CODOSSIER
5 NOVEMBER 2026
REF **LS-20261105-65041E**

Employee-Side Employment Intake: MS, FMLA, Medicare Billing Complaint, RIF and Qui Tam Risk

Employee-Side Employment Law · counsel-led intake · 51 turns · 186 nodes analysed · your edited tree

As of 2026-11-04, the case timeline's date (when the conversation happened, as the record establishes it). A soft clock is running: Another relator files first or public disclosure occurs.

MERIT	CONFIDENCE	URGENCY	ROUTE
Low · 23	Moderate · 42 %	Now	Decline or refer
value-weighted likelihood of the claims	1 of 24 key facts documented	21 day(s) to the nearest running clock	with one urgent step (Next Moves A1)

1 · REALITY CHECK — WHAT WAS ASKED, WHAT IS LIKELY

QUESTION · WHAT THE PARTY EXPECTED	LIKELY ANSWER	SEE
By Friday: sign, counter, or walk and file? *Expected: Not signing; deadline dead as a lever*	**Qualified:** Do not sign; counter only after FCA counsel is in; file EEOC charge by 2026-11-25 regardless.	→ **I3** T3 …
Did the other ten RIF employees get the same paperwork?	Unknown. OWBPA group disclosures or discovery establish it; 'same paperwork' rests on an assistant inference.	→ **I3** T11 …
What is her exposure before the documents are used?	Civil exposure is limited under Quinlan; criminal and HIPAA risk remains for PHI held outside counsel's route.	→ **I2** T43 …

The conversation to avoid: Any figure for the qui tam share or the settlement. Billing loss, first-to-file status and her pay are unknown, and a number given now anchors her expectations against the counter.

2 · THE ISSUES THAT DECIDE IT

I1 Which federal charge deadline actually comes first **SETTLED** 42 U.S.C. §12117(a); 42 U.S.C. §2000e-5(e)(1); 18 U.S.C. §1514A(b)(2)(D) → **A2 · A5**
At stake: Missing 2026-11-25 loses the ADA claim on the PIP; the SOX date precedes 2026-12-09 if notice predated June 12.
Likely: 2026-11-25 (c1) is the first federal date. SOX runs from notice of the decision, which is undated, so 2026-12-09 is a ceiling. Counsel's and the tree's 'December 9 shortest' premise is wrong. *Resolves it:* Delivery dates of the RIF notice and the agreement, from her email. T35 · T43 · T44 · F:f49 · TL:k15 …

I2 Protecting the qui tam and containing PHI exposure **MAJORITY** 31 U.S.C. §3730(b)(5), (e)(4); 45 C.F.R. §164.502(j)(1); State v. Saavedra, 222 N.J. 39 (2015); U.S. ex rel. Radcliffe v. Purdue Pharma, 600 F.3d 319 (4th Cir. 2010) → **A4 · D1 · D3**
At stake: The relator share is the unsized swing value. First-to-file or public disclosure zeroes it. PHI handling invites a counterclaim and prosecution risk.
Likely: Viable if sequenced: FCA counsel must file or disclose before any OSHA complaint names billing. Release reach is unverified in the Third Circuit. PHI held in personal accounts is unprotected. *Resolves it:* FCA counsel's first-to-file search and billing-loss estimate. T43 · T45 · T47 · T49 · T51 …

I3 Whether any offer is open and what Friday decides **SETTLED** 29 U.S.C. §626(f)(1)(F)-(H); Oubre v. Entergy Operations, 522 U.S. 422 (1998) → **A1**
At stake: Decides whether Friday is a real deadline or counsel's own. That drives counter-first versus file-first sequencing.
Likely: September 4 is past; TL:k22's 2027 date is an engine error. Friday is counsel's date, not the company's. The OWBPA defect voids only the age waiver; the rest would bind. *Resolves it:* Company counsel correspondence after the September 4 extension. T3 · T41 · T42 · T49 · F:f04 …

I4 Where each claim is heard and under which statute **CONTESTED** Atalese v. U.S. Legal Servs. Grp., 219 N.J. 430 (2014); Skuse v. Pfizer, 244 N.J. 30 (2020); Rodriguez v. Raymours, 225 N.J. 343 (2016); 18 U.S.C. §1514A(e); N.J.S.A. 34:19-8; N.J.S.A. 10:5-13 → **A6 · D2 · D4**
At stake: NJ court versus Texas JAMS. The 2026-12-12 contractual bar and the CEPA waiver can each forfeit claims if mishandled.
Likely: Formation is for the court. The bundled checkbox is weak under Leodori and Atalese, though Skuse cuts against it. SOX stays in court; MSA-period claims go to New York. *Resolves it:* The HRIS screen text and click record for the 2022 checkbox. T13 · T19 · T21 · T23 · T27 …

I5 What the $1.6M–$2.0M demand is built on **SETTLED** 26 U.S.C. §104(a)(2); 26 U.S.C. §62(a)(20) → **A3**
At stake: Itemized components cover at most 281000 of the 1600000 floor; the balance (x4) is unbuilt.
Likely: It cannot be built now: pay, RSU units, plan forfeiture terms and mitigation are missing. The $281K floor double-counts the June 30 tranche if it sits inside the $180K (x2, x3). *Resolves it:* Payroll, RSU grant statement and plan, bonus plan terms. T5 · T7 · T9 · F:f06 · F:f07 …

Every other finding of the review is folded into these issues.

3 · NEXT MOVES

DO NOW, IN THIS ORDER

A1 Fix from company counsel correspondence whether the offer lapsed, was extended or withdrawn; request OWBPA group disclosures *Counsel · this week.* Friday decision and a2 both rest on it I3

A2 Pin RIF notice and agreement delivery dates from her email; rerun SOX and OWBPA clocks *Both · this week.* SOX trigger is notice, not June 12 I1

A3 Collect payroll, RSU grant and plan, bonus plan, neurologist records, post-termination income and coverage *Both · before advising.* Demand and sickness allocation have no inputs I5

A4 Retain FCA counsel and have them sequence the qui tam filing against the OSHA complaint *Counsel · 2026-11-18.* First-to-file risk; OSHA filing may disclose billing I2

A5 File EEOC charge covering PIP, accommodation and termination; omit billing material; no DCR filing *Counsel · 2026-11-25.* Last day for the ADA charge on the PIP I1

A6 Get signed tolling of the contractual bar, or file LAD and FMLA counts in NJ court *Counsel · 2026-12-12.* Contractual six-month bar date if the clause is enforced I4

DO NOT

D1 Do not file the OSHA complaint or describe billing to the company before FCA counsel signs off. Public-disclosure and original-source risk to the qui tam. I2

D2 Do not file with DCR or request DCR processing before electing LAD versus CEPA. N.J.S.A. 10:5-13 election can bar the Superior Court LAD action. I4

D3 Do not let the client delete, move, forward or re-sync the forty files. Spoliation, HIPAA exposure and qui tam taint. I2

D4 Do not file or answer a JAMS demand on the merits. Participation risks waiving the formation challenge and the NJ forum. I4

4 · CLOCKS — COUNTED BY CODE FROM THE RECORD'S DATES

CLOCK	STARTS	PERIOD	STATUS · LAST DAY	RULE
COBRA election *(trigger corrected)*	later of loss of coverage or election notice	60 days	**May have passed** · 2026-08-11	29 U.S.C. §1165(a)(1) **SETTLED**
ADA charge on PIP (discrete act)	PIP issued (2026-01-29)	300 days	**Running** · 2026-11-25 (Wed)	42 U.S.C. §12117(a); 42 U.S.C. §2000e-5(e)(1) **SETTLED**
Contractual six-month accrual bar	accrual of each claim (2026-06-12)	6 months	**Running** · 2026-12-12 (Sat) weekend: check roll-forward	arbitration provision (contractual); unenforceable for LAD claims, Rodriguez v. Raymours, 225 N.J. 343 (2016) **MAJORITY**
ADA and ADEA charges on termination	termination/RIF notice (2026-06-12)	300 days	**Running** · 2027-04-08 (Thu)	42 U.S.C. §2000e-5(e)(1); 29 U.S.C. §626(d)(1)(B) **SETTLED**
CEPA action	retaliatory termination (2026-06-12)	1 year	**Running** · 2027-06-12 (Sat) weekend: check roll-forward	N.J.S.A. 34:19-5 **SETTLED**
FMLA actions	last event of violation (PIP; termination) (2026-01-29)	2 years (3 if willful)	**Running** · 2028-01-29 (Sat) weekend: check roll-forward	29 U.S.C. §2617(c) **SETTLED**
LAD claims, PIP and termination	each discrete act (2026-06-12)	2 years	**Running** · 2028-06-12 (Mon)	N.J.S.A. 2A:14-2; Montells v. Haynes, 133 N.J. 282 (1993) **SETTLED**
Consulting-period wage claims (NJ and NY) *(added)*	each unpaid wage accrual to end of engagement (2022-09-15)	6 years	**Running** · 2028-09-15 (Fri)	N.J.S.A. 34:11-56a25.1; N.Y. Lab. Law §198(3) **VERIFY**
FCA retaliation	retaliation (termination) (2026-06-12)	3 years	**Running** · 2029-06-12 (Tue)	31 U.S.C. §3730(h)(3) **SETTLED**
SOX OSHA complaint *(trigger corrected)*	notice of termination decision (date not in record)	180 days	**Running** · 2026-12-09	18 U.S.C. §1514A(b)(2)(D) **SETTLED**
FCA qui tam limitations *(added)*	violation or government knowledge	6 years; 3 years from government knowledge; 10 year cap	**Running**	31 U.S.C. §3731(b) **SETTLED**

Soft clocks (another party can move at any time): Company counsel's separation offer deadline (may have passed); Another relator files first or public disclosure occurs; Employer motion to compel arbitration or standstill refusal; Company discovers document transfer and demands return.

Dormant until their trigger: OWBPA review and revocation periods, 45 days review, 7 days revocation (group) from receipt of agreement (date not in record).

5 · VALUE — WHAT IS AT STAKE, AND AGAINST WHOM

ASSET OR CLAIM	AT STAKE	THE CLAIM	OUTLOOK	EXPECTED	AGAINST
Separation demand: June 30 tranche, forfeited RSUs at current price, clawback struck, 12 months COBRA, reference *swing*	$1.6M–$2.0M	Negotiated settlement priced off retaliation, FMLA interference and LAD claims **VERIFY**	**Unlikely**	$160k–$700k	Employer (Delaware corp, Austin HQ, Nasdaq-listed)
Equity and bonus floor if she signs nothing: unvested RSUs, June 30 tranche, 2025 bonus	$0–$281k	Contract and plan entitlement; forfeiture as retaliatory termination damages **VERIFY**	**Unlikely**	$0–$141k	Employer
2025 bonus clawback *exposure*	$0–$41k	For-cause recovery under the separation agreement or bonus plan **VERIFY**	**Unlikely**	$0–$12k	Employer
Total recoverable	**$1.94M**			**$160k–$841k**	

Not sized on this record: Qui tam relator share on Medicare monitoring-day billing (against United States as real party; Employer pays), the swing, unlikely; Retaliation and discrimination damages: CEPA, LAD, FMLA, SOX, FCA §3730(h), ADA, ADEA (against Employer), even; Client's PHI copies and return-of-property representation (against Employer; potentially DOJ), exposure, unlikely. Missing pieces (7) says what sizes them.

Exposure: $0–$12k expected against the client.

Stated equity and bonus if June 30 tranche is inside the unvested $180K: `rsu_unvested + bonus` = **$221k**

Stated equity and bonus if June 30 tranche is additional: `rsu_unvested + vest + bonus` = **$281k**

Unbuilt portion of demand floor over largest stated components: `demand_low - (rsu_unvested + vest + bonus)` = **$1.32M**

6 · WHO ELSE IS ON THE OTHER SIDE

United States / FCA counsel (not yet retained). Real party in interest in any qui tam; no disclosure, no filing, no relator's counsel to date. *Next:* FCA counsel to be retained within two weeks of T51 and to run first-to-file and public-disclosure searches. T51 · F:f53 · N:5c33778a

Other ten RIF employees. Possibly on the same 21-day paperwork without disclosures; their releases may be equally defective. *Next:* Unknown; potential allies or comparators once paperwork is confirmed. T11 · T42 · F:f45

7 · MISSING PIECES — RANKED BY WHAT THEY MOVE

#	WHAT TO GET	MOVES	STATE
1	First-to-file status; FCA counsel not retained; She has original billing documents: the extract files, threshold logic and an internal memo acknowledging the problem. Counsel is weighing a qui tam under seal; Billing loss amount.	`sizes the swing`: Qui tam relator share on Medicare monitoring-day billing	Claimed · Not asked
2	Bonus clawback.	`$504k · 3 claims`	Claimed
3	RSUs and June 30 vest.	`$499k · 2 claims`	Claimed
4	Base salary.	`$450k · 2 claims`	Not asked
5	The demand is $1,600,000 to $2,000,000 gross. It covers cash for the June 30 tranche plus the forfeited unvested equity at current price, the clawback struck, twelve months of COBRA, and a neutral reference with an agreed departure narrative that doesn't cost her unemployment; Equity unit count and price.	`$450k`	Not asked
6	Rsu plan terms.	`$49k`	Not asked
7	Bonus plan recovery terms.	`$5,125`	Not asked
8	PIP counting FMLA days; Two list versions.	`an unsized claim`: Retaliation and discrimination damages: CEPA, LAD, FMLA, SOX, FCA §3730(h), ADA, ADEA	Claimed
9	PHI in documents; Return-of-property representation.	`an unsized claim`: Client's PHI copies and return-of-property representation	Claimed
10	Offer and deadline; Deadline extended or lapsed; Complaint knowledge chain; Salary and offer dollar amount.	`gates all`	Claimed · Not asked

11 further undocumented fact(s) move no claim's value and gate nothing.

8 · THE RECORD AND THE AUTHORITIES

The file rests on 24 key facts: 1 documented, 18 claimed, 5 not asked.

Documented or corroborated: HR note records FMLA days as attendance events in the tracker the PIP drew from, from a partial voluntary production. (T33).

Read from the governing text in this run: N.Y. Lab. Law §198(3) `SETTLED` (law.justia.com) Six years applies to actions on liabilities imposed by Article 6. The text read does not say when the period starts to run. The Justia 2025 page reproduces the section.

Also relied on, from memory: 31 U.S.C. §3730(d)(1)-(2): 15-25% if the government intervenes, 25-30% if not; 29 U.S.C. §2617; 31 U.S.C. §3730(h); Quinlan v. Curtiss-Wright Corp., 204 N.J. 239 (2010); Rent-A-Center v. Jackson, 561 U.S. 63 (2010); Quinlan v. Curtiss-Wright, 204 N.J. 239 (2010); 45 C.F.R. §164.502(j); 31 U.S.C. §3730(b)(2), (b)(5), (e)(4).

Scores and dates are code's arithmetic on the record and the ranges above, not calibrated against outcomes. Only authorities marked read were read from their text in this run; confirm every other citation before reliance.