

Employment Termination, Equity Forfeiture, and Whistleblower Claims

Filed by —

Client age: 52	June 30 vest tranche value: approximately \$60,000
Company size (employees): approximately 1,400	2025 bonus amount (clawed back): \$41,000
Client tenure (years): approximately 5	Separation agreement offer (weeks of pay): 8
1099 consulting period (months): 14	Separation agreement deadline (first): September 4, 2026
1099 period start date: July 2021	Arbitration agreement governing law (stated): Texas
1099 period end date: September 2022	Arbitration agreement venue: JAMS, Travis County, Texas
1099 monthly retainer: \$14,500	Arbitration agreement arbitrator count: single
1099 minimum weekly hours: 40	Arbitration agreement claim accrual-to-filing window (months): 6
1099 actual average weekly hours: 50–55	Arbitration agreement cost-split (labour filing fee): equal
W-2 conversion date: 2022	Arbitration agreement assent method: checkbox in HRIS portal, bundled with I-9 and direct-deposit forms, no signature block, no opt-out, stated as condition of employment
MS diagnosis date: spring 2025	Arbitration agreement assent date: 2022
Manhattan office closure date: early 2024	MSA governing law: New York
Three-week flare return date: January 2026	MSA exclusive jurisdiction: courts of New York County
Days between flare return and PIP issuance: 9	Outside work request date (October 2021): October 2021
PIP issuance date: January 29, 2026	Year-end review date (2025): January 2026
FMLA accommodation request date: May 2025	VP Slack message date (December 2025): December 2025
FMLA accommodation review duration (weeks): 11	Client work location split during 1099 period (on-site vs. remote): 60/40
FMLA retaliation complaint to HR (date): February 9, 2026	SPAC merger year: 2023
Days into PIP when FMLA complaint made: 11	
RIF selection list draft date (9 names, without client): April 20, 2026	
RIF final list (11 names, with client): May 28, 2026	
Position elimination effective date: May 28, 2026	
Final elimination effective date: June 30, 2026	
June 30 RSU vest date: June 30, 2026	
Days between termination and June 30 vest: 18	
Unvested RSU value (approximate): \$180,000	

Whether the client can secure a negotiated resolution that preserves her claims against the company while addressing the RSU forfeiture, bonus clawback, and agency carve-outs, protects the qui tam track and other RIF members, and establishes the forum and governing law on her terms if litigation becomes necessary.

BUCKET 01 ARBITRATION AND LIMITATIONS THRESHOLD FORUM UNFIXED — three regimes compete BARRIERS

Two contract regimes — the July 2021–September 2022 consulting MSA under New York law and the 2022 clickwrap arbitration agreement under Texas law/JAMS Travis County — compete to govern her claims, and until that threshold is resolved no accrual date, limitations period, or settlement discount can be finally fixed. [Note: July 2021 has already passed as of 2026-08-30 — options contingent on reaching it are already available or moot.]

Leans on — b3: fallback litigation venue feeds the sign/counter/walk decision and settlement leverage

LODE 01 ARBITRATION AND LIMITATIONS THRESHOLD BARRIERS	MIXED — evidence-dependent
Two successive contractual regimes create the forum/limitations threshold. (1) July 2021 onward, a 14-month period as a 1099 consultant through a single-member LLC formed solely for the engagement, \$14,500/month flat retainer.	
CRESTS — leverage	RIFTS — hazards
If the HRIS clickwrap vendor's system logs show the arbitration clause required a separate click or scroll — distinct from the I-9 and direct-deposit forms — before she could finish onboarding in 2022, that is evidence she assented to arbitration specifically.	- System logs prove a click happened but cannot show what she actually saw on screen — font size, placement, whether the arbitration clause stood out from the bundled I-9 and direct-deposit paperwork. - Once the company shows any click occurred, the inquiry often stops there without digging into whether she specifically saw and understood the arbitration clause as distinct from the rest of the bundle.

LODE 02 ACCRUAL AND TOLLING THRESHOLD ACCRUAL UNCERTAIN — no single anchor state

Because the 1099-period MSA (New York law), the 2022 arbitration agreement (Texas law), and New Jersey employment law may each govern different claims, no single accrual date can yet be assumed for the PIP (January 29, 2026), the complaints (February 9 and March 2, 2026), or the termination (June 12, 2026).

CRESTS — leverage	RIFTS — hazards
Full protection requires listing every possible accrual trigger — the January 29, 2026 PIP, the February 9, 2026 complaint, the March 17, 2026 billing report, the June 12, 2026 termination — and confirming with counsel that no tolling or continuing-violation theory is left unexplored.	- New York, New Jersey, and federal law may use different accrual triggers: picking one state's rule first and then hunting for the longest deadline that fits it risks adopting an unproven choice-of-law position, including on whether a New Jersey or Texas limitations period ultimately controls [#945299][#3479c8][#626c69]. - Without deliberately testing a discovery-rule accrual date, the analysis defaults to the January 29, 2026 PIP date or the June 12, 2026 termination date as the only trigger, which may understate the true deadline, and any prospective-only or contra-proferentem reading of the 2022 agreement's temporal reach into the 1099 period is itself unresolved [#6fb6f]. - Whether the September 4, 2026 deadline resumes or is replaced by a new date depends entirely on the wording of any extension now under negotiation, not on fairness — that language must be pinned down before the sign/counter/walk decision. - If the company shortens or cancels any negotiated pause early, the deadline tracker will not auto-update, so the real September 4, 2026 (or later) deadline could arrive unnoticed.

LODE 03 ARBITRATION AGREEMENT UNCONSCIONABILITY UNCONSCIONABILITY — process and terms both

The 2022 checkbox — bundled with I-9 and direct-deposit forms, no signature block, no opt-out, stated as a condition of employment — carries Texas venue, a single JAMS arbitrator, a six-month filing window, and equal cost-splitting above the filing fee, each independently attackable.

CRESTS — leverage	RIFTS — hazards
- Challenge the arbitration clause's own terms (Travis County venue, six-month window, cost-split) specifically, not just the 2022 agreement as a whole, because the delegation clause may otherwise send that fairness question to the arbitrator [#94dc60]. - A trial court's ruling on unconscionability/arbitrability is not final and unreviewable; it remains subject to interlocutory or post-judgment appeal — under 9 U.S.C. - Challenge the delegation clause itself — the provision sending arbitrability to the single Travis County arbitrator — not only the cost-split or class waiver, since unfairness there could collapse the whole structure rather than one get a RIFdc60. - Get a written ruling stating clearly whether an unfair clause survives, or the whole agreement is void — do not accept an ambiguous disposition.	- Whether unfair process (no signature, no opt-out, condition of employment) can offset fair terms, or must independently clear a minimum threshold, depends on which of the three candidate regimes governs — unresolved [#019ee]. - A unconscionability test may examine only whether one clause is unfair without asking whether that clause propped up the entire arbitration mechanism, missing that the cost-split or class waiver may be load-bearing. - Verify whether the arbitration agreement itself contains any Delaware choice-of-law language creating an internal conflict with its stated Texas governing law, rather than assuming such a conflict exists. - The core question—whether prohibitive cost/arbitrator-selection burden alone can defeat arbitrability of a federal wage claim—is not generally unsettled across courts. - Whether the six-month deadline plus cost-splitting operates as an unenforceable practical bar to relief depends on the limitations period and arbitration-cost rules of whichever regime is found to govern, which has not been determined.

LODE 04 FORMATION-DEFECT ATTACK REVIEW GATEWAY QUESTIONS — court or arbitrator decides

Before the 2022 checkbox binds her, three gateway questions must be answered — did she actually assent, did she receive real consideration, and did HR have authority to bind the company — and the delegation clause disputes whether a court or the Travis County arbitrator answers them.

CRESTS — leverage	RIFTS — hazards
- Obtain a written order on any motion to compel arbitration specifically addressing whether she agreed via the HRIS checkbox, whether she received real consideration (continued W-2 employment in 2022), and whether HR had authority to bind the company. - Argue the delegation clause does not clearly and unmistakably send these three gateway questions to the arbitrator, so a court — not the Travis County arbitrator — must decide them first [#94dc60][#c82a9f]. - Obtain a written finding that the JAMS rules were actually accessible to her at the moment she clicked the HRIS checkbox in 2022, rather than assuming general computer sophistication equals actual notice.	- Naming JAMS in the clickwrap doesn't itself prove she saw or understood the six-month window or cost-split; the company still must separately show actual notice. - A clause sending 'disputes' to arbitration is not the same as one clearly delegating arbitrability itself to the arbitrator; the delegation language needs to be tested on its own terms [#94dc60]. - Whether the HR representative who administered the 2022 checkbox had authority to bind the company lives in corporate records and delegation memos, not the clickwrap screen itself; whether an agency or alter-ego theory reaches formation or only enforceability depends on the still-undetermined governing regime [#3929f1]. - Watch for the company arguing she was 'sophisticated' because she used company systems daily as Senior Director and during the 1099 period — that is not proof she actually saw or understood the arbitration terms specifically; note no separate advice-of-counsel prerequisite governs formation of this checkbox under any candidate regime [#725e3b][#09b51a]. - When any ruling on compelling arbitration issues, confirm the writer order states whether she attacked only the clause, the whole 2022 agreement, or separately challenged the delegation clause — and note that even if the whole arbitration agreement fails, which claims are non-arbitrable and where they land is not itself settled [#324b9e]. - Focusing only on why the whole 2022 agreement is unfair without separately challenging the delegation clause leaves the arbitrator's power to decide arbitrability untouched [#94dc60].

BUCKET 02 NEGOTIATED RESOLUTION VALUE AND DEADLINES DEADLINE CASCADE — Sept 4, then Dec 9

The negotiated-resolution track runs against the company's September 4, 2026 'final' deadline on an eight-week effort, toward a \$1.6M–\$2.0M gross target structured around the \$180,000 RSU forfeiture, the \$41,000 clawback, and 12 months of COBRA, with the December 9, 2026 federal clock as the outside backdrop.

Leans on — b1: forum/limitations analysis and the December 9 federal clock inform the settlement number and timeline

Leans on — b2: release terms (deadline, RSU forfeiture, bonus clawback) are the object of the sign/counter/walk decision
Leans on — b3: Vested-Rights Extinguishment and Forfeiture Validity Testing: Settlement negotiation requires whether offered payment legitimately reduce vested equity/bonus baseline before a defensible number can be proposed.
Leans on — b4: Decisional-Unit Disclosure Defect: The RIF's decisional-unit scope and age/retention comparator omission is the structural waiver-validity defect most directly tied to the Causal nexus between protected acts and termination claim architecture and group-termination analysis.
Leans on — Leans on b4 — Qui Tam Award Eligibility Preservation: Preserving government-reporting and agency-charge rights is categorically non-waivable and most load-bearing for the parallel qui tam track's independence from employment-side settlement language.
Leans on — Leans on b2 — Ancillary Clause Architecture Redlining: The ancillary covenants (non-disparagement, confidentiality, cooperation) riding the release each carry independent enforceability risks tied to the Causal nexus between protected acts and termination and whistleblower context.
Leans on — Leans on b2 — Incorporation-by Reference Arbitration Ambush: The 2022 clickwrap arbitration agreement's potential reincorporation by reference into a new release is the load-bearing forum-selection trap that must be detected and defeated at the settlement drafting stage.

LODE 05 DEMAND ANCHOR DEMAND RETALIATION — figure and delivery

The end-of-September demand letter must state a defensible dollar figure reflecting the whole record — not just the RIF story — while protecting privilege and not conceding the September 4, 2026 deadline or the choice of forum.

CRESTS — leverage	RIFTS — hazards
- The demand letter is strongest when the final reviewed version, reflecting the whole record rather than just the RIF story, reaches the company with clear proof of delivery. - Do not anchor the demand's dollar figure to any assumption about the company's size or profitability beyond what the record supports — an unsupported guess gives the company a way to attack credibility. - If the demand figure shifts toward the \$1.6M–\$2.0M target from an earlier working number, explain that shift within the letter itself so the company cannot later use it as a contradiction. - Send the demand directly to the company or its carrier only after it has passed a careful admissions review and carries a clear 'without prejudice' label, since this is the first money conversation. - Before sending the demand, obtain and review the full arbitration agreement and MSA text — do not write the demand blind as to whether Travis County JAMS or New Jersey court is the actual forum in play. - When the demand letter goes out ahead of the December 9, 2026 federal deadline, frame it as a claim-preservation requirement, not as accepting or extending the company's September 4, 2026 deadline; make clear that silence or rejection does not limit what can still be claimed in court.	- Settlement-communication protection typically applies once negotiation has already begun; because this demand letter may be what starts the negotiation, that protection may not fully cover it. - Whether the demand's contents later count as protected settlement communication depends on a later judicial finding that a dispute already existed before it arrived, not something controlled by careful drafting alone. - Naming the \$1.6M–\$2.0M figure before confirming facts like the arbitration agreement's actual scope or the full RIF headset gives the company ammunition to call the number careless if new facts emerge later. - To be verified — the record's own figures do not establish the amount stated here: Damage caps and multipliers don't simply stack across claim types; the \$1.6M–\$2.0M range needs claim-by-claim verification against which legal theory applies to each component. - COBRA notice records, premium amounts, and plan-administrator records come from the plan administrator's own processing of the June 12, 2026 termination, not from what the company told her; delay in producing this data could let the company escape liability for premium costs.

BUCKET 03 QUI TAM WHISTLEBLOWER TRACK PROTECTION SEALED TRACK — release must not touch it

A sealed qui tam filing on the Medicare billing issue reported March 17, 2026 is being weighed separately from the employment settlement, and no release, demand letter, or document use on the employment side may touch it.

Leans on — b2: the billing report is also the Causal nexus between protected acts and termination trigger, and the 12 PHI documents she retained bear on both the release's no-retention representation and potential qui tam evidence

Leans on — Leans on b3 — Vested-Rights Extinguishment and Forfeiture Validity Testing: Settlement negotiation requires whether offered payment legitimately reduce vested equity/bonus baseline before a defensible number can be proposed.
Leans on — Leans on b2 — Decisional-Unit Disclosure Defect: The RIF's decisional-unit scope and age/retention comparator omission is the structural waiver-validity defect most directly tied to the Causal nexus between protected acts and termination claim architecture and group-termination analysis.
Leans on — Leans on b3 — Carve-Out Clause Sufficiency Drafting: Drafting carve-out language that operationally preserves non-waivable rights is essential to producing a defensible settlement agreement that withstands later enforceability challenge.
Leans on — Leans on b3 — Entitlement-Baseline Determination: Reconstructing the true entitlement baseline (vested RSUs, bonus, accrued benefits) is the foundation for determining whether the offered settlement number is defensible and adequate.
Leans on — Leans on b3 — Physical Injury/Sickness Exclusion Testing: Tax-efficient allocation of settlement proceeds requires testing whether MS-related damages can be \$104(a)(2)-excluded, which directly affects the gross-to-net settlement structure.
Leans on — Leans on b2 — Release Scope Against Known Claims: The release's operative scope and enforceability against the Causal nexus between protected acts and termination/FMLA/CEPA claim inventory is the load-bearing validity question for the entire separation agreement.
Leans on — Leans on b3 — Adversarial-Bargaining Allocation Defense Testing: Demonstrating adversarial bargaining over the allocation split is necessary to defend the settlement's tax characterization and claim-origin breakdown against IRS challenge.
Leans on — Leans on b3 — \$6045(f) Gross-Proceeds Reporting to Attorney: \$6045(f) reporting mechanics to counsel must be structured into the settlement payment terms to ensure tax-compliant proceeds allocation.
Leans on — Leans on b3 — Non-Waivable Rights Claim Over-Analysis: Drafting carve-outs for non-waivable rights (whistleblower, FMLA, vested benefits) is essential to producing a settlement agreement that survives enforceability challenge and preserves all available claims.
Leans on — Leans on b3 — Proceeds Characterization and Withholding Mechanics: Sorting settlement proceeds into \$104(a)(2)-excludable and taxable buckets, then executing that allocation through W-2/1099 and 5409A compliance, is essential to the defensible settlement structure.
Leans on — Leans on b3 — U-Eligibility Alignment: Testing U-eligibility impact of the separation characterization and severance structure is necessary to ensure the proceeds do not inadvertently trigger disqualification or offset.
Leans on — Leans on b3 — Benefits-Continuation Structuring: Structuring COBRA continuation and premium subsidy as part of the settlement package requires testing baseline entitlement and ensuring continuous coverage, which affects the total settlement value.

LODE 07 QUI TAM WHISTLEBLOWER TRACK PROTECTION MIXED — evidence-dependent

She is separately considering a sealed qui tam FCA filing on the Medicare billing issue she reported March 17, 2026 to the CCO and CFO (monitoring days billed without meeting device-usage thresholds).

CRESTS — leverage	RIFTS — hazards
- A relator receives a statutory share of the proceeds of the FCA action or settlement (31 U.S.C.). - The qui tam is unfilled: no relator's counsel, no government contract, no disclosure statement served (49), and FCA counsel is to be engaged by September 13, 2026 (e29). - A qui tam complaint is filed in camera and under seal with service on the government and a written disclosure of substantially all.	- A qui tam action is barred if substantially the same allegations were publicly disclosed, unless the relator is an original source (31 U.S.C.). - A general release executed before a qui tam action is filed and without the government's knowledge or consent is generally unenforceable against the qui tam claim as contrary to public policy.

BUCKET 04 RETALIATION EVIDENCE AND RELEASE RETALIATION CHAIN — documented start to finish

The retaliation case runs on a documented chain — May 2025 accommodation request unanswered for eleven weeks, January 29, 2026 PIP citing five approved FMLA days, February 9 and March 2, 2026 complaints, March 17, 2026 billing report, April 20 exclusion then March 28, 2026 inclusion on the RIF list, June 12, 2026 termination — and the release currently carries no agency carve-outs.

Leans on — b1: Causal nexus between protected acts and termination claims still must land in a chosen forum

Leans on — b4: document preservation and release language must not compromise the qui tam track
Leans on — Leans on b3 — Vested-Rights Extinguishment and Forfeiture Validity Testing: Settlement negotiation requires testing whether offered payment legitimately reduce vested equity/bonus baseline before a defensible number can be proposed.
Leans on — Leans on b4 — Qui Tam Award Eligibility Preservation: Preserving government-reporting and agency-charge rights is categorically non-waivable and most load-bearing for the parallel qui tam track's independence from employment-side settlement language.
Leans on — Leans on b3 — Carve-Out Clause Sufficiency Drafting: Drafting carve-out language that operationally preserves non-waivable rights is essential to producing a defensible settlement agreement that withstands later enforceability challenge.
Leans on — Leans on b3 — Entitlement-Baseline Determination: Reconstructing the true entitlement baseline (vested RSUs, bonus, accrued benefits) is the foundation for determining whether the offered settlement number is defensible and adequate.
Leans on — Leans on b3 — Physical Injury/Sickness Exclusion Testing: Tax-efficient allocation of settlement proceeds requires testing whether MS-related damages can be \$104(a)(2)-excluded, which directly affects the gross-to-net settlement structure.
Leans on — Leans on b3 — Adversarial-Bargaining Allocation Defense Testing: Demonstrating adversarial bargaining over the allocation split is necessary to defend the settlement's tax characterization and claim-origin breakdown against IRS challenge.
Leans on — Leans on b3 — \$6045(f) Gross-Proceeds Reporting to Attorney: \$6045(f) reporting mechanics to counsel must be structured into the settlement payment terms to ensure tax-compliant proceeds allocation.

LODE 08 RETALIATION EVIDENCE AND RELEASE PROTECTIONS MANAGEABLE — leverage-heavy

Retaliation timeline: spring 2025 MS diagnosis disclosed, intermittent FMLA approved, fixed-hours/camera-optional accommodation request unanswered for eleven weeks; VP began disparaging her reliability.

CRESTS — leverage	RIFTS — hazards
- The February 9, 2026 email to HR, copying the VP, is a dated written record that she flagged the problem contemporaneously, stating in writing that five of the six PIP-cited absences were approved FMLA days. - She raised the FMLA mischaracterization verbally on March 2 at the 30-day PIP check-in with the HRBP and VP present (f35) — the PIP itself issued January 29, 2026. - Determine, through metadata, HR system logs, or other forensic means, whether the January 29, 2026 PIP and the same-week year-end review were actually created on those dates or drafted later to justify a falsely already made. - The company approved her FMLA days in writing, then the January 29, 2026 PIP listed five of those same six days as 'unplanned absence' — a direct, documentable contradiction between the FMLA approval and the stated discipline. - Her neurologist's records documenting the MS flare during the five FMLA days cited in the PIP directly rebut any claim she was careless or unreliable during that period.	- If the March 17, 2026 billing report is framed only as background rather than a standalone protected act, the court may never separately analyze whether it — rather than the FMLA complaints — caused the June 12, 2026 termination. - HR acknowledged the February 9, 2026 email but never substantively responded; that silence, sustained through the March 2, 2026 check-in, needs to be preserved and emphasized rather than left ambiguous. - A court may take the January 29, 2026 date on the PIP at face value unless hard evidence — not just the typed date — shows the real drafting timeline; this needs affirmative proof, not assumption.

LODE 09 CAUSAL NEXUS BETWEEN PROTECTED ACTS AND TERMINATION CAUSATION — complaint to RIF list

The retaliation causation case must line up the February 9 and March 2, 2026 FMLA complaints and the March 17, 2026 billing report against the April 20 exclusion, the May 28, 2026 inclusion, and the June 12, 2026 termination, while keeping each protected act analytically distinct.

CRESTS — leverage	RIFTS — hazards
- A ruling that lines up the February 9 and March 2, 2026 FMLA complaints and the March 17, 2026 billing report against the May 28, 2026 RIF list and the June 12, 2026 termination, tracking any shift in the company's stated rationale, is what supports causation. - Keep the February 9/March 2, 2026 FMLA complaints analytically separate from the March 17, 2026 billing report to the CCO and CFO — each is independently protected activity, and blending them risks losing which one drove the June 12, 2026 termination. - Verify the April 20, 2026 nine-name and May 28, 2026 eleven-name RIF lists line-by-line against independent org charts and reporting structures, since the CHRO-referenced scoring matrix has not been produced. - She had a documented pay history — from the \$14,500/month 1099 retainer to W-2 salary plus a \$41,000 2025 bonus — and before the MS diagnosis interrupted it, back-pay and front-pay exposure should be measured against that trajectory. - Because the CHRO's own email admits a RIF scoring matrix exists but the company has not produced it, that non-production supports an adverse-inference argument against the stated 'consolidation of clinical operations leadership' rationale.	- If the underlying claim that FMLA days were wrongly held against her falls on the facts, a court may dismiss the retaliation claim too without separately testing whether the timing of the complaints and the May 28, 2026 RIF addition independently prove causation — the theories must be argued as distinct. - The suspicious timing between her complaints and the VP's 'unreliable' label only helps if her documented performance record shows reliability, and if it can be shown the VP relayed that label to the RIF decision-makers who drafted the April 20, 2026 list. - The true comparison pool could be far larger than the eleven names on the May 28, 2026 list, and without seeing who was retained there is no way to compare her against the 34-year-old who took her duties; note that a defective decisional-unit disclosure invalidates only the ADEA age-discrimination waiver within the release, not the waiver of other group-termination claims [#ca3a17][#4c712b]. - The company may argue each release clause (confidentiality, cooperation, non-disparagement) is fine standing alone while the combination still chills agency and qui tam reporting; whether each covenant is severable, needs separate consideration, or functions as an unenforceable gag under CEPA public policy depends on which regime governs — unresolved — and federal law's non-waivable-rights baseline cannot itself be confirmed absent a fixed forum [#cb7f12][#232b8c][#e6742b][#13cf5f][#e9f50]. - Proving the pay trajectory requires her actual pay history, a medical assessment of how MS affects current earning capacity, and proof of wages earned since June 12, 2026 — without that documentation the trajectory argument doesn't hold.

PRESCRIPTIONS

- Freeze the September 4 deadline before it hardens. Before the company's September 4, 2026 'final' deadline (already extended once), secure a written extension stating explicitly whether the original date resumes or a new date controls when the pause ends, or make an affirmative decision to let it lapse without narrowing any claim; do not sign the tendered 21-day separation agreement in the meantime. The revocation-clock mechanics governing when such a review period starts and what voids it remain forum-dependent and unconfirmed [#971023][#10789a][#c73dc3d][#414785][#24ff4f][#45445c].
- Engage FCA/qui tam counsel immediately, not on the two-week plan. The stated plan to bring in relator's counsel within two weeks leaves the qui tam track unrepresented during the exact window the September 4 decision and any demand letter are being finalized; engage FCA counsel now so the billing entries, threshold logic, and internal memo are handled by qualified counsel before any employment-side document or release language is finalized (position: fca_qui_tam).
- Resolve the document-retention exposure before any signature. The separation agreement's return-of-property and no-retention representation would be false as drafted — she holds roughly forty documents, twelve containing PHI, on her personal Gmail and a synced laptop, undisclosed to the company (position: retained_documents_phi_exposure_defense). Before signing anything, jointly determine with FCA counsel how the representation will be handled, applying the Quinlan v. Curtis-Wright self-help balancing test to the twenty-eight non-PHI documents and the HIPAA whistleblower disclosure exception (45 C.F.R. § 164.502(g)(1)) to the twelve PHI documents, neither of which any current section of this file addresses.
- Choose the retaliation vehicle deliberately before filing in New Jersey. Filing under CEPA risks statutorily waiving overlapping LAD and common-law retaliation claims arising from the same conduct under New Jersey's CEPA election-of-remedies provision (N.J. Stat. Ann. § 34:19-8) — a doctrine this file's current text does not otherwise address. Decide the vehicle with a written analysis before any state complaint (cejpa_disability_discrimination_retaliation) or (cejpa_whistleblower_discrimination_retaliation) is filed, not by default.
- Obtain and map the governing documents before fixing the demand number. Obtain the complete arbitration agreement (delegation clause, carve-outs, class-waiver scope) and the complete 1999 MSA text, since the governing forum among Texas arbitration law, New York MSA law, and New Jersey employment law remains undetermined and affects accrual, the six-month window, and the class waiver [#945299][#4b80e2][#9e6f5f][#046ed7]. Produce the claim-by-law claim architecture across federal, NJ, and NY law before the demand letter's dollar figure is finalized.
- Investigate the other ten RIF members for pattern evidence. Determine whether the other ten RIF members — including the 56-year-old added between the April 20, 2026 and May 28, 2026 lists — received the same separation paperwork and whether any have contacted counsel; this strengthens both the pretext argument on the one-page May 28, 2026 rationale and the client's own stated goal of protecting the rest of the group.

THE BOTTOM LINE

As of August 30, 2026, the September 4, 2026 deadline is still five days out and live — not moot — so the sign/counter/walk decision is real and immediate. Signing the tendered eight-week separation agreement is foreclosed outright by the client's own propositions (it addresses none of the \$180,000 RSU forfeiture, the \$41,000 clawback, or the missing agency carve-outs), and it cannot lawfully be signed as drafted in any case because its return-of-property/no-retention representation would be false given the forty documents, twelve with PHI, still sitting in her Gmail and on her synced laptop (retained_documents_phi_exposure_defense). Walking away entirely is preserved: the governing forum among the Texas arbitration agreement, the New York MSA, and New Jersey employment law is unresolved [#945299][#c3e466], the full arbitration and separation agreement texts have not been obtained, and the statutory last day for every claim vehicle except the SOX Section 806 OSHA deadline (October 9, 2026, running from the June 12, 2026 termination) remains uncomputed in the record. The live move is to counter: obtain a written extension of the September 4, 2026 deadline (fixing explicitly whether the original date resumes or a new one controls), resolve the document-retention issue with FCA counsel before any signature, and use the extension window to complete the claim architecture and the demand letter due by end of September — preserving every claim, keeping the qui tam track untouched, and holding New Jersey court as the fallback forum rather than accepting Travis County JAMS by default.

NOT COVERED

- Items removed at review: "Once you pick which state's law controls, create a deadline calendar with one entry per —" (not anchored; "My tribunal's written ruling" (not anchored); "The ruling is conclusive once no further motion, appeal, or reconsideration is which —" (not anchored); "The district court's order deciding the motion to compel arbitration expressly states —" (not anchored); "Wage-Claim Aggregation Under PAGA and Class-Action Severability: California's PAGA —" (forum allen); "It becomes anchored once the Evidence: The VP's repeated 'unreliable' —" (consistency frame).
- The knowledge base he2 matter addressing 4 fct(s) this matter addresses: No NJ3 stationarity to personnel file. Employment claims will not file the FCA claim herself: 9-name list (without her) becomes 11-name list (with her); Documents remain in sole possession, unsent. These are gaps in the knowledge base, not findings against her — nothing here analyses them because it remains to analyse them with.
- 9 analysis side(s) landed empty: "PIP miscites 5 of 6 FMLA days as absences" (no hazard findings); "Verbal raise at 30-day PIP check-in" (no hazard findings); "One-page rationale, no scoring or matrix" (no hazard findings); "Render Sept 4 deadline dead as a lever" (no hazard findings); "Tone calibration" (no hazard findings); "FMLA days tracked as 'attendance events' feeding PIP" (no hazard findings); "Medical certification" (no hazard findings); "Other added RIF name: 56-year-old on medical leave" (no hazard findings) — an empty side means this run established nothing there, not that nothing exists.
- 2 stand(s) of the intake belong to no section of this plan — a further concern-domain may be missing; they stand on the ledger as an open ques (b)s.