STEVEN M. CHIZEN, State Bar No. 329160
CHIZEN LAW, PROFESSIONAL CORPORATION
5111 Telegraph Avenue, Suite 301
Oakland, CA 94609
Telephone: (510) 545-9556
Email: steven.chizen@chizenlaw.com

Attorney for Plaintiff Gioia Tornaghi

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

GIOIA TORNAGHI,

Plaintiff,

v.

RELATIONSHIP ONE, LLC; and **DOES** 1 through 20, inclusive,

Defendants.

CASE NO.: 24CV099455

Unlimited Jurisdiction

COMPLAINT FOR:

1) **CFRA RETALIATION**
2) **CFRA INTERFERENCE**
3) **FEHA DISCRIMINATION**
4) **FAILURE TO PREVENT DISCRIMINATION AND RETALIATION**
5) **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

JURY TRIAL DEMANDED

Plaintiff **GIOIA TORNAGHI** brings this action, by and through counsel, for damages against Defendant **RELATIONSHIP ONE, LLC**, and **DOES** 1 through 20, inclusive (collectively, "Relationship One" or "Defendants"), and each of them. Plaintiff hereby complains of Defendants, and/or each of them, named hereinabove as follows:

JURISDICTION AND VENUE

1. Jurisdiction is proper because Ms. Tornaghi worked for Relationship One in the State of California, County of Alameda, and Defendants committed all unlawful conduct, including the wrongful termination, in the State of California, County of Alameda. Significant relief is being sought against Defendants whose violations of California employment laws form a significant basis for Ms. Tornaghi's claims.

2. Venue is proper because Ms. Tornaghi primarily performed work for Defendants in the County of Alameda and a substantial portion of the transactions and occurrences related to this action occurred in this County, including, without limitation, the wrongful discharge of Ms. Tornaghi. Civ. Proc. Code § 395. Had the unlawful conduct, including the wrongful termination, not occurred, Ms. Tornaghi would still be working for Relationship One in the County of Alameda.

3. Prior to the filing of this action, Ms. Tornaghi exhausted her administrative remedies. She filed her complaint with the California Civil Rights Department ("CRD") alleging that the acts of Defendants constituted multiple violations of California's Fair Employment and Housing Act ("FEHA") and California's Family Rights Act ("CFRA"), among other things, and obtained a "right to sue" letter from CRD against Defendants on or around November 12, 2024. She subsequently brought this action on a timely basis.

PARTIES

4. Plaintiff **GIOIA TORNAGHI** is a natural person who at all times relevant to this claim was employed in Alameda County.

5. Ms. Tornaghi is informed and believes, and thereon alleges, that Defendant **RELATIONSHIP ONE, LLC** (Relationship One) is, and at all times relevant to this claim,

was, a Minnesota limited liability company with its registered principal address of 333 Washington Avenue N., Suite 300, Minneapolis, MN 55401.

6. Ms. Tornaghi is informed and believes that Relationship One does business in California, including by, among other things, hiring Ms. Tornaghi in California.

7. Relationship One helps organizations modernize their marketing through technology, strategy and data based solutions.

8. The true names and capacities, whether individual, corporate, associate or otherwise of Defendants DOES 1 through DOES 20, inclusive, are unknown to Ms. Tornaghi who therefore sues said Defendants by such fictious names pursuant to Code of Civil Procedure section 474. Ms. Tornaghi further alleges that each of said fictitious Defendants are in some manner responsible for the acts and occurrences hereinafter set forth. Ms. Tornaghi will amend this Complaint to show their true names and capacities when the same are ascertained, as well as the manner in which each fictitious Defendant is responsible.

FACTS

9. Ms. Tornaghi was hired by Relationship One in or around March 2018 as an Account Manager in the sales group.

10. Ms. Tornaghi was based in Alameda County, California and preformed the vast majority of her work for Relationship One there.

11. Ms. Tornaghi has 11 years of demonstrated success selling consulting services and/or cloud-based products.

12. At Relationship One, Ms. Tornaghi excelled in her role and was a very valuable asset.

13. For example, in Fiscal Year 2023, Ms. Tornaghi was tasked with a quota increased by 30% from Fiscal Year 2022 and was the second highest sales performer.

14. No other sales manager or director was terminated despite having lower attainment numbers.

15. Ms. Tornaghi was the only female on the sales team, had the second longest tenure of the sales team, and over her six years built very strong relationships with her superiors, sales teammates, customers, and cross functional team members.

16. Ms. Tornaghi would frequently receive accolades for her dedication and hard work from the CEO, other team members, and partners/customers.

17. Ms. Tornaghi never received any feedback specifically or indirectly that would indicate a failure to perform or would warrant a negative performance review. She was routinely praised and recognized as a model for others.

18. Notwithstanding, Relationship One's CEO Ron Corbisier and COO and HR representative Tim Soulen held Ms. Tornaghi back based on her female sex/gender.

19. In particular, Mr. Corbisier kept Ms. Tornaghi in the small and medium sized business sector of the market even though she was more qualified than male counterparts who received bigger companies and larger quotas to pursue.

20. Relationship One held Ms. Tornaghi back because she was female and because she might become a mother and, because of these immutable characteristics, Relationship One did not think Ms. Tornaghi could handle the bigger numbers as well as her male counterparts.

21. In the second half of 2023, Ms. Tornaghi was delighted to learn that she would be expecting a newborn baby in May 2024.

22. At approximately six weeks pregnant, around September 15, 2023, Ms. Tornaghi notified her direct manager, Mr. Corbisier, of the news.

23. Shortly thereafter, on or about November 17, 2023, Ms. Tornaghi emailed Mr. Soulen to inform him of her pregnancy and to set up a meeting to go over Relationship One's Maternity Leave Policy.

24. On or about December 4, 2023, Ms. Tornaghi and Mr. Soulen met for a follow-up meeting to go over her individual Maternity Leave Plan, which included taking around five or six months of protected leave (10-12 weeks of disability, and up to 12 weeks of California Family Rights Act family bonding).

25. Ms. Tornaghi was afraid and anxious about taking her full, entitled leave due to the sales culture and expectations set by the Company.

26. Ms. Tornaghi and her teammates would have regular bi-weekly 1:1s with their direct manager, Mr. Corbisier. In none of these regular meetings was a leave coverage plan discussed with Ms. Tornaghi, and she was left feeling uneasy of Mr. Corbisier's intentions.

27. On or about December 19, 2023, there was an all-hands company presentation with sales growth targets for the next three years.

28. The sales growth target reports detailed that Relationship One planned to have *four full time sales employees* to hit the target.

29. There were currently four full time sales employees—including Ms. Tornaghi—indicating that Relationship One had the optimum number of sales representatives according to its own plan.

30. This detail was confirmed in a written transcript of the meeting and on a PowerPoint slide from the meeting.

31. Nonetheless, just a couple weeks later, on or about January 9, 2024, Relationship One terminated Ms. Tornaghi under the guise of her position being eliminated.

32. Ms. Tornaghi was the second highest performer and had the second longest tenure of the sales representatives (six years).

33. Relationship One viewed taking a full maternity leave plus additional disability leave as a burden to the Company's bottom line and 2024 sales objectives.

34. In fact, there was one former employee from the sales team that only took three weeks of maternity leave due to the fear of losing her job if she took more.

35. There was a clear motive and intent for removing Ms. Tornaghi and hiring someone else—Relationship One did not want to lose one of its only four sales people to five months of leave in 2024, a year that was supposed to be so important to the Company's revenue growth.

36. Relationship One therefore fired Ms. Tornaghi.

37. Relationship One discriminated against Ms. Tornaghi based on her female sex, *i.e.* for being pregnant, and retaliated against her for requesting her protected leave to bond with her newborn and take pregnancy related disability.

38. When Ms. Tornaghi inquired about the termination, Mr. Corbisier condescendingly told her that "she would not understand." He refused to explain the reason she was terminated.

39. The lack of respect and decency to explain to Ms. Tornaghi the justification for her termination furthered after termination, when Mr. Soulen alluded to business turmoil.

40. These justifications are mere pretext.

41. Relationship One put out a job posting to hire for a role with the *exact same job responsibilities and qualifications* as Ms. Tornaghi's former job just a few weeks after the Company terminated her employment.

42. Ms. Tornaghi has never had a negative performance review.

43. Ms. Tornaghi was the second highest performer this last year, 2023.

44. Ms. Tornaghi was the second longest tenured employee on the sales team with six years of service to the Company.

45. Ms. Tornaghi was the only female on the sales team.

46. Contrary to the elimination of position rationale, Relationship One posted a replacement position with her exact same job responsibilities and qualifications, weeks later.

47. Put simply, Relationship One did not want one of its four sales representatives—even such a capable one—to miss four or five months during the pivotal sales year of 2024.

48. Relationship One's senior leadership repeatedly fostered an environment where microaggressions based on gender were accepted.

49. Even if there was a legitimate elimination of position—which there was not—Ms. Tornaghi would not have been the sales representative to let go based on quota attainment, effort, or any other metric.

50. Mr. Corbisier did not take Ms. Tornaghi and other female sales employees as seriously as the men on the team because of their female gender, even though Ms. Tornaghi was routinely performing at a higher level.

51. Ms. Tornaghi's three sales team peers were all stunned to hear the news of her termination. One even shared that they were not given any reason for her termination and were "shocked" by the decision.

52. Ms. Tornaghi was left unemployed. Even worse, she suffered significant emotional distress and economic hardship due to the sudden wrongful termination so close to giving birth to her newborn.

FIRST CAUSE OF ACTION

CFRA Retaliation

(Against all Defendants)

53. Ms. Tornaghi re-alleges and incorporates by reference each and every allegation set forth above and below.

54. Ms. Toranghi was an employee of Relationship One.

55. Ms. Tornaghi was eligible for and met all qualifications to take protected family care leave to care for her newborn and disability leave related to her pregnancy.

56. Ms. Tornaghi had been employed for 12 months and had worked at least 1,250 hours in the prior 12 months before the scheduled leave.

57. Relationship One has at least five employees.

58. Ms. Tornaghi requested protected leave to care for and bond with her newborn, and for her disability related to her pregnancy.

59. Ms. Tornaghi was discharged and retaliated against for requesting to take protected leave to care for her newborn and for her disability related to her pregnancy.

60. Ms. Tornaghi's request for protected leave was a substantial motivating reason for the discharge.

61. Ms. Tornaghi was harmed.

62. Relationship One's retaliatory conduct was a substantial factor in causing Ms. Tornaghi's harm.

63. As a direct result of the unlawful employment practices of Defendants as alleged hereinabove, Ms. Tornaghi has suffered damages including, without limitation, lost income, compensation and benefits, physical injuries, physical distress, emotional distress, pain and suffering, depression, anxiety, humiliation, and loss of reputation and other injuries in an amount to be proven at trial.

64. Defendants' actions were fraudulent, malicious and oppressive, because, among other things, the conduct was carried out and ratified by Relationship One's CEO and COO with zero regard for Ms. Tornaghi's emotional and/or physical safety or legal rights. Thus, Ms. Tornaghi is entitled to recover punitive damages from Defendants, and each of them.

SECOND CAUSE OF ACTION

CFRA Interference

(Against all Defendants)

65. Ms. Tornaghi re-alleges and incorporates by reference each and every allegation set forth above and below.

66. Ms. Toranghi was an employee of Relationship One.

67. Ms. Tornaghi was eligible for and met all qualifications to take protected family care leave to care for her newborn and disability leave for her disability related to her pregnancy.

68. Ms. Tornaghi had been employed for 12 months and had worked at least 1,250 hours in the prior 12 months before the scheduled leave.

69. Relationship One has at least five employees.

70. Ms. Tornaghi requested protected leave to care for and bond with her newborn, and for her disability related to her pregnancy.

71. Ms. Tornaghi provided reasonable notice (greater than 30 days) to Relationship One of her need for protecfted leave, including its expected timing and length.

72. Relationship One interfered with protected leave by, instead of fully granting such leave, terminating Ms. Tornaghi's employment.

73. Ms. Tornaghi was harmed.

74. Relationship One's interference with Ms. Tornaghi's protected leave was a substantial factor in causing Ms. Toranghi's harm.

75. As a direct result of the unlawful employment practices of Defendants as alleged hereinabove, Ms. Tornaghi has suffered damages including, without limitation, lost income, compensation and benefits, physical injuries, physical distress, emotional distress, pain and suffering, depression, anxiety, humiliation, and loss of reputation and other injuries in an amount to be proven at trial.

76. Defendants' actions were fraudulent, malicious and oppressive, because, among other things, the conduct was carried out and ratified by Relationship One's CEO and COO with zero regard for Ms. Tornaghi's emotional and/or physical safety or legal rights. Thus, Ms. Tornaghi is entitled to recover punitive damages from Defendants, and each of them.

THIRD CAUSE OF ACTION

FEHA Discrimination

(Against all Defendants)

77. Ms. Tornaghi re-alleges and incorporates by reference each and every allegation set forth above and below.

78. Ms. Tornaghi was an employee of Relationship One.

79. FEHA prohibits discrimination based on sex/gender. Gov. Code § 12940(a).

80. Ms. Tornaghi is a female.

81. As more fully set forth above, Defendants discriminated against Ms. Tornaghi based on her female sex/gender when they held her back from sales opportunities and terminated her employment because of her female sex/gender.

82. Ms. Tornaghi was therefore subjected to an adverse employment action because of and/or substantially motivated by her female sex/gender.

83. Defendants, including Relationship One, are employers within the meaning of FEHA.

84. Ms. Tornaghi was harmed.

85. The discrimination was a substantial factor in causing Ms. Tornaghi's harm.

86. As a direct result of the unlawful employment practices of Defendants as alleged hereinabove, Ms. Tornaghi has suffered damages including, without limitation, lost income, compensation and benefits, physical injuries, physical distress, emotional distress, pain and suffering, depression, anxiety, humiliation, and loss of reputation and other injuries in an amount to be proven at trial.

87. Defendants' actions were fraudulent, malicious and oppressive, because, among other things, the conduct was carried out and ratified by Relationship One's CEO and COO with zero regard for Ms. Tornaghi's emotional and/or physical safety or legal rights. Thus, Ms. Tornaghi is entitled to recover punitive damages from Defendants, and each of them.

FOURTH CAUSE OF ACTION

Failure to Prevent Discrimination and Retaliation

(Against all Defendants)

88. Ms. Tornaghi re-alleges and incorporates by reference each and every allegation set forth above and below.

89. Ms. Tornaghi was an employee of Relationship ONe.

90. Defendants, including Relationship One, are employers within the meaning of FEHA and the CFRA.

91. FEHA provides in pertinent part that employers must take all reasonable steps to prevent discrimination and retaliation. Gov. Code § 12940(k).

92. The actions and conduct of Defendants, as alleged hereinabove, constitute failure to prevent discrimination and retaliation, in violation of FEHA.

93. For example, Defendants failed to prevent its CEO and COO from treating Ms. Tornaghi differently, and worse, than her male counter parts.

94. Defendants failed to prevent its CEO and COO from retaliating against Ms. Tornaghi for requesting protected leave.

95. Defendants failed to prevent its CEO and COO from discriminating against Ms. Tornaghi based on her female gender and motherhood status.

96. Defendants had inadequate policies and procedures in place to prevent discrimination and retaliation, and stop discrimination and retaliation.

97. Senior Relationship One leaders (CEO, COO) were aware of discrimination and retaliation, but carried it out anyways without taking any corrective actions.

98. There were inadequate remedial actions.

99. Ms. Tornaghi was harmed.

100. The failure to prevent discrimination and retaliation was a substantial factor in causing Ms. Tornaghi's harm.

101. As a direct result of the unlawful employment practices of Defendants as alleged hereinabove, Ms. Tornaghi has suffered damages including, without limitation, lost income, compensation and benefits, physical injuries, physical distress, emotional distress, pain and suffering, depression, anxiety, humiliation, and loss of reputation and other injuries in an amount to be proven at trial.

102. Defendants' actions were fraudulent, malicious and oppressive, because, among other things, the conduct was carried out and ratified by Relationship One's CEO and COO with zero regard for Ms. Tornaghi's emotional and/or physical safety or legal rights. Thus, Ms. Tornaghi is entitled to recover punitive damages from Defendants, and each of them.

FIFTH CAUSE OF ACTION

Wrongful Termination in Violation of Public Policy

(Against all Defendants)

103. Ms. Tornaghi re-alleges and incorporates by reference each and every allegation set forth above and below.

104. It is an unlawful employment practice and violation of public policy to discharge an employee in retaliation for requesting CFRA leave.

105. It is also an unlawful employment practice and violation of public policy to discharge an employee based on her female gender and motherhood.

106. Relationship One terminated Ms. Tornaghi in retaliation for requesting CFRA leave and based on her female gender and motherhood.

107. Ms. Tornaghi was harmed.

108. The wrongful termination was a substantial factor in causing Ms. Toranghi harm.

109. As a direct result of the unlawful employment practices of Defendants as alleged hereinabove, Ms. Tornaghi has suffered damages including, without limitation, lost income, compensation and benefits, physical injuries, physical distress, emotional distress, pain and suffering, depression, anxiety, humiliation, and loss of reputation and other injuries in an amount to be proven at trial.

110. Defendants' actions were fraudulent, malicious and oppressive, because, among other things, the conduct was carried out and ratified by Relationship One's CEO and COO with zero regard for Ms. Tornaghi's emotional and/or physical safety or legal rights. Thus, Ms. Tornaghi is entitled to recover punitive damages from Defendants, and each of them.

PRAYER FOR RELIEF

WHEREFORE, Ms. Tornaghi prays that this Court enter judgment in her favor on every claim and relief against Defendants and each of them, as follows:

1. For compensatory damages;
2. For punitive damages;
3. For pre-judgment and post-judgment interest, at the legal rate;
4. For attorney's fees and costs;
5. For applicable penalties;
6. For costs of suit;

7. For declaratory relief; and

8. For all such other and further relief as the court may deem just, proper and equitable.

Dated: November 13, 2024

Chizen Law, Professional Corporation

/s/ Steven Chizen
Steven Chizen

Attorney for Plaintiff Gioia Tornaghi

JURY DEMAND

PLAINTIFF GIOIA TORNAGHI demands trial by jury on all issues so triable.

Dated: November 13, 2024

Chizen Law, Professional Corporation

/s/ Steven Chizen
Steven Chizen

Attorney for Plaintiff Gioia Tornaghi