating a process to achieve.”

40. These priorities of promoting and hiring individuals younger than 40 were expressed in slide decks presented to and approved by the Strategic Human Resources Committee and disseminated to all of IKEA’s retail and headquarters operations.

41. For instance, Slide 11 of the “ US Succession Planning Process FY2012-2014,” a copy of which is attached hereto, made part hereof, and marked Exhibit E states that US Goals are:

- a. Management team to include 1-2 “high potential members” under 25 by the end of 2012;
- b. SSG to include one member under 30 by the end of 2013;
- c. At least one member on the US management team under 35 by 2015.

42. Similarly, the stated Succession Goals set forth in a slide deck “Management Review FY 2013,” a copy of which is attached hereto, made part hereof, and marked Exhibit F were:

- a. Management team to include 1-2 “high potential members” under 25 by the end of 2012;
- b. SSG to include one member under 30 by the end of 2013;
- c. At least one member on the US management team under 35 by 2015.

43. These stated goals and objectives were established by the Strategic Human Resources Committee and were disseminated to all of IKEA's US retail stores and its management headquarters for implementation in the day-to-day operations of IKEA.

44. These objectives of focusing on promoting those in their twenties and thirties to were repeated consistently in long-term strategic human resources training starting in 2012 and continuing in 2013, 2014 and at least through the end of Gorbeck's employment with IKEA in 2017.

45. IKEA publically trumpeted this age bias, and in a published interview, Cathy Blair spoke of IKEA's intention to recruit recent college graduates into management level positions and develop internship programs so as to create "future leaders" of IKEA.

46. In or around 2015, IKEA promulgated an initiative it titled "Organizing for Growth" which was designed to eliminate those IKEA Co-workers who were older than 40, and terminate their employment with IKEA as well as reduce their compensation levels and limit their eligibility for IKEA's bonus compensation plan or "SRAP."

47. The "Organizing for Growth" initiative used age of the co-worker as a relevant criterion to decisions of promotion, termination and/or hiring, and affected many Older Coworkers who subsequently lost their employment, some of whom currently have or have had charges filed with the Equal Employment Opportunity Commission alleging violations of the ADEA, such as Kristie Colleen Olafsson (EEOC Charge No. 520-2018-05551), and many other Older Coworkers.

48. Gorbeck was merely one of many senior management personnel working both at IKEA's Service Office and at all other divisions and subsidiaries of IKEA who were repeatedly subject to IKEA's age bias in the context of:

- a. Employee evaluations;
- b. Evaluating coworkers for promotions and career development;

- c. Assigning high level and/or conspicuous projects;
- d. Adjusting payroll levels; and
- e. Recruitment and hiring of coworkers for IKEA.

49. IKEA has and continues to engage in a company-wide, institutional policy of denying training, development and advancement opportunities to its older employees.

50. The within lawsuit is the third of at least two other lawsuits in the United States District Court for the Eastern District of Pennsylvania raising the exact same claims of age discrimination for coworkers in retail stores, in management and in senior level management, and there are additional claims still before the Equal Employment Opportunity Commission for which rights to sue have not yet been granted.

51. The large number of affected Older Coworkers, and the breadth of IKEA's locations, both retail and otherwise, which exist from coast to coast, from north to south, creates the possibility of not only multidistrict litigation, but a significant number of other claims, suits, and litigation all arising out of the same or similar sets of facts, all arising out of the same policies of IKEA complained of herein, and as evidenced by the Exhibits hereto.

52. A collective action is the best methodology of approaching Gorbeck's claims, as well as the claims of those similarly situated, rather than hundreds of individual lawsuits in dozens of jurisdictions.

IKEA starts to explore a living wage, but pay equity becomes the issue.

53. During the period from 2012 through 2013, Gorbeck was assigned the task of exploring the possibility of IKEA providing a "living wage" to its employees.

54. Olson, then the USA Acting CEO of IKEA, stated publically that he wanted to implement a "living wage" during the fall of 2013.

55. In the fall of 2013 Olson assigned to Gorbeck the job of doing a “financial impact analysis” assuming IKEA did institute a living wage, providing information on the costs associated with such a step.

56. Gorbeck worked with IKEA’s consultant Towers Watson to develop a responsive report to Olson’s request through the winter of 2013 into early 2014.

57. During late 2013, Gorbeck interviewed for the position of Country HR Manager, US with IKEA, a position for which she was fully and well-qualified.

58. Mike Ward, the then CEO of IKEA’s USA retail operations told Gorbeck that she did not get the promotion.

59. Instead IKEA hired Jackie DeChamps, a woman under the age of 40, whose start date was in February 2014.

60. Around the same time that DeChamps started, Lars Mitdrum, a white male, asked Gorbeck to do an analysis of “Volume B” Store Managers’ pay levels because a Minnesota store manager, James Organ, was complaining that he was underpaid.

61. Gorbeck compiled an analysis with the assistance of Respondent’s consultant Towers Watson, and developed a spreadsheet reflecting that not only Mr. Organ, but several other female managers at Volume B stores were making disproportionately less money than men in substantially equivalent positions. A copy of this spreadsheet is attached hereto, made part hereof, and marked Exhibit G (subject to Court Seal by mutual agreement of the parties).

62. Exhibit G clearly shows that almost every woman Volume B store manager is receiving compensation below the mean, whereas nearly all male Volume B store managers except Mr. Organ were earning at or above the mean.

63. Exhibit G further shows that the sole African American male Volume B store manager is earning below the mean.

64. Gorbeck believed in good faith that this pay inequity was a violation of Title VII, the PHRA and the Equal Pay Act (“EPA”).

65. Gorbeck informed Mr. Mitdrum about the pay inequity involving the women managers, and she suggested that we meet with other Deputies of Respondent to address the pay inequity so that IKEA did not continue to be in violation of the law.

66. In response to Gorbeck’s request, Mr. Mitdrum instructed her not to do so.

67. IKEA only gave Mr. Organ received a raise, and did not adjust the pay levels of any of the affected female managers of its Volume B stores.

Gorbeck continues to warn IKEA management about pay equity problems.

68. At some point after DeChamps started, Mr. Ward was promoted, and Olson became Acting CEO of IKEA USA.

69. By this point in time, Gorbeck’s analysis requested by Mr. Olson regarding “living wage” was complete, and a meeting was scheduled to present the information at a meeting of the Committee.

70. A week before the Committee meeting, Gorbeck met with Olson and DeChamps to review the slides she had prepared with Towers Watson for the presentation regarding “living wage” and “pay equity.”

71. When Gorbeck met with Olson and DeChamps she was mindful of Mr. Mitdrum’s request that she not discuss the specific pay equity issues and the legal liabilities created by IKEA’s underpayment of women in equivalent positions with anyone else.

72. Gorbeck knew that at that time there were, in fact, women in positions equivalent to men who were not receiving the same pay at IKEA and that this liability could extend further than just the Volume B stores.

73. Gorbeck specifically informed both Olson and DeChamps of the foregoing and that IKEA faced legal liability because women coworkers in equivalent positions were not being paid the same amount as men.

74. Olson asked Gorbeck whether she could quantify the amount of exposure for this legal liability.

75. Gorbeck conceded that “it could be a dollar it could be a million,” because she did not know the precise amount (other than for the Volume B stores) and because IKEA had refused to do an internal pay equity audit at that point for a long time.

76. Gorbeck’s good faith belief and hope was that by convincing Olson and/or DeChamps to conduct a pay equity audit not only the Volume B store managers, but of any other IKEA employee/coworker who was not being paid the same as men in equivalent positions, that IKEA would ensure pay equity across the board and thereby bring itself in compliance with Title VII and the EPA.

77. During that meeting, Gorbeck also advised Olson and DeChamps of the following:

a. Compression: If a living wage were implemented, IKEA would need to address the fact that some employees would get a pay raise taking them closer to their supervisor's income level, or to pay levels of coworkers with greater seniority.

b. Conflict with Pay Equity: It would be advisable to engage in a pay equity audit before offering a living wage because: (1) implementing a living wage could exacerbate any existing pay equity problems (such as that encountered with the Volume B stores); and (2) IKEA USA had not done a pay equity audit in at least 12 years.

c. Liability: Gorbeck told Olson and DeChamps in no uncertain terms that while Living Wage was a nice thing to do, pay equity constituted a legal liability.

78. Towers Watson also confirmed to Olson and DeChamps that their opinion in this regard mirrored Gorbeck's conclusions.

79. Olson then inquired how much a pay equity audit would cost IKEA once it revealed the extent of IKEA's equal pay violations.

80. Gorbeck advised Olson that she could not quantify the cost of such an audit without knowing its breadth or scope.

81. Olson then stated unilaterally that "we can't afford to do a pay equity audit."

82. Gorbeck reiterated that because of the existence of known pay equity issues relating to women that such an audit should be performed before "living wage" was adopted because if even one coworker contacted Federal authorities, Gorbeck recognized that IKEA would face significant financial exposure.

83. Gorbeck reiterated for Olson and DeChamps that if even one employee contacted the US Department of Labor and that agency found a pay equity problem, any violation of the EPA could result in considerable penalties to IKEA.

84. While prior to formal discovery herein Gorbeck cannot state whether she, herself, was a victim of pay equity violations, she obviously uncovered that many other women *were* subject to pay equity violations, and she reported these violations to IKEA.

85. Gorbeck's repeated complaints of pay equity violations also constituted protected conduct under Title VII of the Civil Rights Act and the Pennsylvania Human Relations Act as it opposed IKEA's discriminatory practices by IKEA.

86. Olson instructed Gorbeck to remove the pay equity slides from her presentation on living wage and that he did not intend to share the information with the entire Committee. A copy of the slides Olson compelled Gorbeck to remove is attached hereto, made part hereof, and marked Exhibit H.

87. Gorbeck presented her findings to the Committee, a group of approximately 15 people including Olson, DeChamps, US retail deputies, Distribution Services, and other US teams members in March of 2014.

88. Gorbeck's presentation, stripped of the pay equity slides Olson forced her to remove, included several scenarios for implementation of a living wage at IKEA USA. A copy of the slide deck is attached hereto, made part hereof, and marked Exhibit I.

89. Gorbeck specifically recommended approach "3(c)" which would have cost IKEA approximately \$27 million dollars.

90. In that meeting, the problems Gorbeck had raised with Olson regarding compression and the need for a pay equity audit were not discussed.

91. In that meeting, Olson said that he preferred "scenario 1(c)" which was the least expensive implementation of living wage, costing only \$13 million dollars.

92. Olson assigned to Gorbeck the task of designing a plan to execute option 1(c).

93. On or about March 20, 2014, Gorbeck met with Jerald Yee and Towers Watson via a WebEx to review what transpired in the meeting with SHR and to brainstorm how to effectuate the Olson's instructions.

94. IKEA's corporate philosophy has always been to reflect upon management decisions even after they are made, and because Gorbeck knew that some equal pay violations existed at IKEA at least at the Volume B stores, Gorbeck became increasingly worried about IKEA's exposure to legal liability for the pay equity complications of implementing a living wage, so she sent an email on March 20, 2014 to Olson and to DeChamps restating her concerns.

Gorbeck is punished for raising these issues with management.

95. After receiving no response to the March 20, 2014 email, and being extremely concerned about what she knew to be a liability exposure to IKEA, Gorbeck again emailed Olson and DeChamps two days later, on March 26, 2014.

96. In her March 26, 2014 email, Gorbeck specifically asked to have the opportunity to review these matters with Olson and DeChamps again.

97. Olson told Gorbeck that he was unavailable and instructed her to meet with DeChamps instead to discuss her concerns.

98. Gorbeck met with DeChamps on March 27, 2014 at which time DeChamps told Gorbeck that her job had been “eliminated” effective August 31, 2014.

99. Gorbeck’s position was eliminated because Gorbeck raised the good faith belief that IKEA was in violation of the law for failing to pay women the same amount as men in equivalent positions.

100. Reporting pay equity violations is protected conduct under the EPA and the FLSA, and the United States Supreme Court has held that it is not even necessary that such reports be in writing, however in the instant case, there are multiple emails and reports substantiating such claims, such as Exhibit H and K.

101. Over the next few months, DeChamps offered several “alternate facts” as reasons for the elimination of Gorbeck’s position, none of which are truthful.

a. DeChamps said that the reason was that “no other function has its own business navigator” which is not true at IKEA.

b. Later, DeChamps explained that the elimination of Gorbeck’s position “aligned with Global HR,” which is also not true, because at the time Global HR also had a Business Navigator.

c. Finally, DeChamps claimed that the reason for the elimination of Gorbeck’s position was actually a “philosophical difference” between her and her predecessor, Mehta, regarding the function of Respondent’s Human Resources Service Office. Ms. DeChamps claimed that retail stores (where she had previously worked with IKEA) were “strategic”

and “operational,” and that the HRSC should also be both strategic and operational, but in fact, IKEA’s policy is that stores are “operational,” not “strategic.”

102. None of the reasons put forth by DeChamps for the elimination of Gorbeck’s position are truthful, but all are pretext for the discriminatory and retaliatory motives for Gorbeck’s.

103. Notwithstanding DeChamps’ continuing changes to the explanation for the elimination of Gorbeck’s position, Gorbeck met with her to express her ongoing concerns about pay equity and the imposition of living wage via “scenario 1(c)” on April 2, 2014.

104. DeChamps was dismissive of the concerns Gorbeck raised.

105. On April 9, 2014, Gorbeck again met with DeChamps before DeChamps left for vacation, and advised DeChamps that she applying for an open and posted HR Ops position.

106. DeChamps told Gorbeck that she should instead consider a position with IKEA’s Property organization instead because the HR Ops position was supposed to be DeChamps own successor and, DeChamps said, “should be young talent.”

IKEA, Olson and DeChamps begin to retaliate against Gorbeck for her protected activity.

107. After DeChamps’ return from vacation, she instructed Gorbeck not to come to certain meetings which Gorbeck had heretofore regularly attended.

108. DeChamps also reassigned projects on which Gorbeck had been working to other people.

109. At that point, DeChamps began to engage in a pattern of marginalizing Gorbeck’s responsibilities with IKEA, even though Gorbeck’s position was to remain through the end of August of 2014.

110. On April 29, 2014 Gorbeck’s counsel contacted Olson at IKEA and expressed concerns that Gorbeck was being treated unlawfully: (1) because of her age; and (2) because she

had raised issues regarding pay equity. A copy of that correspondence is attached hereto, made part hereof, and marked Exhibit J.

111. Gorbeck's contacting IKEA by her counsel to register a good faith believe that she was treated unlawfully itself constituted protected conduct under Title VII, the Age Discrimination in Employment Act , the EPA as well as the PHRA.

112. Gorbeck continued to look for other positions with IKEA because she believed in the company and enjoyed her work, notwithstanding what had transpired regarding her pay equity concerns.

113. On May 13, 2014, Olson called Gorbeck into the IKEA's HR Office and initially threatened to write her up for certain conduct.

114. After Gorbeck presented Olson with facts demonstrating that there was no basis for him to write her up, Olson did not do so.

115. Several days later, DeChamps pulled Gorbeck into a meeting to discuss a "follow-up" to her meeting with Olson in which he had initially threatened to discipline Gorbeck, then relented.

116. Gorbeck reiterated to DeChamps the accurate version of facts she had relayed to Olson, which significantly deviated from Ms. DeChamps' version of facts, a version which DeChamps had misrepresented to Mr. Olson.

117. DeChamps told everyone in the US Human Resources Management Team that Gorbeck had secured legal counsel and was pursuing a claim against IKEA, even though Gorbeck had not yet even filed a charge with the EEOC.

118. DeChamps further instructed her team members to inform their respective teams that Gorbeck was bringing legal action against IKEA.

119. DeChamps was visibly more disturbed that someone had “leaked” her secret that Gorbeck was represented than the underlying issues Gorbeck’s legal counsel had raised with Olson.

120. As late as June 11, 2014, Towers Watson, however, was still warning Olson and DeChamps about the pay equity issues, as indicated in the attached email, made part hereof and marked Exhibit K.

121. Gorbeck interviewed for the HR Ops position on June 23, 2014, a position for which she was eminently qualified.

122. Gorbeck was candidate reference number 11197744 for that position.

123. In August of 2014 Gorbeck learned that she did not get that position.

124. By August of 2014, Gorbeck was aware that many in IKEA’s Global HR knew that she was represented by counsel and had raised employment discrimination claims against IKEA.

125. Olson’s and/or DeChamps revealing that Gorbeck was represented by counsel and claiming unlawful conduct on IKEA’s part, and their revealing this information was intended to further isolate, ostracize and punish Gorbeck for having engaged in activity protected by Title VII, the EPA, the ADEA and the PHRA.

126. Nevertheless, Gorbeck applied for the position of Business Navigator, Trading, with IKEA in August of 2014, a position for which she was well-qualified at the time the position and its description was posted.

127. While working from home waiting for the status of this application, IKEA “extended” her position as US Human Resource Business Navigator.

128. Gorbeck interviewed in September of 2014 for the position of Business Navigator, Trading, after which the IKEA informed her that the job description was completely

changed, and now involved more compliance and financial issues than she was qualified to handle.

129. Gorbeck therefore withdrew her application.

130. Gorbeck believes and therefore avers that the job description was only revised after Gorbeck applied for the position, so as to further punish her for engaging in protected activity under Title VII, the Age Discrimination in Employment Act (“ADEA”), the EPA and the PHRA.

131. On September 19, 2014, DeChamps contacted Gorbeck stating that: (1) she understood that Gorbeck was not taking the trading position and that she understood that was because of the changes in the job description; (2) that she knew that Gorbeck applied for HR Ops role in Distribution and that the Respondent was going to extend Gorbeck’s position further.

132. DeChamps further advised Gorbeck that she had to either immediately return to the office and work with KC Olafsson, another woman who is over 40 on a specific project, or use up her paid time-off until a decision was made about the Distribution job.

133. DeChamps insisted that Gorbeck that she respond to the preceding instruction the same day.

134. Gorbeck told DeChamps that she would come back into the office and work with Ms. Olafsson.

135. DeChamps said, “great, we have your desk, we haven't changed anything.”

136. Gorbeck returned to the office on September 22, 2014.

137. During that time, Gorbeck was assigned a project by DeChamps which involved Gorbeck’s working with IKEA’s lawyers at Jackson Lewis and investigate IKEA’s exposure and the advantages and disadvantages of changing the classification of exempt employees to non-exempt status.

138. Gorbeck engaged in several conversations with Jackson Lewis and finalized a presentation for a presentation to the management team.

139. While Gorbeck was working on this project, DeChamps expressed her relief that Gorbeck was involved in studying the reclassification issues because she believed the decision to adopt the living wage should have been more thoroughly vetted than it had been and not rushed through, as Gorbeck had originally cautioned.

140. Approximately one week later, Gorbeck's desk was taken away and she was told to "find a hot desk," which means to take any available unassigned desk which was kept available for mobile co-workers.

141. Gorbeck believes and therefore avers that at this point, DeChamps was punishing Gorbeck not just for engaging in protected activity, but also for having proven DeChamps wrong about the pay equity issue.

142. Gorbeck applied for several roles for the IKEA Property organization, including Property Deputy, a position for which she was well-qualified, and she was interviewed with Doug Greenholz, the head of Property.

143. Gorbeck learned in November of 2014 that she was not being considered for a second interview.

144. Gorbeck applied for another property position, but she was told that she would have to be able to work on her feet all day, which she was unable to do, and, accordingly, Gorbeck withdrew.

145. In November 2014 Gorbeck was eligible for her annual "performance evaluation review," however DeChamps neither raised the subject nor scheduled one.

Gorbeck secures a new position with IKEA which essentially constitutes a demotion.

146. Gorbeck then applied for HR Business Partner – DSNA, a position with IKEA in Westhampton, NJ at a significantly lower pay scale than her previous pay scale, and a position for which she was well-qualified.

147. Gorbeck was hired for that position and began on January 5, 2015.

148. Gorbeck had earned at least \$179,000 per year at her prior position as US Human Resource Business Navigator, but this new position paid approximately \$122,000 per year, and also reduced Gorbeck’s eligibility for various performance bonuses and the range and amount of such bonuses.

149. Overall, the economic loss to Gorbeck resulting from the demotion totals \$2 million dollars over Gorbeck’s expected career with IKEA until retirement at age 65.

150. As Human Resources Business Partner, Gorbeck’s responsibilities included, but were not limited to:

- a. Providing strategic and customized human resources consultancy to Respondents’ human resources manager and leadership teams;
- b. Facilitate a strong leadership culture, provides advice, and coach partners as necessary;
- c. Ensure compliance with all human resources laws and regulations; and
- d. Provide rigorous data analysis and reporting solutions based on business need.

Gorbeck files her first administrative charge with the EEOC.

151. Gorbeck had been demoted to this position back in 2014 after which she filed a Charge of Discrimination with the EEOC which was docketed at 530-2015-03294 and cross-filed with the Pennsylvania Human Relations Commission, Exhibit A hereto.

152. In conjunctions with her Charge of Discrimination she engaged in the following activities which are protected under Title VII, the PHRA, the ADEA and the EPA:

- a. Meeting with investigators from the EEOC;
- b. Identifying documents, data, and resources for the investigators to facilitate the investigation of her Charge of Discrimination;
- c. Identifying witnesses and other individuals who could provide information and further resources to facilitate the investigation of her Charge of Discrimination.

153. Through her legal counsel, Gorbeck continued to contact the EEOC regularly about the status of her Charge of Discrimination, including conversations with the then Regional Director, Spencer Lewis, as well as other officials of the Equal Employment Opportunity Commission.

154. Throughout 2017, through her legal counsel, Gorbeck continuously contacted the investigator assigned to her Charge of Discrimination and was repeatedly advised that Respondents were providing additional information responsive to the EEOC's requests.

155. From the time of the filing of her Charge of Discrimination through and including August of 2017 Gorbeck was both opposing conduct in violation of Title VII, the PHRA, the ADEA, and the EPA, and she was also participating in the investigation of conduct in violation of those laws.

156. Gorbeck's opposition to and participation in the investigation of the facts of her Charge of Discrimination constituted "protected activity" under the anti-retaliation provisions of Title VII, the PHRA, the ADEA, and the EPA.

IKEA again fails to promote Gorbeck due to her age.

157. By December of 2015, DeChamps had taken a new position with IKEA, and Nabeela Ixtabalan, a woman under 40 had been appointed her successor.

158. The appointment of Nabeela Ixtabalan to DeChamps prior position without posting for the position was a significant deviation from IKEA's standard succession practice.

159. The promotion of Nabeela Ixtabalan to DeChamps' former position was entirely in keeping with the Strategic Human Resources Committee's stated intention of only advancing persons under the age of 40 in management.

160. At that point, Nabeela Ixtabalan posted an additional HR Operations position for which Gorbeck was well-qualified.

161. Gorbeck in fact applied for this HR Operations position.

162. Nabeela Ixtabalan refused to interview Gorbeck in person for the position.

163. IKEA ultimately awarded the position to a male who was under the age of 40.

IKEA again terminates Gorbeck's employment.

164. In August of 2017 Gorbeck was advised that her current position was "eliminated" as of October 13, 2017 and she was instructed to "transition" her duties in due course even as she was still on FMLA intermittent leave.

165. Gorbeck's supervisor's instructions to Gorbeck about winding down her job are attached hereto and made part hereof as Exhibit L1 and L2.

166. On October 13, 2017, the position to which Gorbeck had been demoted was eliminated and her employment with IKEA was terminated.

167. On or about October 4, 2016, Gorbeck was approved for intermittent Family and Medical Leave.

168. A copy of the approval is attached hereto, made part hereof, and marked Exhibit M.

169. At the same time Gorbeck was told of the elimination of her position, Gorbeck's supervisor said that a newly created position would be posted before Gorbeck's last day, and that Gorbeck was welcome to apply for that position.

170. Notwithstanding the lawful grant of Family and Medical Leave to Gorbeck, Gorbeck's supervisors at IKEA began thereafter to engage in a pattern and practice of criticizing Gorbeck and complaining about her absence from work.

171. For instance, Gorbeck's supervisors engaged in a pattern and practice of depriving Gorbeck of information and data she required to do her job.

172. Immediately after Gorbeck's termination, IKEA posted the position referred to in paragraph 147 above, but rather than that being a "newly created position," it was precisely the same as the position from which Gorbeck had been terminated.

173. A copy of this posting is attached hereto, made part hereof and marked Exhibit N.

174. Gorbeck was not permitted to apply for this position.

175. IKEA filled this position with another individual under the age of 40 who had not previously been on intermittent leave.

176. Immediately after her termination, Gorbeck filed her second EEOC charge, Exhibit C hereto, alleging that this termination constituted further retaliation.

177. Shortly after learning of Gorbeck's new EEOC charge, IKEA changed the title of this position in its HR information system so as not to appear to be identical to Gorbeck's former position.

**COUNT I**

Title VII – Gender-based discrimination

*Plaintiff v. IKEA*

*Individual and Collective Action*

178. Gorbeck incorporates all prior paragraphs hereof as if set forth at length below.

179. Gorbeck brings the within claim for violation of the Title VII on her own behalf and on behalf of those similarly situated such as:

a. Women management and salaried coworkers who were paid a lesser rate of pay than male employees holding substantially similar positions in IKEA's Service Office facility in Conshohocken, Pennsylvania;

b. Women management and salaried coworkers in various IKEA divisions such as the Distribution Division in which Gorbeck worked who were paid a lesser rate of pay than male employees holding substantially similar positions in IKEA's various other divisions;

c. Women management and salaried coworkers who were in Volume B stores and paid at a lesser rate than male employees holding substantially similar positions in IKEA's other Volume B stores; and

d. Women management and salaried coworkers who were in IKEA's other divisions and subsidiaries who were paid at a lesser rate than male employees holding substantially similar positions.

180. Gorbeck, along with many other women in various roles and positions at IKEA were systematically paid less than men in similar and/or equivalent roles and positions.

181. This systematic underpayment was part of a bias on IKEA's part against women employees which IKEA refused even to explore through an audit until after Gorbeck's employment was terminated, notwithstanding Gorbeck's own warning to not only IKEA but also Olson and DeChamps.

182. Gorbeck's gender was a motivating factor in the adverse actions IKEA took against her, including, but not limited to the failure to hire her to multiple positions for which she was qualified and the termination of her employment not once, but twice.

183. Gorbeck's age was a determinative factor in the adverse actions IKEA took against her, including, but not limited to the failure to hire her to multiple positions for which she was qualified and the termination of her employment not once, but twice.

184. IKEA's practice violated Title VII in that it subjected women to different terms and conditions of employment because of their sex.

185. IKEA should be compelled to notify all affected coworkers as identified above of their option to elect to join in with within claims.

186. Since the termination of Gorbeck's employment, Gorbeck believes and therefore avers, that IKEA has, in fact, performed a pay equity audit which confirmed Gorbeck's initial concerns.

**COUNT II**

PHRA – Gender based discrimination

*Plaintiff v. IKEA*

*Individual and Collective Action*

187. Gorbeck incorporates all prior paragraphs hereof as if set forth at length below.

188. Gorbeck brings the within claim for violation of the PHRA on her own behalf and on behalf of those similarly situated.

189. Gorbeck brings the within claim for violation of the Title VII on her own behalf and on behalf of those similarly situated such as:

a. Women management and salaried coworkers who are or were paid a lesser rate of pay than male employees holding substantially similar positions in IKEA's Service Office facility in Conshohocken, Pennsylvania;

b. Women management and salaried coworkers in various IKEA divisions such as the Distribution Division in which Gorbeck worked who are or were paid a lesser rate of pay than male employees holding substantially similar positions in IKEA's various other divisions;

c. Women management and salaried coworkers who are or were in Volume B stores and paid at a lesser rate than male employees holding substantially similar positions in IKEA's other Volume B stores; and

d. Women management and salaried coworkers who are or were in IKEA's other divisions and subsidiaries who were paid at a lesser rate than male employees holding substantially similar positions.

190. Gorbeck, along with many other women in various roles and positions at IKEA were systematically paid less than men in similar and/or equivalent roles and positions.

191. This systematic underpayment was part of a bias on IKEA's part against women employees which IKEA refused even to explore through an audit until after Gorbeck's employment was terminated, notwithstanding Gorbeck's own warning to not only IKEA but also Olson and DeChamps.

192. Gorbeck's gender was a motivating factor in the adverse actions IKEA took against her, including, but not limited to the failure to hire her to multiple positions for which she was qualified and the termination of her employment not once, but twice.

193. Gorbeck's gender was a determinative factor in the adverse actions IKEA took against her, including, but not limited to the failure to hire her to multiple positions for which she was qualified and the termination of her employment not once, but twice.

194. This practice violated the PHRA in that it subjected women to different terms and conditions of employment because of their sex.

195. IKEA should be compelled to notify all affected coworkers as identified above of their option to elect to join in with within claims.

196. Since the termination of Gorbeck's employment, Gorbeck believes and therefore avers, that IKEA has, in fact, performed a pay equity audit which confirmed Gorbeck's initial concerns.

**COUNT III**

Title VII – Age Discrimination in Employment

*Plaintiff v. IKEA*

*Individual and Collective Action*

197. Gorbeck incorporates all prior paragraphs hereof as if set forth at length below.

198. IKEA's intentionally discriminatory conduct against Gorbeck because of her age includes, but is not limited to:

a. IKEA repeatedly failed to hire her for positions for which she was well-qualified because her age was over 40.

b. IKEA changed on the fly job descriptions so as to disqualify Gorbeck *after* she had applied;

c. IKEA twice reposted positions from which Gorbeck was terminated without permitting Gorbeck to reapply; and

d. IKEA implemented a leadership development policy and culture to encourage only those under the age of 40 to seek promotions.

199. Gorbeck brings the within claim for violation of the ADEA on her own behalf and on behalf of those similarly situated.

a. Older workers whom IKEA has failed to hire and/or promote for positions at IKEA's Service Office facility in Conshohocken, Pennsylvania;

b. Older workers in management and salaried Older Workers in various IKEA divisions such as the Distribution Division in which Gorbeck worked whom IKEA has failed to hire and/or promote for positions in IKEA's various other divisions;

c. Older workers in management and salaried Older Workers whom IKEA has failed to hire and/or promote for substantially similar positions in IKEA's other Volume B stores; and

d. Older workers in management and salaried Older Workers whose employment IKEA has terminated under and pursuant to IKEA's age-based criteria including, but not limited to "Organizing for Growth."

200. IKEA has intentionally discriminated against Gorbeck and Older Coworkers because of their age.

201. IKEA engaged in a pattern and practice of age discrimination against Gorbeck and Older Coworkers in that:

a. Certain positions were specifically "designed" for younger individuals, such as the position DeChamps was hired for over Gorbeck;

b. IKEA repeatedly hired less-qualified but younger individuals to positions for which Gorbeck was well-qualified and had applied;

c. IKEA had a corporate culture and policy of preferring individuals under 40 to those over the age of 40 in hiring and promotion;

d. IKEA's age-biased policies and practices such as "Organization for Growth" were specifically designed to identify, reduce compensation for and altogether eliminate those salaried employees who were older than the age of 40;

e. Age has been a determinative factor in connection with IKEA's decisions to hire, terminate and/or promote Gorbeck and Older Coworkers; and

f. IKEA both refused to promote and/or eliminated the positions of those over the age of 40.

202. A male under the age of 40 was hired for the HR Ops Position that Nabeela Ixtabalan specifically stated was for a younger person.

203. As a direct result of IKEA's discriminatory conduct, Gorbeck and persons similarly situated have in the past incurred and in the future will continue to incur a loss of

earnings, earning capacity, benefits, bonuses, equity grants, retirement benefits, and other financial losses.

204. Gorbeck's age was a motivating factor in the adverse actions IKEA took against her, including, but not limited to the failure to hire her to multiple positions for which she was qualified and the termination of her employment not once, but twice.

205. Gorbeck's age was a determinative factor in the adverse actions IKEA took against her, including, but not limited to the failure to hire her to multiple positions for which she was qualified and the termination of her employment not once, but twice.

206. IKEA has hereby violated the ADEA.

207. IKEA's violation of the ADEA has been willful and warrants the imposition of punitive damages.

208. IKEA should be compelled to notify all affected coworkers as identified above of their option to elect to join in with within claims.

#### **COUNT IV**

Pennsylvania Human Relations Act – Age Discrimination in Employment

*Plaintiff v. All Defendants*

*Individual and Collective Action*

209. Gorbeck incorporates all prior paragraphs hereof as if set forth at length below.

210. IKEA intentionally discriminated against Gorbeck because of her age in that:

a. It repeatedly failed to hire her for positions for which she was well-qualified because her age was over 40.

b. IKEA designated certain positions for younger individuals, such as the position Gorbeck was not hired for but DeChamps was.

c. IKEA repeatedly hired less-qualified but younger individuals to positions for which Gorbeck was well-qualified and had applied;

d. IKEA had a corporate culture and policy of preferring individuals under 40 to those over the age of 40 in hiring and promotion;

e. Age has been a determinative factor in connection with IKEA's decisions to hire, terminate and/or promote Gorbeck and Older Coworkers; and

f. IKEA both refused to promote and/or eliminated the positions of those over the age of 40.

211. A male under the age of 40 was hired for the HR Ops Position that Nabeela Ixtabalan specifically stated was for a younger person.

212. Gorbeck's age was a motivating factor in the adverse actions IKEA took against her, including, but not limited to the failure to hire her to multiple positions for which she was qualified and the termination of her employment not once, but twice.

213. Gorbeck's age was a determinative factor in the adverse actions IKEA took against her, including, but not limited to the failure to hire her to multiple positions for which she was qualified and the termination of her employment not once, but twice.

214. As a direct result of IKEA's discriminatory conduct, Gorbeck and persons similarly situated have in the past incurred and in the future will continue to incur a loss of earnings, earning capacity, benefits, bonuses, equity grants, retirement benefits, and other financial losses.

215. Gorbeck brings the within claim for violation of the PHRA on her own behalf and on behalf of those similarly situated.

a. Older workers whom IKEA has failed to hire and/or promote for positions at IKEA's Service Office facility in Conshohocken, Pennsylvania;

b. Older workers in management and salaried Older Workers in various IKEA divisions such as the Distribution Division in which Gorbeck worked whom IKEA has failed to hire and/or promote for positions in IKEA's various other divisions;

c. Older workers in management and salaried Older Workers whom IKEA has failed to hire and/or promote for substantially similar positions in IKEA's other Volume B stores; and

d. Older workers in management and salaried Older Workers whose employment IKEA has terminated under and pursuant to IKEA's age-based criteria including, but not limited to "Organizing for Growth."

216. IKEA has thereby violated the PHRA.

217. IKEA should be compelled to notify all affected coworkers as identified above of their option to elect to join in with within claims.

**COUNT V**

Title VII – Retaliation

*Plaintiff (Individually) v. IKEA*

218. Gorbeck incorporates all prior paragraphs hereof as if set forth at length below.

219. Gorbeck engaged in activity which is protected by Title VII in that she both *opposed* the unlawful conduct of IKEA but also *participated in the investigation* of her complaints regarding such conduct.

220. Such protected activity included, but was not limited to:

a. Opposing IKEA management policies which were biased against women and older workers violated Federal and State law;

b. Sending repeated emails and engaging in subsequent conversations with Olson and DeChamps reiterating her good faith conviction that IKEA was systematically violating Federal and state law due to its policies biased against women and older workers;

c. Filing a formal charge with the Equal Employment Opportunity Commission complaining about violations of Title VII;

d. Participating in the investigation of her EEOC complaint by meeting with the EEOC's investigators;

e. Reaching out to IKEA by and through her counsel to register her good faith belief that she was being treated differently due to her sex and/or age; and

f. Continuing to reach out by and through her counsel to the EEOC to seek the further investigation into her initial charge of discrimination.

221. Not only has Gorbeck had a good faith belief of IKEA's discriminatory conduct, but Gorbeck believes and therefore avers that IKEA's own subsequent internal and/or external studies have confirmed Gorbeck's concerns.

222. Such retaliation included, but was not limited to:

a. Ostracizing Gorbeck from her coworkers;

b. Leaking the information to her coworkers that Gorbeck had secured counsel and was prosecuting a claim against IKEA for employment discrimination;

c. Removing responsibilities from Gorbeck which she had traditionally held;

d. Threatening to discipline on false grounds;

e. Confiscating Gorbeck's desk;

f. Preventing Gorbeck from every effort she made to find a different position at IKEA;

g. *Twice* firing Gorbeck alleging that her position had been eliminated, but reposting the exact same position on both occasions and precluding Gorbeck from applying.

223. All of the preceding actions by IKEA were because of Gorbeck's having opposed IKEA's unlawful practices and participated in the investigation of her complaints about those unlawful practices.

224. There was a causal connection between the protected activity of Gorbeck and the adverse employment actions taken by IKEA.

225. Such retaliation violates Title VII anti-retaliation provisions.

226. Gorbeck suffered money damages as a result of IKEA's retaliation, including loss of income, medical benefits, equity grants, retirement benefits, as well as humiliation and other unliquidated damages to which she is legally entitled.

### **COUNT VI**

#### **PHRA – Retaliation**

#### *Plaintiff (Individually) v. All Defendants*

227. Gorbeck incorporates all prior paragraphs hereof as if set forth at length below.

228. Gorbeck engaged in the protected conduct of raising concerns of pay equity for women not earning as much as men in equivalent positions;

229. Gorbeck engaged in the protected conduct of raising concerns about a corporate policy of discriminating against older employees;

230. Gorbeck engaged in the protected conduct of opposing such practices when she retained counsel and instructed counsel to reach out to IKEA to raise these issues.

231. Not only has Gorbeck had a good faith belief of IKEA's discriminatory conduct, but Gorbeck believes and therefore avers that IKEA's own subsequent internal and/or external studies have confirmed Gorbeck's concerns.

232. As a result of raising these concerns, Gorbeck's position was "eliminated."

233. As a result of raising these concerns, Gorbeck was passed over for promotion(s).

234. As a result of raising these concerns Gorbeck was not hired for positions for which she was well qualified.

235. As a result of raising these concerns, Gorbeck was ultimately forced to accept a position at a lesser pay with a significantly greater commute and reduced earnings potential, effectively constituting a demotion.

236. There are no legitimate business explanations for the elimination of Gorbeck's position and/or the refusal to hire her for other positions and/or promote her or her demotion and that any explanations proffered are pretextual.

237. There was a causal connection between the protected activity of Gorbeck and the adverse employment actions taken by IKEA.

238. IKEA's retaliatory conduct towards Gorbeck violates the PHRA.

**COUNT VII**

PHRA – Aiding and Abetting  
*Plaintiff v. Olson and DeChamps*  
*Individual and Collective Action*

239. Gorbeck incorporates all prior paragraphs hereof as if set forth at length below.

240. The PHRA provides that it is an unlawful practice “For any person . . . to aid, abet, incite, compel or coerce the doing of any act declared by this section to be an unlawful discriminatory practice, or to obstruct or prevent any person from complying with the provisions of this act . . . or to attempt, directly or indirectly, to commit any act declared by this section to be an unlawful discriminatory practice.” 43 Pa. Stat. §§955(e).

241. Olson and DeChamps have cooperated in the promulgation, dissemination, enforcement and application of all of IKEA's discriminatory policies including, but not limited to, “Organizing for Growth” and thereby facilitated IKEA's systematic violation of the PHRA.

242. As such, Olson and DeChamps are liable to all persons who qualify under the collective action allegations of Counts I through IV, inclusive hereof, and Gorbeck brings the within action on her own behalf and on behalf of those coworkers who have been similarly situation and affected.

243. Olson's conduct which aided and abetted IKEA's violations of the PHRA includes, but is not limited to the following:

- a. Olson disregarded Gorbeck's repeated warnings about pay equity violations;
- b. As Acting CEO of IKEA, Olson institutionalized unlawful discriminatory practices with respect to the age and sex of workers;
- c. Olson permitted the retaliation against Gorbeck, especially after specific allegations were brought to his attention by Gorbeck's counsel in 2015, months before Gorbeck's demotion or her having filed a formal administrative charge; and
- d. Olson failed to ensure that Gorbeck was hired for positions to which she applied for which she was well-qualified, instead of lesser qualified candidates who were under the age of 40.

244. DeChamps' conduct which aided and abetted IKEA's violations of the PHRA includes, but is not limited to the following:

- a. DeChamps disregarded Gorbeck's repeated warnings about pay equity violations;
- b. DeChamps designated certain positions for "younger" employees;
- c. DeChamps discouraged Gorbeck from applying to positions for which DeChamps was predisposed to hire employees under age 40;
- d. DeChamps personally singled out Gorbeck for retaliatory treatment after learning that she had retained counsel and was opposing IKEA's discriminatory conduct;
- e. DeChamps breached the confidentiality of human resources investigations by letting it be known that Gorbeck had secured counsel; and
- f. DeChamps issued deliberately contradictory instructions to Gorbeck to punish Gorbeck for registering her good faith belief of unlawful practices by IKEA.

245. Olson's and DeChamps actions aided and abetted IKEA in facilitating its unlawful bias against Gorbeck and others similarly situated based upon their gender and/or their age (over 40), in violation of the PHRA, subjecting each to individual liability.

246. IKEA should be compelled to notify all affected coworkers as identified above of their option to elect to join in with within claims.

**COUNT VIII**

Violation of the Equal Pay Act

*Plaintiff v. IKEA*

*Collective Action*

247. Gorbeck incorporates all prior paragraphs as though fully set forth herein.

248. At all times material to this Civil Action Complaint IKEA has consistently paid female employees less than men in comparable positions performing substantially equal work under substantially equal working conditions, as was discovered and reported by Gorbeck.

249. At all times material to this Civil Action Complaint, female employees have consistently received smaller pay increases than men in comparable positions performing substantially equal work under substantially equal working conditions.

250. These disparities in pay are not attributable to:

- (a) any seniority system;
- (b) any merit pay system;
- (c) any system which measures earnings by quantity or quality of production;

or

- (d) any differential based upon a factor other than sex (female).

251. This institutionalized disparity between pay and pay increases for women violates the Equal Pay Act.

252. Gorbeck brings the within claim for violation of the Equal Pay Act on her own behalf, as the individual reporting such pay equity violations, and on behalf of those similarly situated such as:

a. Women management and salaried coworkers who were paid a lesser rate of pay than male employees holding substantially similar positions in IKEA's Service Office facility in Conshohocken, Pennsylvania;

b. Women management and salaried coworkers in various IKEA divisions such as the Distribution Division in which Gorbeck worked who were paid a lesser rate of pay than male employees holding substantially similar positions in IKEA's various other divisions;

c. Women management and salaried coworkers who were in Volume B stores and paid at a lesser rate than male employees holding substantially similar positions in IKEA's other Volume B stores; and

d. Women management and salaried coworkers who were in IKEA's other divisions and subsidiaries who were paid at a lesser rate than male employees holding substantially similar positions in IKEA's other retail stores.

253. IKEA's violation of the Equal Pay Act has been willful, entitling Gorbeck and similarly situated employees identified above to back pay and liquidated damages running from not later than June 25, 2012, that is, 3 years prior to Gorbeck's initial filing with the EEOC raising IKEA's EPA violations.

254. IKEA should be compelled to notify all affected coworkers as identified above of their option to elect to join in with within claims.

**COUNT IX**

Equal Pay Act – Retaliation  
*Plaintiff (Individually) v. IKEA*

255. Gorbeck incorporates all prior paragraphs as though fully set forth herein.

256. Gorbeck’s initial complaint of gender-based discrimination in pay was registered directly with Olson, the CFO and Acting CEO of IKEA in early 2014 which constituted “protected conduct” as defined in the Equal Pay Act. (See paragraph 38 above and thereafter).

257. Gorbeck’s further complaint of retaliation in by and through counsel in April of 2014 also constituted “protected conduct” as defined in the Equal Pay Act. (See paragraph 72 above and thereafter).

258. Gorbeck’s filing of a charge of discrimination with the EEOC on June 25, 2015 also constituted “protected conduct” as defined in the Equal Pay Act.

259. Gorbeck was even punished by IKEA and especially DeChamps for having the temerity to seek legal counsel to redress her concerns, before she even filed a formal administrative charge of discrimination.

260. Gorbeck has also been repeatedly punished with smaller pay increases and pay rates which are not commensurate with pay levels for male employees and employees who have not engaged in any protected activity, let alone three prior complaints, in violation of the anti-retaliation provisions of the Equal Pay Act.

261. IKEA has subjected Gorbeck to materially adverse employment actions as punishment for her opposition and other protected conduct under the Equal Pay Act.

262. IKEA has terminated Gorbeck’s employment as punishment for her opposition and other protected conduct under the Equal Pay Act.

263. Gorbeck’s complaints have also opposed IKEA’s discriminatory practice of paying other female employees less than male employees in equivalent positions and IKEA has punished Gorbeck with, inter alia, smaller pay increases and lower pay rates which are not

commensurate with pay levels for male employees or employees who have not opposed violations of the Equal Pay Act, in further violation of the anti-retaliation provisions of the Equal Pay Act.

**COUNT X**

Family and Medical Leave Act – Retaliation  
*Plaintiff (Individually) v. IKEA*

264. Gorbeck incorporates all prior paragraphs as though fully set forth herein.

265. Gorbeck was qualified for Family and Medical Leave due to a serious health condition which impaired one or more activity of daily living.

266. At some point, Gorbeck was able to return to perform the essential functions of her job and return to work provided she was afforded intermittent Family and Medical Leave to receive appropriate therapy, or for periods when the condition was more symptomatic.

267. The approval of Gorbeck's intermittent leave is attached hereto as Exhibit O.

268. IKEA took adverse action against Gorbeck by terminating her, and such termination was motivated, at least in part, by Gorbeck's having taken authorized intermittent FML.

269. Other individuals who did not take intermittent FML were not terminated, nor were such individuals precluded from re-applying for their own jobs once they were reposted.

270. IKEA's termination of Gorbeck's employment violated the anti-retaliation provisions of the Family and Medical Leave Act.

271. Gorbeck has suffered money damages in that she has lost back pay, front pay, medical benefits, retirement benefits, bonuses and equity awards as a result of the unlawful retaliation under the FMLA.

**PRAYER FOR RELIEF**

WHEREFORE, Gorbeck, for herself and on behalf of other female employees and workers over 40 of IKEA who are and have been similarly situated since 2015, respectfully requests that this Court enter a judgment in her and their favor and against Defendant as follows:

- A. Damages in excess of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000);
- B. Actual damages;
- C. Consequential damages;
- D. Reinstatement of Gorbeck's Lifetime Co-Worker Discount;
- E. All damages available pursuant to 42 U.S.C. §2000e et sequitur and 43 Pa. Cons. Stat. §954 et sequitur;
- F. All damages available pursuant to the Pennsylvania Human Relations Act;
- G. All damages available pursuant to the Equal Pay Act;
- H. A Declaratory Judgment that the Defendants have violated Title VII of the Civil Rights Act, as amended and compelling the Defendants to immediately pay Gorbeck and all other female employees of IKEA the same amounts as their male counterparts, and further equalizing pay increases for female employees effective immediately;
- I. A Declaratory Judgment that the Defendants have violated the PHRA and compelling the Defendants to immediately pay Gorbeck and all other female employees of IKEA the same amounts as their male counterparts, and further equalizing pay increases for female employees effective immediately;
- J. A Declaratory Judgment that the Defendants have violated the Equal Pay Act, as amended and compelling the Defendants to immediately pay Gorbeck and all other female employees of IKEA the same amounts as their male counterparts,

and further equalizing pay increases for female employees effective immediately;

K. A Declaratory Judgment that the Defendants have violated the ADEA and compelling the Defendants to cease and desist from the implementation of age-bias policies and succession plans including, but not limited to “Organizing for Growth” and compelling the immediate reinstatement of all Older Coworkers terminated under and pursuant to such policies;

L. Punitive damages as allowable by law;

M. Reasonable attorneys’ fees;

N. Costs of this action;

O. Damages for delay as allowable by law pursuant to Pennsylvania Rule of Civil Procedure number 238, as amended; and

P. For such other and further relief as this Honorable Court deems just and appropriate, including, but not limited to an adjustment of any money damages to compensate for the tax consequences of any verdict rendered hereunder.

Q. A trial by jury is hereby demanded by Gorbeck.



---

HAROLD M. GOLDNER  
PA Attorney No. 32367  
Kraut Harris, P.C.  
5 Valley Square, Suite 120  
Blue Bell, PA 19422  
(215) 542-4900  
Fax: (215) 542-0199  
hgoldner@krautharris.com