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30-2026-01548576-CU-OE-CJC - ROA # 2 - DAVID H. YAMASAKI, Clerk of the Court By K. Climer, Deputy Clerk.

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DAVID BEHAR

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

DAVID BEHAR, an individual,

Plaintiff,

v.

PEOPLE CENTER, INC., a Delaware corporation dba RIPPLING; and DOES 1 through 50, inclusive,

Defendants.

Case No. 30-2026-01548576-CU-OE-CJC

COMPLAINT FOR DAMAGES

1. **Interference with CFRA Rights (Gov. Code § 12945.2);**
2. **Retaliation for Taking CFRA Leave (Gov. Code § 12945.2(l));**
3. **Wrongful Termination in Violation of Public Policy; and**
4. **Failure to Prevent Discrimination and Retaliation (Gov. Code § 12940(k))**

DEMAND FOR JURY TRIAL

Assigned for All Purposes

Judge Michael Strickroth

HERE COMES NOW Plaintiff DAVID BEHAR ("PLAINTIFF") in this employment law action, and alleges against Defendants PEOPLE CENTER, INC., a Delaware corporation dba RIPPLING ("PEOPLE CENTER" or "RIPPLING"); and DOES 1 through 50, inclusive (collectively, "DEFENDANTS"), as follows:

JURISDICTION AND VENUE

1. This Court is the proper court, and this action is properly filed in the County of Orange because PLAINTIFF resides in Orange County, because the work that is the subject of this action was performed by PLAINTIFF in Orange County while working remotely from his residence, because PLAINTIFF received notice of his termination of employment while in Orange County, because DEFENDANTS' obligations and liability arose in Orange County, and because DEFENDANTS conduct substantial business in the State of California including in Orange County. Additionally, while PLAINTIFF worked remotely from his Orange County residence, DEFENDANTS' principal place of business and headquarters is located in San Francisco County at 430 California Street, Floor 11, San Francisco, California 94104, where key employment decisions affecting PLAINTIFF, including the decision to terminate his employment, were made by DEFENDANTS' officers and managing agents. Venue is proper in Orange County pursuant to Code of Civil Procedure § 395.

2. The amount in controversy in this action, exclusive of interest and costs, exceeds the jurisdictional minimum of this Court, and this matter is properly designated as an unlimited civil case.

THE PARTIES

3. PLAINTIFF DAVID BEHAR is, and at all times relevant hereto was, an individual and resident of the State of California, County of Orange. PLAINTIFF was a former employee of DEFENDANTS as alleged herein.

4. PLAINTIFF is informed and believes, and thereon alleges, that at all times mentioned herein, Defendant PEOPLE CENTER, INC. is, and at all relevant times was, a Delaware corporation, Entity No. 3960153, qualified to do business in California and doing business as RIPPLING, with its principal place of business located at 430 California Street, Floor 11, San Francisco, California

94104, in the County of San Francisco, and having substantial, continuous, and systematic commercial activity in the State of California, including Orange County. PLAINTIFF is informed and believes that PEOPLE CENTER was PLAINTIFF's employer, and/or joint employer and/or successive employer at all times relevant herein.

5. PLAINTIFF is further informed and believes, and thereon alleges, that Defendant PEOPLE CENTER operates through various related entities and divisions, including but not limited to Rippling PEO 1, Inc., and provides professional employer organization (PEO) services to clients throughout California and maintains operations at 430 California Street, Floor 11, San Francisco, California 94104, and at 2443 Fillmore Street, Suite #380-7361, San Francisco, California 94115.

6. PLAINTIFF is ignorant of the true names and capacities of the Defendants sued herein as DOES 1-50, inclusive, and therefore sues said Defendants by such fictitious names. PLAINTIFF will amend this Complaint to allege their true names and capacities when ascertained. PLAINTIFF is informed and believes and thereon alleges that each of the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged, and such Defendants proximately caused PLAINTIFF's damages as herein alleged.

7. Unless otherwise indicated herein, each Defendant designated, including DOES 1-50, was the agent, managing agent, principal, owner, partner, joint venturer, representative, manager, servant, employee, and/or co-conspirator of each of the other Defendants, and was at all times mentioned herein acting within the course and scope of said agency and employment, and that all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization, and consent of each Defendant designated herein.

8. Moreover, PLAINTIFF is informed and believes, and based thereupon alleges, that each Defendant designated, including DOES 1-50 acted in concert with one another to commit the wrongful acts alleged herein, and aided, abetted, incited, compelled, and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so.

9. Whenever and wherever reference is made in this complaint to any act or failure to act by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts and/or failures to act by each Defendant acting individually, jointly, and severally.

10. PLAINTIFF is informed and believes and based thereon alleges that at all times mentioned in this complaint, DEFENDANTS regularly employed five (5) or more persons, bringing them within the definition of "employer" under the California Government Code § 12926(d), the California Fair Employment and Housing Act (FEHA), the California Family Rights Act (CFRA) under California Government Code § 12945.2, and applicable wage and hour statutes and regulations.

11. PLAINTIFF is informed and believes, and based thereon alleges, that at all times mentioned in this complaint, DEFENDANTS regularly employed fifty (50) or more persons, bringing them within the definition of "employer" subject to liability for failure to prevent discrimination and retaliation under California Government Code § 12940(k).

12. PLAINTIFF is further informed and believes, and thereon alleges, that at all relevant times DEFENDANTS were employers of PLAINTIFF within the meaning of the applicable Industrial Welfare Commission Wage Order, including but not limited to IWC Wage Order No. 4â€‘2001, and within the meaning of the California Labor Code, including but not limited to Labor Code §§ 200, 201, 226, 510, and 1194.

AGENCY AND RELATED ENTITY ALLEGATIONS

13. PLAINTIFF is informed and believes, and thereon alleges, that at all times mentioned herein, PEOPLE CENTER, INC. operated through various related entities, divisions, and affiliated companies, including but not limited to Rippling PEO 1, Inc., which constitute a single integrated enterprise or joint employers because they jointly and/or severally owned, operated, and/or managed the business operations and corporate functions where PLAINTIFF worked; shared common ownership, management, and control; jointly maintained and enforced the policies and practices governing PLAINTIFF's employment, including those relating to timekeeping, wage payment, leave policies, performance management, discipline, and termination; shared human resources and payroll functions; shared employees and resources; held themselves out to employees and customers as a single company; and jointly exercised control over PLAINTIFF's wages, hours, and working conditions. Accordingly, PEOPLE CENTER and its related entities were PLAINTIFF's employers and/or joint employers and are jointly and severally liable for the acts and omissions alleged in this

Complaint.

ADMINISTRATIVE EXHAUSTION UNDER FEHA

14. PLAINTIFF timely filed an administrative complaint with the California Civil Rights Department ("CRD") against Defendants arising out of the facts alleged herein. The CRD matter number is 202602-33649818.

15. On February 18, 2026, PLAINTIFF received from the CRD a Notice of Case Closure and Right-to-Sue Notice. A true and correct copy of the Right-to-Sue Notice is attached hereto as Exhibit "A".

16. This action is filed within one year of the issuance of the Right-to-Sue Notice, as required by Government Code § 12965(b).

FACTUAL ALLEGATIONS

Employment Background and Consistent Record of Excellence

17. PLAINTIFF was employed by DEFENDANTS from March 13, 2023 until December 15, 2025, on a full-time, exempt, salaried basis in the position of Manager, Technical Account Management for the PEO (Professional Employer Organization) segment. PLAINTIFF worked remotely from his residence in Orange County, California. At the time of his termination, PLAINTIFF earned approximately $141,000 per year, plus a target annual bonus of approximately $14,990.40 and equity compensation in the form of Restricted Stock Units.

18. PLAINTIFF's job responsibilities included managing a team that ranged from six to ten Technical Account Managers overseeing approximately 400 client accounts, coaching and developing team members, leading escalations, conducting administrative work including account assignments and churn forecasting, and hiring quality talent to build a high-performing team.

19. Throughout his employment with DEFENDANTS, and particularly before taking protected parental leave, PLAINTIFF consistently received exemplary performance reviews from multiple managers and was recognized as a high-performing manager who met or exceeded expectations. PLAINTIFF received regular performance reviews under DEFENDANTS' established review cycles, which included Fall 2023, Spring 2024, Fall 2024, and Spring 2025 review periods. In each of these performance reviews prior to his parental leave, PLAINTIFF received an overall

rating of "3 - Meets High Expectations Consistently," demonstrating that PLAINTIFF consistently performed his job duties at or above DEFENDANTS' standards and expectations for his role.

20. PLAINTIFF's Spring 2024 review highlighted his key achievements, including establishing the Voice of the Customer program for the PEO segment by surveying all PEO customers and creating action plans based on customer feedback, partnering with leadership to revamp the Launch Readiness program for new product releases, and saving over $400,000 in total ARR by developing solutions for customers who were mid-year PEO to PEO transfers, which required coordination across multiple departments including Compliance, Tax Filings, Account Management, Implementation, and Product teams.

21. On his Fall 2024 performance review, PLAINTIFF again received a rating of "3 - Meets High Expectations Consistently." His manager, Jordan Robinson, commended PLAINTIFF's "exceptional leadership and management skills," specifically noting that PLAINTIFF "took charge of a critical escalation and saved $150K ARR" with the Faropoint account and pushed for long-term solutions with the Product team. Robinson further praised PLAINTIFF's execution of the PEO Renewal Webinar, which educated over 750 administrators and "significantly improved the PEO renewal experience." The review emphasized PLAINTIFF's demonstration of DEFENDANTS' core leadership principles.

22. On his Spring 2025 performance review, PLAINTIFF received a rating of "3 - Meets High Expectations Consistently." His manager praised PLAINTIFF's leadership, noting that he "successfully built a brand around Team Tamales (PEO MM) even with 10 direct reports" and that his "focus on team bonding and celebrating wins has been laudable, and is noticed by his ICs."

23. PLAINTIFF's consistent "3 - Meets High Expectations Consistently" ratings across all review cycles from Fall 2023 through Spring 2025 demonstrated that PLAINTIFF was performing his job duties satisfactorily, meeting DEFENDANTS' expectations, and providing substantial value to the organization. PLAINTIFF never received any rating below "3 - Meets High Expectations Consistently" during his entire employment prior to his parental leave. PLAINTIFF had the largest team of any manager in his segment, managing ten employees and approximately 400 accounts.

24. During his employment, PLAINTIFF received compensation increases reflecting his satisfactory performance and value to DEFENDANTS. By 2025, PLAINTIFF's annual base salary had increased to approximately $141,000, and his target annual bonus under DEFENDANTS' TAM Bonus Agreement had increased to approximately $14,990.40 per year. These salary and bonus increases demonstrated DEFENDANTS' recognition of PLAINTIFF's contributions and performance.

25. Prior to taking parental leave, PLAINTIFF had received an offer from DEFENDANTS to transfer to the Account Management (AM) team, demonstrating that DEFENDANTS valued PLAINTIFF's skills and performance sufficiently to offer him a lateral career opportunity. PLAINTIFF declined this transfer opportunity specifically due to the timing of his upcoming parental leave, intending to defer the transfer until after his return from bonding with his newborn child.

26. At no time prior to taking his approved parental leave did PLAINTIFF receive any written warnings, performance improvement plans, or other formal disciplinary actions. PLAINTIFF had never been told that his performance was unsatisfactory or that his employment was in jeopardy.

Approved Parental Leave Under CFRA and FMLA

27. On or about July 22, 2025, PLAINTIFF's direct manager, Jordan Robinson, was terminated by DEFENDANTS. Following Jordan Robinson's termination, Kristin Goetterman, Vice President of Technical Account Management, served as PLAINTIFF's interim manager from approximately July 22, 2025 through August 12, 2025. During this interim management period, Goetterman provided oversight to PLAINTIFF and was familiar with PLAINTIFF's work and performance.

28. On or about April 27, 2025, PLAINTIFF notified his manager Jordan Robinson and DEFENDANTS' third-party leave administrators that he would be taking parental leave under the California Family Rights Act (CFRA) and applicable federal law in connection with the birth of his child. PLAINTIFF provided all required notice and documentation for his leave request, and DEFENDANTS approved PLAINTIFF's parental leave under CFRA.

29. PLAINTIFF's parental leave began on or about August 12, 2025. Before commencing

his leave, PLAINTIFF made arrangements to transfer his direct reports to interim backup managers and completed necessary administrative tasks to prepare for his absence. PLAINTIFF's parental leave was scheduled to end on or about November 3, 2025, for a total leave duration of approximately twelve weeks.

30. During PLAINTIFF's approved parental leave, on September 3, 2025, Caitlin Oswald was promoted to the position of Director of Technical Account Management for the PEO segment and became PLAINTIFF's new manager while PLAINTIFF was on protected leave. Caitlin Oswald had not previously managed PLAINTIFF, had not directly observed PLAINTIFF's day-to-day work performance, and had limited familiarity with PLAINTIFF's work history, accomplishments, and the context of decisions made under PLAINTIFF's previous managers. PLAINTIFF had no communication with Oswald during his leave period.

31. On August 20, 2025, approximately one week after PLAINTIFF began his parental leave, DEFENDANTS conducted manager training specifically focused on how to write performance reviews with proper linkage to the Individual Contributor (IC) Rubric and required depth of feedback. This was new training that had not been provided to managers, including PLAINTIFF, prior to the Mid-Year 2025 review cycle. Because PLAINTIFF was on approved parental leave, he did not receive this training.

32. During PLAINTIFF's parental leave, Kristin Goetterman, who had served as PLAINTIFF's interim manager from July 22, 2025 through August 12, 2025, prepared PLAINTIFF's Mid-Year 2025 performance review covering the February 1, 2025 through July 31, 2025 review period. In her written review, Goetterman acknowledged that PLAINTIFF had areas for improvement related to escalation management and providing timely and actionable feedback, which Goetterman noted had been identified in earlier feedback. However, Goetterman also noted: "It's hard to understand where you've made progress here, but this will be a big strategic focus for you and your new manager, Cait. Given this context, I am assigning you a score of 3. I am giving you the benefit of the doubt as I'm not clear on how much feedback you were given on these areas."

33. Goetterman's proposed rating of "3 - Meets High Expectations Consistently" demonstrated that even with the identified areas for improvement, PLAINTIFF's performance during

the review period was viewed as satisfactory and meeting expectations. Goetterman's acknowledgment that she was "not clear on how much feedback you were given" and was "giving you the benefit of the doubt" further indicated that the identified concerns were not viewed as severe performance deficiencies warranting a lower rating or disciplinary action.

Return from Leave and Immediate Adverse Treatment

34. PLAINTIFF returned from his twelve-week parental leave on or about November 3, 2025. On November 4, 2025, PLAINTIFF's first day back at work after parental leave, Caitlin Oswald scheduled a one-on-one meeting with PLAINTIFF from 12:00 p.m. to 1:00 p.m. via Zoom.

35. During the November 4, 2025 meeting, Caitlin Oswald delivered PLAINTIFF's Mid-Year 2025 performance review rating of "2 - Sometimes Meets High Expectations." This was the first performance rating below "3" that PLAINTIFF had ever received in his nearly three years of employment with DEFENDANTS.

36. This "2" rating was drastically lower than the "3" rating that Goetterman, PLAINTIFF's interim manager who actually supervised him during the review period, had recommended just weeks earlier before PLAINTIFF went on leave. The decision to lower PLAINTIFF's rating from "3" to "2" was made while PLAINTIFF was on protected parental leave.

37. Following the November 4, 2025 meeting, at 2:23 p.m. that same day, Oswald sent PLAINTIFF a lengthy email formally documenting "critical performance areas identified during the previous review cycle." The email outlined four areas where Oswald claimed PLAINTIFF's performance "did not consistently meet expectations": (1) Coaching and Individual Development, (2) Leading and Managing Escalations, (3) Conduct Regular Administrative Work, and (4) Hiring Quality and Team Performance Risk.

38. Oswald's November 4, 2025 email imposed "Immediate 2 Week Ramp Period Expectations" and stated that PLAINTIFF would be evaluated on his progress on November 11, 2025. The email concluded with five mandatory action items for PLAINTIFF to complete within a two-week timeframe and stated: "Moving forward, addressing the areas above is your top priority."

39. At no time before PLAINTIFF went on leave had anyone told PLAINTIFF that he would be subject to such intensive performance monitoring upon his return, that his employment

was in jeopardy, or that specific "ramp period expectations" would be imposed. PLAINTIFF was not provided with any performance improvement plan, formal corrective action plan, or written warning following the delivery of his "2" rating.

40. Following the November 4, 2025 meeting and email, Oswald instituted a pattern of weekly one-on-one meetings with PLAINTIFF during which she subjected him to intense scrutiny, criticism, and threats regarding his job security. These meetings focused almost exclusively on alleged performance deficiencies rather than providing supportive coaching or guidance as PLAINTIFF returned from leave.

41. On Friday, November 14, 2025, Oswald sent PLAINTIFF another critical email following up on his completion of assigned tasks. For the first time in PLAINTIFF's employment, Oswald explicitly warned PLAINTIFF that his "success is at risk" and stated: "I remain concerned about your ability to demonstrate the core competencies required of a TAM Manager, and at this stage, my confidence in your success is at risk."

42. The very next business day, on Monday, November 17, 2025, Oswald sent another lengthy email to PLAINTIFF criticizing his handling of churn risk assessments and again stating: "I am deeply concerned about the success of these areas so far. Your continued employment at Rippling depends on immediate and sustained improvement in every documented area." This was the second time within three days that Oswald had stated that PLAINTIFF's continued employment depended on immediate improvement.

43. Between November 4, 2025 and December 11, 2025, in the span of approximately five weeks, PLAINTIFF received more critical feedback, warnings, and threats regarding his employment than he had received in the entire nearly three years of his prior employment with DEFENDANTS combined.

44. Additionally, upon PLAINTIFF's return from parental leave, DEFENDANTS had reduced PLAINTIFF's direct management team from six Technical Account Managers to only two Technical Account Managers, Carol Endicott and Cooper Fitzpatrick. This significant reduction in PLAINTIFF's team size and management responsibilities occurred during PLAINTIFF's absence on protected leave and represented a material adverse change to PLAINTIFF's job duties and

responsibilities, further demonstrating the retaliatory nature of DEFENDANTS' treatment of PLAINTIFF following his exercise of CFRA leave rights.

Protected Activity: Complaints to Human Resources

45. On November 5, 2025, one day after receiving the unexpectedly negative performance review on his first day back from parental leave, PLAINTIFF contacted Leighton Martin, Human Resources Business Partner, via Slack message at 4:01 p.m. PLAINTIFF wrote: "Hey Leighton! I wanted to reach out regarding my mid year performance review (I had it yesterday since I returned from pat leave). There were some concerns that I had regarding it - is there a process to engage HR or is that something I just email/slack to you?" Leighton Martin responded at 4:16 p.m.: "Hi! Thanks for reaching out David. Feel free to setup time on my calendar." PLAINTIFF scheduled a meeting with Leighton Martin for November 6, 2025.

46. Prior to his meeting with Human Resources at 10:00 a.m. on November 6, 2025, PLAINTIFF sent Leighton Martin a Slack message at 7:55 a.m. providing context for the meeting. PLAINTIFF wrote: "Hey Leighton! I saw you accepted the meeting for this morning. I wanted to proactively share some context regarding the performance feedback I received upon returning from parental leave. As you may know, my previous manager, Jordan, was terminated in mid-to-late July. KG served as my interim manager until my leave began on 8/12. Cait was promoted while I was on leave. I received my performance review on my first day back from leave, and it included areas of feedback from Cait that I wanted to ensure are fully understood and documented. I've prepared context around the four key areas she cited - Coaching & Individual Development, Leading & Managing Escalations, Administrative Work, and Hiring Quality & Team Performance - including timing of training, prior feedback, and alignment with leadership. My goal is to provide a complete picture so that the process is fair and transparent."

47. PLAINTIFF met with Martin at 10:00 a.m. on November 6, 2025 to discuss his concerns about the timing and nature of the critical feedback he received immediately upon returning from protected parental leave. PLAINTIFF explained the context for each of the four performance areas Oswald had cited, including that the training on writing performance reviews with proper IC Rubric linkage occurred during his leave, that he had proactively launched Monthly Business

Reviews to address escalation visibility, that unassigned accounts were part of an agreed-upon interim plan with leadership, and that hiring decisions were made with proper manager approval and processes.

48. On November 18, 2025, PLAINTIFF sent a detailed email to Martin titled "Documentation of Performance Feedback and Concerns Regarding Manager Treatment." In this email, PLAINTIFF provided specific factual rebuttals to each of the four performance areas cited by Oswald in her November 4, 2025 email, including factual inaccuracies in Oswald's written summaries and concerns about the timing of such intense criticism immediately following his return from protected leave.

49. On November 19, 2025, PLAINTIFF sent a follow-up email to Martin providing additional context and clarification regarding the performance feedback issues, including specific examples where he believed Oswald's written summaries mischaracterized or omitted important facts. In this email, PLAINTIFF specifically raised concerns about the working relationship with Oswald and stated: "At this point, I believe a manager reassignment is the only path that would allow for a stable, objective evaluation environment." PLAINTIFF requested HR support including HR review of discrepancies and escalation patterns, clear written expectations and timelines, a neutral third party present for future performance-related meetings, and support for a manager reassignment.

50. On November 25, 2025, PLAINTIFF met with Martin again. During this meeting, PLAINTIFF reiterated his concerns that the level and severity of recent feedback was "a departure from what [he'd] heard previously" and that "prior to [his] recent leave, [his] work was viewed as strong and [he] had not been told [he] was failing to meet expectations at this level." PLAINTIFF expressed that "the timing and intensity of the feedback, coming shortly after [his] return from protected parental leave, is highly concerning from an optics standpoint." While PLAINTIFF diplomatically framed his concerns to avoid immediate confrontation, his statements clearly raised issues about the discriminatory and retaliatory nature of the treatment he received following his exercise of CFRA rights.

51. One day after PLAINTIFF complained to HR about the timing of negative feedback following his return from protected leave, Oswald sent PLAINTIFF another email on November 26,

2025, stating: "The expectations below continue to reflect the core requirements of the TAM Manager role and are consistent with how we've evaluated this role over the past year." This statement contradicted PLAINTIFF's actual record during that period: four consecutive performance reviews rating him "3 - Meets High Expectations Consistently," with no written warnings, formal discipline, or performance improvement plans. The first time PLAINTIFF's employment was characterized as "at risk" was November 17, 2025—just 14 days after his return from CFRA leave.

Continuing Complaints to HR and Escalating Requests for Protection

52. On December 3, 2025, PLAINTIFF sent an email to Martin adding additional concerns regarding Oswald's conduct and the feedback process, including recurring factual inaccuracies and omissions in Oswald's written summaries that materially changed the meaning of PLAINTIFF's actions and decisions. PLAINTIFF requested: (1) HR review of discrepancies and escalation patterns in Oswald's feedback, (2) clear written expectations and timelines, (3) a neutral third-party presence (Martin) in future performance-related meetings, and (4) consideration of a manager reassignment given the current dynamic.

53. On December 8, 2025, at 9:44 p.m., after receiving additional critical feedback from Oswald following their December 5 meeting, PLAINTIFF sent an urgent email to Martin. PLAINTIFF wrote: "I do not feel safe or supported entering another 1:1 meeting without HR present." This was PLAINTIFF's third and most direct request for HR to be present in meetings with Oswald, and it explicitly conveyed PLAINTIFF's concerns about his safety in the workplace.

54. On December 9, 2025, Martin responded to PLAINTIFF's concerns. While Martin agreed to join PLAINTIFF's future one-on-one meetings with Oswald, Martin effectively sided with Oswald and dismissed PLAINTIFF's complaints. Martin stated: "While you and Cait may differ at times in interpretation or emphasis, the feedback she has provided is consistent with established expectations for the role. You also shared that the timing and intensity of this feedback, coming shortly after your return from protected parental leave, is concerning from an optics standpoint, though you are not alleging any wrongdoing." Martin denied PLAINTIFF's request for manager reassignment, stating that the feedback PLAINTIFF was receiving was "tied to established role expectations."

55. Throughout this process, PLAINTIFF provided detailed, documented responses refuting each of Oswald's alleged performance deficiencies. Despite PLAINTIFF's ability to demonstrate with contemporaneous evidence that Oswald's criticisms were either factually inaccurate or based on standards that did not exist during the review period, DEFENDANTS continued to escalate their threats to terminate PLAINTIFF's employment. This pattern demonstrates that DEFENDANTS' stated performance concerns were pretextual and that the true reason for the adverse treatment was PLAINTIFF's exercise of protected leave rights and his complaints to Human Resources.

56. Despite PLAINTIFF's multiple complaints to Human Resources about the disparate treatment he received immediately upon returning from protected parental leave and his concerns about the timing and pretextual nature of Oswald's criticisms, DEFENDANTS took no action to investigate or remedy the situation. Instead, the criticism and threats regarding PLAINTIFF's job security only intensified.

Pretextual Nature of Performance Criticisms

57. Each of the four performance areas that Oswald cited as justification for lowering PLAINTIFF's performance rating and ultimately terminating his employment were either factually inaccurate, based on changed or newly-created standards that PLAINTIFF could not have known about, or directly contradicted by the performance reviews and feedback PLAINTIFF received before taking protected leave.

58. Oswald claimed that PLAINTIFF's performance reviews lacked "required depth, clear linkage to the IC Rubric, or actionable next steps for team members." However, as PLAINTIFF documented in his communications to Human Resources, the specific training on how to write performance reviews with linkage to the IC Rubric was delivered on August 20, 2025, over one week after PLAINTIFF went on parental leave on August 12, 2025. This training introduced new standards and expectations that had not existed during the review period or when PLAINTIFF wrote his performance reviews.

59. Prior to his leave, PLAINTIFF had never received feedback that his review-writing approach was inadequate. In fact, PLAINTIFF followed the same methodology for writing reviews

that had previously been accepted by his prior managers without criticism. Furthermore, PLAINTIFF had only one day to complete all performance reviews before going on leave. Under these circumstances, it was unreasonable for DEFENDANTS to retroactively criticize PLAINTIFF's performance reviews based on standards that were not communicated to him until after he was already on leave.

60. Oswald claimed that PLAINTIFF was not adequately leading escalations and that team members had difficulty receiving timely direction. However, PLAINTIFF had proactively addressed this area of development by launching Monthly Business Reviews (MBRs) with his prior manager Jordan Robinson to create more structured visibility into escalations. Robinson agreed with and supported this approach at the time.

61. Additionally, Goetterman specifically noted in PLAINTIFF's Mid-Year 2025 review that she was "giving [PLAINTIFF] the benefit of the doubt" regarding escalation management because she "wasn't clear on how much feedback [he had been] given on these areas" previously. This directly contradicts Oswald's characterization of escalation management as a critical, long-standing performance deficiency.

62. PLAINTIFF regularly joined customer calls to support his team, maintained a leadership dashboard to track escalations, and actively partnered with cross-functional teams to resolve complex customer issues. PLAINTIFF's track record of saving significant Annual Recurring Revenue through successful escalation management, including saving $150,000 with the Faropoint account and over $400,000 total through his management of PEO to PEO transfers, demonstrates his competence in this area.

63. Oswald claimed that "over 100 accounts were not assigned to a MM TAM when a corresponding MM AM was assigned" and that this "resulted in a service gap for entitled accounts, and was a large pain point moving into renewal season." This characterization is factually inaccurate. The bandwidth review that PLAINTIFF completed on July 7, 2025 with Robinson reflected 28 unassigned accounts, not over 100. Even accounting for any minor variations in how accounts were categorized, the actual number was nowhere near the "over 100" figure Oswald claimed.

64. Furthermore, the temporary gap in account assignments was part of a broader, agreed-

upon interim plan with leadership regarding headcount and coverage. Leadership, including Robinson and the Account Management manager Stephen, were fully aware of and aligned with the plan to leave certain accounts temporarily unassigned while staffing changes were being made, including moving accounts to different segments and hiring and ramping up new team members.

65. For the number of unassigned accounts to have reached "over 100" as Oswald claimed, more than 70 additional accounts would have needed to be added in approximately one month between PLAINTIFF's July 7 bandwidth review and his August 12 leave date. This did not occur, and Oswald's figure of "over 100" was either grossly inaccurate or included accounts that were added after PLAINTIFF went on leave and therefore outside his control.

66. PLAINTIFF had proactively raised the account assignment issues to leadership multiple times, and this was a resourcing gap that his manager was already aligned on, not a situation where accounts were simply ignored. At no time before PLAINTIFF went on leave did anyone tell him that the number of unassigned accounts was unacceptable, that he was not following proper procedures, or that this would be grounds for disciplinary action.

67. Oswald claimed that "four TAMs on the PEO team hired under [PLAINTIFF's] management" were performance concerns. This characterization is inaccurate and misleading. First, PLAINTIFF directly hired only three team members who later had performance concerns, not four. One of the individuals Oswald cited, Logan, was not PLAINTIFF's hire in the sense that PLAINTIFF did not have final decision-making authority and did not recommend this candidate for hire. Logan completed a full interview panel that included multiple senior-level interviewers who gave positive recommendations, and recruiting informed PLAINTIFF that the hiring process had already been approved by senior leadership and could not be restarted based on PLAINTIFF's concerns. PLAINTIFF was effectively required to accept this hire despite reservations about fit.

68. Second, for two of the three individuals PLAINTIFF did hire, PLAINTIFF's manager at the time, Jordan Robinson, conducted the final interview and explicitly recommended proceeding with both hires, as documented in the Recruiting Application system. These were not unilateral decisions made by PLAINTIFF; they followed proper process with manager approval.

69. Third, regarding team members with performance concerns, when PLAINTIFF

identified performance issues, he actively performance-managed them and took appropriate corrective action. With Scarlett, PLAINTIFF placed her on an Expectations Memo, after which her performance improved and she was able to meet expectations. This demonstrates that PLAINTIFF took appropriate action when performance issues were identified and that his performance management efforts were effective.

70. Oswald's criticism of PLAINTIFF's hiring decisions ignores that PLAINTIFF hired and developed numerous successful team members during his tenure, including individuals who were promoted and recognized as high performers. Team members specifically praised PLAINTIFF's leadership in building team cohesion, developing talent, and creating opportunities for growth.

71. At no time before PLAINTIFF went on leave did anyone criticize his hiring decisions or suggest that his hiring judgment was a performance concern warranting disciplinary action or termination.

Denial of Transfer Opportunity and Additional Adverse Actions

72. After PLAINTIFF returned from parental leave and was subjected to the negative "2" performance rating, PLAINTIFF inquired about pursuing the previously offered AM team transfer opportunity that he had declined due to the timing of his parental leave. On or about December 11, 2025, DEFENDANTS, through Human Resources, informed PLAINTIFF that he could not transfer to the AM team because internal transfers required employees to be in "Good Standing" and not rated below a "3" at the mid-year performance review.

73. DEFENDANTS stated that due to PLAINTIFF's "2" rating at MYPR 2025 and the "current performance concerns," they were "not in a position to move forward with a transfer at this time." This denial constituted DEFENDANTS' refusal to reinstate PLAINTIFF to an equivalent position following his CFRA leave, as DEFENDANTS had deemed him qualified for the AM transfer before his leave but used the retaliatory "2" rating assigned during his leave to block the same opportunity after his return.

74. DEFENDANTS' denial of the AM transfer opportunity based on the retaliatory negative performance rating demonstrated the pretextual nature of DEFENDANTS' stated

performance concerns. Before taking CFRA leave, DEFENDANTS deemed PLAINTIFF sufficiently qualified and valuable to offer him a transfer to a different team. However, after PLAINTIFF exercised his CFRA rights and received a retaliatory negative review delivered on his first day back from leave, DEFENDANTS used that same negative review to block the transfer opportunity they had previously extended.

75. This sequence of events established that DEFENDANTS' performance concerns were fabricated to justify adverse actions against PLAINTIFF for taking CFRA leave, rather than reflecting genuine performance deficiencies.

Pattern of Repeated Employment Threats

76. Between November 14, 2025 and December 11, 2025—a span of just 28 days—Oswald sent PLAINTIFF six separate written communications explicitly warning that his employment was at risk. The warnings were as follows (emphasis added):

- November 14, 2025 (11 days after return from leave): "I remain concerned about your ability to demonstrate the core competencies required of a TAM Manager, and at this stage, **my confidence in your success is at risk.**"
- November 17, 2025 (3 days later): "I am deeply concerned about the success of these areas so far. **Your continued employment at Rippling depends on immediate and sustained improvement** in every documented area."
- November 18, 2025 (1 day later): "I remain deeply concerned about your success in this role. **Your continued employment at Rippling depends on immediate and sustained improvement** in these areas."
- November 26, 2025 (1 day after PLAINTIFF complained to HR about timing of negative feedback): "I remain concerned about your success in this role based on the performance expectations we've outlined. **Your continued employment at Rippling depends on immediate and sustained improvement** in these areas."
- December 8, 2025: "I remain concerned about your success in this role based on the performance expectations we've outlined. **Your continued employment at Rippling depends on immediate and sustained improvement** in these areas."

- December 11, 2025: "I remain concerned about your success in this role based on the performance expectations we've outlined. **Your continued employment at Rippling depends on immediate and sustained improvement** in these areas."

77. On December 12, 2025—one day after the sixth employment warning—PLAINTIFF was terminated. Prior to his CFRA leave, PLAINTIFF had never received a written warning that his employment was at risk during his nearly three years of employment at Rippling.

Termination Following Protected Leave and Complaints

78. Despite PLAINTIFF's repeated attempts to bring his concerns about the pretextual and retaliatory nature of Oswald's criticism to Human Resources, and despite PLAINTIFF's documented history as a consistently high-performing manager, DEFENDANTS refused to meaningfully investigate PLAINTIFF's complaints or take any action to remedy the discriminatory treatment.

79. On December 12, 2025, PLAINTIFF was summoned to a meeting with Oswald and Leighton Martin in which PLAINTIFF was informed that his employment was being terminated effective December 15, 2025. During this meeting, PLAINTIFF asked why he was not being placed on a performance improvement plan, given that DEFENDANTS had identified performance concerns and had been providing him with feedback and expectations for improvement.

80. In response to PLAINTIFF's question about why he was not receiving a performance improvement plan, Leighton Martin stated that DEFENDANTS' practice was that employees with "sizable gaps" in performance were not necessarily placed on performance improvement plans, and that the decision whether to provide a PIP was within management's discretion. This response effectively confirmed that DEFENDANTS had decided to terminate PLAINTIFF rather than provide him with a genuine opportunity to address the alleged performance concerns.

81. DEFENDANTS claimed that the termination was based on performance issues that allegedly predated PLAINTIFF's leave and that PLAINTIFF had "sizable gaps" in his performance that could not be remedied through coaching or a performance improvement plan. This rationale directly contradicted DEFENDANTS' own contemporaneous performance reviews showing that PLAINTIFF consistently met or exceeded expectations and was a valued, high-performing manager

up until the moment he returned from protected parental leave.

82. PLAINTIFF's employment was formally terminated effective December 15, 2025. DEFENDANTS provided PLAINTIFF with a Separation and Release Agreement offering minimal severance benefits (equivalent to approximately one month of base salary) in exchange for PLAINTIFF signing a broad release of claims. The Agreement gave PLAINTIFF only five business days to consider whether to sign and release all claims against DEFENDANTS.

83. As a result of DEFENDANTS' termination of PLAINTIFF's employment, PLAINTIFF forfeited 1,471 unvested RSUs (Restricted Stock Units) that would have vested over time had PLAINTIFF's employment continued. Based on the stock price information available to PLAINTIFF, the forfeited unvested equity had a value of approximately $80,340. PLAINTIFF's termination resulted in the immediate loss of his salary of approximately $141,000 per year, his target annual bonus of approximately $14,990.40 per year, his health and other employee benefits, and the forfeiture of unvested equity.

84. The decision to terminate PLAINTIFF was made, at least in part, in retaliation for PLAINTIFF taking CFRA protected parental leave and in retaliation for PLAINTIFF's complaints to Human Resources about the discriminatory treatment he received upon returning from that leave. DEFENDANTS' stated reasons for PLAINTIFF's termination were pretextual and not the true reasons for the adverse employment action. The true reason was DEFENDANTS' animus toward PLAINTIFF for exercising his rights under the CFRA to take parental leave and for complaining about unlawful discrimination and retaliation.

85. The temporal proximity between PLAINTIFF's return from protected leave (November 3, 2025), his first complaint to Human Resources (November 5, 2025), his multiple subsequent complaints, and his termination (December 12, 2025), all occurring within a span of approximately six weeks, supports an inference of unlawful retaliation. Additionally, the fact that PLAINTIFF received four consecutive "3 - Meets High Expectations Consistently" ratings over nearly three years, including a "3" rating recommended by his interim manager for the very same review period that Oswald later downgraded to a "2," demonstrates that the negative performance review and termination were not based on legitimate performance concerns but were pretextual

reasons designed to mask unlawful retaliation.

86. The pattern of six explicit employment warnings sent to PLAINTIFF within 28 days, with the final warning coming one day before his termination, further demonstrates the retaliatory nature of DEFENDANTS' conduct and the predetermined decision to terminate PLAINTIFF for exercising his CFRA rights rather than for any legitimate performance reason.

FIRST CAUSE OF ACTION

Interference with CFRA Rights (Gov. Code § 12945.2)

(Against All DEFENDANTS)

87. PLAINTIFF re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

88. At all times mentioned, the California Family Rights Act ("CFRA"), Gov. Code § 12945.2, was in full force and effect and applied to DEFENDANTS. CFRA entitles eligible employees to up to 12 workweeks of job-protected leave in a 12-month period for qualifying reasons, including to bond with a newborn child, and guarantees reinstatement to the same or a comparable position at the end of such leave.

89. At all relevant times, DEFENDANTS were "employers" within the meaning of CFRA, employing five or more employees. DEFENDANTS regularly employed well in excess of five employees, bringing them within the definition of "employer" under CFRA and subjecting them to the requirements of Gov. Code § 12945.2. PLAINTIFF was an eligible employee who had more than 12 months of service with DEFENDANTS, having commenced employment on or about March 13, 2023 and continued in employment through December 15, 2025. PLAINTIFF worked at least 1,250 hours in the 12 months prior to his CFRA leave. PLAINTIFF worked remotely from DEFENDANTS' location in California, where DEFENDANTS employed well in excess of five employees. PLAINTIFF met all eligibility requirements for CFRA leave.

90. PLAINTIFF exercised his right to CFRA leave by taking CFRA baby-bonding leave from approximately August 12, 2025 through his scheduled return date of November 3, 2025, for a total of approximately twelve weeks, for the purpose of bonding with his newborn child. PLAINTIFF provided all required notice of his need for CFRA leave and complied with DEFENDANTS' policies

for requesting such leave.

91. DEFENDANTS approved PLAINTIFF's CFRA leave request and, through their human resources representatives and management, acknowledged that PLAINTIFF would be on parental leave from August 12, 2025 through November 3, 2025. DEFENDANTS were aware that PLAINTIFF was taking protected parental leave under CFRA to bond with his newborn child and that PLAINTIFF was scheduled to return to work on or about November 3, 2025.

92. CFRA prohibits employers from interfering with, restraining, or denying the exercise of, or the attempt to exercise, any right provided under CFRA, including the right to take leave and the right to reinstatement following leave. Gov. Code § 12945.2 requires employers to reinstate an employee who takes CFRA leave to the same position the employee held prior to the leave, or to a position with equivalent employment benefits, pay, and other terms and conditions of employment. An employer may deny reinstatement only if there is a legitimate, unrelated reason that would have led to the same decision regarding termination regardless of the employee's CFRA leave.

93. DEFENDANTS interfered with, restrained, and denied PLAINTIFF's CFRA rights by, among other things:

a) Changing PLAINTIFF's mid-year performance review rating from a proposed "3 - Meets High Expectations Consistently" to a final rating of "2 - Sometimes Meets High Expectations" during PLAINTIFF's CFRA leave and delivering that negative rating to PLAINTIFF on his first day back from leave on November 4, 2025;

b) Subjecting PLAINTIFF to an abrupt and dramatic change in performance evaluation standards and expectations immediately upon his return from CFRA leave, despite his consistent track record of "3 - Meets High Expectations Consistently" ratings throughout his employment prior to leave;

c) Subjecting PLAINTIFF to increasingly critical, harsh, and threatening treatment following his return from CFRA leave, including sending PLAINTIFF six separate written warnings in 28 days that his "employment is at risk" or that his "continued employment at Rippling depends on immediate and sustained improvement" beginning just eleven days after his return from leave and continuing through December 11, 2025, one day before his termination;

d) Imposing unrealistic and constantly shifting performance expectations and timelines that were not previously communicated to PLAINTIFF and that differed substantially from the standards applied to PLAINTIFF prior to his CFRA leave;

e) Creating a coercive environment designed to pressure PLAINTIFF out of his employment through frequent critical communications, unreasonable scrutiny of PLAINTIFF's work, and mischaracterizations of PLAINTIFF's work performance in written follow-up emails;

f) Ignoring and dismissing PLAINTIFF's detailed, documented rebuttals demonstrating that Oswald's performance criticisms were factually inaccurate or based on standards that did not exist during the review period, and continuing to escalate threats to his employment despite this evidence;

g) Using the retaliatory negative performance rating to deny PLAINTIFF a lateral transfer opportunity to the Account Management team that DEFENDANTS had offered to PLAINTIFF before he took CFRA leave;

h) Failing and refusing to reinstate PLAINTIFF to his Manager, Technical Account Management position, or to any comparable position, following his CFRA leave; and

i) Terminating PLAINTIFF's employment on or about December 12, 2025, approximately five weeks after his return from CFRA baby-bonding leave.

94. DEFENDANTS used PLAINTIFF's exercise of CFRA leave and his return from such leave as a negative factor in the decision to subject him to adverse treatment and ultimately terminate his employment, including by timing the negative performance review to be delivered on his first day back from leave and by escalating adverse actions in the weeks immediately following his return.

95. DEFENDANTS had no legitimate, non-discriminatory reason unrelated to PLAINTIFF's CFRA leave that would have led to PLAINTIFF's termination regardless of his leave. The reasons DEFENDANTS provided for terminating PLAINTIFF's employment were pretextual and directly related to PLAINTIFF's exercise of CFRA rights. PLAINTIFF had consistently received ratings of "3 - Meets High Expectations Consistently" across all performance review cycles from Fall 2023 through Spring 2025, demonstrating satisfactory performance throughout his employment prior to his parental leave. The sudden change in PLAINTIFF's rating to "2" occurred during his

CFRA leave and was delivered by a new manager who had not supervised PLAINTIFF during the review period and who was promoted while PLAINTIFF was on leave. The alleged performance deficiencies cited by DEFENDANTS were either factually inaccurate, failed to account for relevant context including training on new performance review standards provided while PLAINTIFF was on leave and agreed-upon interim staffing plans, or applied standards that were not communicated to PLAINTIFF until after he returned from leave. DEFENDANTS provided no progressive discipline, no written warnings, no formal corrective action plans, and no performance improvement plan before terminating PLAINTIFF's employment. DEFENDANTS' decision not to provide PLAINTIFF with a performance improvement plan, despite identifying multiple alleged performance issues, demonstrated that DEFENDANTS had already decided to terminate PLAINTIFF rather than provide him a genuine opportunity to address the stated concerns.

96. DEFENDANTS' interference with PLAINTIFF's CFRA rights was a substantial factor in causing PLAINTIFF's harm. But for DEFENDANTS' interference with PLAINTIFF's right to take CFRA leave and to be reinstated to his position following such leave, PLAINTIFF would not have been subjected to the adverse treatment and ultimate termination that occurred following his return from leave.

97. As a direct and proximate result of DEFENDANTS' interference with and denial of PLAINTIFF's CFRA rights in violation of Gov. Code § 12945.2, PLAINTIFF has suffered and continues to suffer lost wages in the amount of approximately $141,000 per year, lost employment benefits including health insurance, dental insurance, vision insurance, life insurance, disability insurance, and retirement plan contributions, loss of earning capacity, forfeiture of 1,471 unvested RSUs valued at approximately $80,340, loss of target annual bonus of approximately $14,990.40 per year, and other economic damages, as well as severe emotional distress, humiliation, anxiety, depression, mental anguish, damage to professional reputation, and other non-economic damages in an amount to be proven at trial.

98. DEFENDANTS' conduct was a substantial factor in causing PLAINTIFF's harm. PLAINTIFF is entitled to all remedies available under CFRA, including but not limited to reinstatement to his former position or front pay in lieu of reinstatement, back pay and benefits from

the date of termination forward, compensatory damages for emotional distress and other non-economic losses, injunctive and declaratory relief, and reasonable attorney's fees and costs pursuant to Gov. Code § 12965, subdivision (b).

SECOND CAUSE OF ACTION

Retaliation for Taking CFRA Leave (Gov. Code § 12945.2(l))

(Against All DEFENDANTS)

99. PLAINTIFF re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

100. At all times mentioned, the California Family Rights Act ("CFRA"), Gov. Code § 12945.2, was in full force and effect and applied to DEFENDANTS. CFRA entitles eligible employees to up to 12 workweeks of job-protected leave in a 12-month period for qualifying reasons, including to bond with a newborn child. Gov. Code § 12945.2, subdivision (l) prohibits employers from discriminating or retaliating against any employee for exercising their right to CFRA leave.

101. At all relevant times, DEFENDANTS were "employers" within the meaning of CFRA, employing five or more employees. DEFENDANTS regularly employed well in excess of five employees, bringing them within the definition of "employer" under CFRA and subjecting them to the anti-retaliation provisions of Gov. Code § 12945.2(l). PLAINTIFF was an eligible employee who had more than 12 months of service with DEFENDANTS, having commenced employment on or about March 13, 2023 and continued in employment through December 15, 2025. PLAINTIFF worked at least 1,250 hours in the 12 months prior to his CFRA leave. PLAINTIFF worked remotely from DEFENDANTS' location in California, where DEFENDANTS employed well in excess of five employees. PLAINTIFF met all eligibility requirements for CFRA leave.

102. PLAINTIFF exercised his right to CFRA leave by taking CFRA baby-bonding leave from approximately August 12, 2025 through his scheduled return date of November 3, 2025, for a total of approximately twelve weeks, for the purpose of bonding with his newborn child. PLAINTIFF provided all required notice of his need for CFRA leave and complied with DEFENDANTS' policies for requesting such leave.

103. DEFENDANTS approved PLAINTIFF's CFRA leave request and, through their

human resources representatives and management, acknowledged that PLAINTIFF would be on parental leave from August 12, 2025 through November 3, 2025. DEFENDANTS were aware that PLAINTIFF was exercising his CFRA rights by taking protected parental leave to bond with his newborn child.

104. CFRA prohibits employers from discriminating or retaliating against employees for exercising CFRA rights, and requires employers to reinstate employees to the same or a comparable position at the end of CFRA leave absent a legitimate, unrelated reason that would have led to the same decision regardless of the leave.

105. PLAINTIFF engaged in protected activity under CFRA by requesting and taking CFRA baby-bonding leave from approximately August 12, 2025 through November 3, 2025, and by returning to work at the conclusion of his CFRA leave on November 3, 2025 with the expectation of being reinstated to his position.

106. DEFENDANTS subjected PLAINTIFF to adverse employment actions, including but not limited to:

a) delivering a negative performance review with a rating of "2 - Sometimes Meets High Expectations" to PLAINTIFF on November 4, 2025, his first day back at work after CFRA leave, representing the first time PLAINTIFF had ever received a rating below "3 - Meets High Expectations Consistently" in his entire employment with DEFENDANTS;

b) subjecting PLAINTIFF to increasingly critical, harsh, and threatening treatment in the weeks following his return from CFRA leave, including sending PLAINTIFF six separate written warnings in 28 days that his "employment is at risk" or that his "continued employment at Rippling depends on immediate and sustained improvement," with the final warning coming one day before his termination;

c) imposing unrealistic and constantly shifting performance expectations and timelines that were not previously communicated to PLAINTIFF and that differed substantially from the standards applied to PLAINTIFF prior to his CFRA leave;

d) creating a coercive environment designed to pressure PLAINTIFF out of his employment through frequent critical communications, unreasonable scrutiny of PLAINTIFF's work, and

mischaracterizations of PLAINTIFF's work performance in written follow-up emails;

e) ignoring and dismissing PLAINTIFF's detailed, documented rebuttals demonstrating that Oswald's performance criticisms were factually inaccurate or based on standards that did not exist during the review period, and continuing to escalate threats to his employment despite this evidence;

f) denying PLAINTIFF a lateral transfer opportunity to the Account Management team that DEFENDANTS had offered to PLAINTIFF before he took CFRA leave by citing the retaliatory negative performance rating as grounds for the denial;

g) refusing to reinstate PLAINTIFF to his Manager, Technical Account Management position, or to any comparable position, following his CFRA leave; and

h) terminating PLAINTIFF's employment on or about December 12, 2025, approximately five weeks after his return from CFRA baby-bonding leave and approximately seventeen weeks after he commenced his CFRA leave.

107. PLAINTIFF's exercise of CFRA rights was a substantial motivating reason and contributing factor in DEFENDANTS' decision to subject PLAINTIFF to adverse treatment and to terminate his employment. The causal connection between PLAINTIFF's protected activity and the adverse actions is established by substantial evidence including: (a) the striking temporal proximity between PLAINTIFF's return from CFRA leave on November 3, 2025 and the delivery of his negative performance review on November 4, 2025, his first day back at work; (b) the dramatic and unexplained change in PLAINTIFF's performance rating from a consistent track record of "3 - Meets High Expectations Consistently" ratings across all review cycles from Fall 2023 through Spring 2025 to a "2 - Sometimes Meets High Expectations" rating delivered on his first day back from CFRA leave; (c) the change in PLAINTIFF's mid-year performance review rating from Goetterman's proposed "3 - Meets High Expectations Consistently" to a final "2" rating that occurred during PLAINTIFF's CFRA leave and was delivered by a new manager who had not supervised PLAINTIFF during the review period; (d) the absence of any prior performance issues, written warnings, formal discipline, or performance improvement plans before PLAINTIFF took CFRA leave demonstrating that the sudden identification of alleged performance deficiencies was

pretextual; (e) the pattern of six explicit employment warnings sent to PLAINTIFF within 28 days between November 14, 2025 and December 11, 2025, with nearly identical language in five of the six warnings and the final warning coming one day before his termination, demonstrating a calculated campaign of retaliation; (f) the escalation of adverse treatment immediately following PLAINTIFF's complaints to Human Resources on November 6, 2025, November 18, 2025, November 19, 2025, and subsequent dates with DEFENDANTS issuing repeated threats to PLAINTIFF's employment and ultimately terminating him shortly after he requested HR presence in meetings with his manager; (g) DEFENDANTS' failure to provide PLAINTIFF with progressive discipline or a performance improvement plan despite identifying multiple alleged performance issues demonstrating that the stated performance concerns were a pretext for retaliation; (h) DEFENDANTS' dismissal of PLAINTIFF's detailed, documented rebuttals demonstrating that the performance criticisms were factually inaccurate or based on standards that did not exist, yet continuing to escalate threats against him; and (i) DEFENDANTS' use of the retaliatory negative rating to deny PLAINTIFF the AM team transfer opportunity that DEFENDANTS had offered him before he took CFRA leave demonstrating that the performance rating was fabricated to justify adverse actions.

108. Prior to his CFRA leave, PLAINTIFF had consistently received ratings of "3 - Meets High Expectations Consistently" across all performance review cycles from Fall 2023 through Spring 2025, had received salary increases reflecting his satisfactory performance, had been offered a lateral transfer opportunity to the Account Management team, and had never been subjected to written warnings, formal discipline, or performance improvement plans. Following his return from CFRA leave, PLAINTIFF was immediately subjected to a negative performance review, denial of the previously offered transfer opportunity, six explicit employment warnings within 28 days, and ultimate termination. DEFENDANTS' stated reasons for terminating PLAINTIFF's employment were pretextual and do not withstand scrutiny.

109. As a direct and proximate result of DEFENDANTS' retaliation for PLAINTIFF's exercise of CFRA rights in violation of Gov. Code § 12945.2(l), PLAINTIFF has suffered and continues to suffer lost wages in the amount of approximately $141,000 per year, lost employment

benefits including health insurance, dental insurance, vision insurance, life insurance, disability insurance, and retirement plan contributions, loss of earning capacity, forfeiture of 1,471 unvested RSUs valued at approximately $80,340, loss of target annual bonus of approximately $14,990.40 per year, and other economic damages, as well as severe emotional distress, humiliation, embarrassment, anxiety, depression, mental anguish, damage to professional reputation, loss of enjoyment of life, and other non-economic damages in an amount to be proven at trial.

110. DEFENDANTS' conduct was a substantial factor in causing PLAINTIFF's harm. PLAINTIFF is entitled to all remedies available under CFRA, including but not limited to reinstatement to his former position or front pay in lieu of reinstatement, back pay and benefits from the date of termination forward, compensatory damages for emotional distress and other non-economic losses, injunctive and declaratory relief, and reasonable attorney's fees and costs pursuant to Gov. Code § 12965, subdivision (b).

111. PLAINTIFF's interim manager Goetterman had proposed a rating of "3 - Meets High Expectations Consistently" and stated she was "giving you the benefit of the doubt" regarding identified areas for improvement, yet the change from Goetterman's proposed "3" rating to a final "2" rating occurred during PLAINTIFF's CFRA leave without any additional performance information. The performance criticisms cited by DEFENDANTS were either factually inaccurate including the claim of "over 100 unassigned accounts" when documents showed 28 accounts, failed to account for relevant context such as training provided while PLAINTIFF was on leave, or applied newly announced standards that had not previously been communicated to PLAINTIFF.

112. The temporal proximity between PLAINTIFF's return from CFRA leave on November 3, 2025 and the delivery of his negative performance review on November 4, 2025, combined with the rapid escalation to six employment warnings within 28 days and termination on December 12, 2025 (one day after the sixth warning), establishes a strong inference that DEFENDANTS retaliated against PLAINTIFF for exercising his CFRA rights.

113. DEFENDANTS' stated reasons for terminating PLAINTIFF's employment were pretextual and do not withstand scrutiny. PLAINTIFF had a demonstrated track record of strong performance prior to his CFRA leave, as evidenced by consistent "3 - Meets High Expectations

Consistently" ratings across multiple review cycles and by DEFENDANTS offering him a lateral transfer opportunity before his leave. The alleged performance deficiencies cited by DEFENDANTS either misrepresented the facts, failed to account for relevant context, or applied standards that were not communicated to PLAINTIFF until after he returned from leave. Throughout the process, PLAINTIFF provided detailed, documented responses refuting each alleged deficiency, yet DEFENDANTS ignored this evidence and continued to escalate threats against him. DEFENDANTS' failure to provide PLAINTIFF with progressive discipline or a performance improvement plan, despite identifying multiple alleged performance issues, demonstrates that the stated performance concerns were a pretext for retaliation.

THIRD CAUSE OF ACTION

Wrongful Termination in Violation of Public Policy

(Against All DEFENDANTS)

114. PLAINTIFF re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

115. California recognizes a common law tort cause of action for wrongful termination when an employee is discharged for reasons that violate fundamental public policy as expressed in constitutional provisions, statutes, or regulations. An employer may not discharge an employee in violation of a fundamental public policy that is carefully tethered to express statutory or constitutional provisions.

116. PLAINTIFF's termination on or about December 15, 2025 violated fundamental public policies of the State of California embodied in the following constitutional provisions, statutes, and regulations:

a) California Government Code § 12945.2 (California Family Rights Act), which protects employees' fundamental rights to take up to 12 weeks of leave for qualifying reasons including bonding with a newborn child and to be reinstated to their position following such leave without interference or retaliation;

b) California Government Code § 12940(h), which protects employees from discrimination and retaliation for exercising rights under FEHA and related statutes including the right to take

protected leave and to complain about unlawful employment practices without fear of retaliation; and

c) The fundamental public policy prohibiting retaliation against employees who oppose practices forbidden by FEHA or who file complaints, testify, or assist in FEHA proceedings as embodied in California Government Code § 12940 and related provisions.

117. At all times relevant herein, PLAINTIFF was an employee of DEFENDANTS in an employment relationship governed by California law.

118. PLAINTIFF engaged in protected conduct by:

a) Requesting and taking CFRA baby-bonding leave from approximately August 12, 2025 through November 3, 2025 to bond with his newborn child;

b) Exercising his statutory rights under CFRA to protected leave and reinstatement to his Manager, Technical Account Management position following such leave;

c) Returning from CFRA leave on November 3, 2025 with the reasonable expectation of being reinstated to his position or a comparable position in accordance with his CFRA rights;

d) Making complaints to DEFENDANTS' Human Resources department on November 6, 2025, November 18, 2025, November 19, 2025, November 25, 2025, and subsequent dates regarding discriminatory and retaliatory treatment he received upon returning from CFRA leave;

e) Raising concerns with Human Resources about the timing and nature of the negative performance review delivered on his first day back from CFRA leave;

f) Requesting manager reassignment and HR presence in meetings with his manager due to concerns about unfair treatment and retaliation; and

g) Refusing to accept discriminatory treatment and asserting his legal rights throughout the process leading to his termination.

119. DEFENDANTS terminated PLAINTIFF's employment on or about December 12, 2025, with an effective termination date of December 15, 2025, constituting adverse employment action.

120. PLAINTIFF's protected conduct in taking CFRA leave, returning from such leave,

and complaining about discriminatory and retaliatory treatment related to his exercise of CFRA rights was a substantial motivating factor in DEFENDANTS' decision to terminate his employment. The causal connection is demonstrated by:

a) The striking temporal proximity between PLAINTIFF's return from CFRA leave on November 3, 2025 and the delivery of his negative performance review on November 4, 2025, his first day back at work;

b) The close temporal proximity between PLAINTIFF's complaints to Human Resources beginning on November 6, 2025 and the escalating adverse actions including the first explicit threat to his employment on November 14, 2025 (only eight days after his initial HR complaint) and his termination on December 12, 2025 (approximately five weeks after returning from leave);

c) The pattern of six explicit employment warnings sent to PLAINTIFF within 28 days between November 14, 2025 and December 11, 2025, with the final warning coming one day before his termination, demonstrating a calculated campaign of retaliation following his complaints to HR;

d) The dramatic and unexplained change in PLAINTIFF's performance rating from a consistent track record of "3 - Meets High Expectations Consistently" ratings across all review cycles from Fall 2023 through Spring 2025 to a "2 - Sometimes Meets High Expectations" rating that was delivered on his first day back from CFRA leave;

e) The change in PLAINTIFF's mid-year performance review rating from Goetterman's proposed "3 - Meets High Expectations Consistently" to a final "2" rating that occurred during PLAINTIFF's CFRA leave and was delivered by a new manager who had not supervised PLAINTIFF during the review period;

f) The escalation of adverse treatment immediately following PLAINTIFF's complaints to Human Resources including repeated written statements that his "employment is at risk" and that his "continued employment at Rippling depends on immediate and sustained improvement";

g) DEFENDANTS' dismissal of PLAINTIFF's detailed, documented rebuttals demonstrating

that the performance criticisms were factually inaccurate or based on standards that did not exist, yet continuing to escalate threats against him and ultimately terminating him;

h) DEFENDANTS' use of the retaliatory negative rating to deny PLAINTIFF the AM team transfer opportunity that had been offered to him before he took CFRA leave;

i) The absence of any prior performance issues, written warnings, formal discipline, or performance improvement plans before PLAINTIFF took CFRA leave demonstrating that the sudden identification of alleged performance deficiencies was pretextual; and

j) DEFENDANTS' failure to provide PLAINTIFF with progressive discipline or a performance improvement plan despite identifying multiple alleged performance issues demonstrating that DEFENDANTS had predetermined the decision to terminate PLAINTIFF rather than engage in good faith performance management.

121. The reasons DEFENDANTS stated for PLAINTIFF's termination were false, pretextual, and designed to conceal the true retaliatory and discriminatory motive. The pretextual nature of DEFENDANTS' stated reasons is demonstrated by:

a) PLAINTIFF's demonstrated track record of strong performance prior to his CFRA leave as evidenced by consistent "3 - Meets High Expectations Consistently" ratings across all performance review cycles from Fall 2023 through Spring 2025, salary increases reflecting satisfactory performance, DEFENDANTS offering PLAINTIFF a lateral transfer opportunity to the AM team before his leave demonstrating they valued his skills and performance, and the absence of any written warnings or disciplinary actions;

b) The factually inaccurate alleged performance deficiency regarding account assignments as DEFENDANTS claimed "over 100 accounts were not assigned" when documents from July 2025 showed 28 unassigned accounts and the account assignment gap was the result of an agreed-upon interim plan with PLAINTIFF's previous manager during staffing transitions;

c) The alleged performance deficiency regarding performance review writing that failed to account for the fact that training on the new IC Rubric requirements was provided on August 20, 2025, one week after PLAINTIFF went on leave on August 12, 2025 and that PLAINTIFF had never previously been told his review-writing approach was inadequate;

d) The alleged performance deficiency regarding hiring quality that failed to account for the fact that PLAINTIFF did not have final decision-making authority over one of the cited hires and that other hires were made with manager approval following proper process;

e) PLAINTIFF's provision of detailed, documented rebuttals to each alleged performance deficiency, including contemporaneous evidence demonstrating that the criticisms were factually inaccurate or based on standards that did not exist during the review period, which DEFENDANTS ignored while continuing to escalate threats to his employment;

f) DEFENDANTS providing no progressive discipline, no written warnings, no formal corrective action plans, and no performance improvement plan before terminating PLAINTIFF's employment despite company policies and practices providing for such progressive discipline;

g) DEFENDANTS' explanation that employees with "sizable gaps" in performance did not receive performance improvement plans being inconsistent with DEFENDANTS' own practices and demonstrating that DEFENDANTS had predetermined the decision to terminate PLAINTIFF; and

h) The rapid escalation from delivering a negative review on PLAINTIFF's first day back from leave to six employment warnings within 28 days to termination one day after the final warning demonstrating retaliatory intent rather than legitimate performance management.

122. As a direct and proximate result of DEFENDANTS' wrongful termination in violation of public policy, PLAINTIFF has suffered and continues to suffer substantial damages, including:

a) Economic losses consisting of lost wages in the amount of approximately $141,000 per year, lost target annual bonus of approximately $14,990.40 per year, forfeiture of 1,471 unvested RSUs valued at approximately $80,340, lost employment benefits including health insurance, dental insurance, vision insurance, life insurance, disability insurance, and retirement plan contributions, loss of earning capacity, loss of future earnings and benefits, and other economic damages in an amount to be proven at trial;

b) Severe emotional distress, humiliation, embarrassment, anxiety, depression, sleepless nights, mental anguish, and damage to professional reputation from the wrongful termination

occurring shortly after returning from protected parental leave to bond with his newborn child;

c) Physical manifestations of emotional distress including stress-related health issues such as flare-up of ulcerative colitis requiring medical treatment and causing ongoing suffering;

d) Loss of enjoyment of life and damage to family relationships caused by the stress, anxiety, and financial hardship resulting from the wrongful termination; and

e) Other compensatory damages in an amount to be proven at trial.

123. DEFENDANTS' conduct in terminating PLAINTIFF for exercising his CFRA rights and complaining about discriminatory and retaliatory treatment was malicious, oppressive, and carried out with willful and conscious disregard of PLAINTIFF's rights, thereby warranting punitive and exemplary damages pursuant to Civil Code § 3294. DEFENDANTS' conduct constituted despicable conduct within the meaning of Civil Code § 3294(c)(1) that was carried on by DEFENDANTS with a willful and conscious disregard of PLAINTIFF's rights and with knowledge of the probable harmful consequences to PLAINTIFF. DEFENDANTS' conduct was particularly egregious, despicable, and demonstrated conscious disregard of PLAINTIFF's rights for the following reasons:

a) DEFENDANTS were explicitly aware that PLAINTIFF had exercised his protected statutory right to take twelve weeks of CFRA parental leave from August 12, 2025 through November 3, 2025 to bond with his newborn child, and DEFENDANTS knew that California law prohibits interference with and retaliation for the exercise of CFRA rights, yet DEFENDANTS deliberately chose to subject PLAINTIFF to immediate adverse action on his first day back from protected leave;

b) DEFENDANTS knew that PLAINTIFF had a nearly three-year track record of consistently receiving "3 - Meets High Expectations Consistently" ratings across all performance review cycles from Fall 2023 through Spring 2025, yet DEFENDANTS deliberately changed his Mid-Year 2025 performance rating from the proposed "3" rating to a "2" rating during his CFRA leave, timing the delivery of this negative rating for PLAINTIFF's first day back from bonding with his newborn child, demonstrating calculated intent to punish him for taking

protected leave;

c) DEFENDANTS knew that Kristin Goetterman, who served as PLAINTIFF's interim manager and actually supervised him during the February 1, 2025 through July 31, 2025 review period, had recommended a "3 - Meets High Expectations Consistently" rating and stated she was "giving [PLAINTIFF] the benefit of the doubt," yet DEFENDANTS deliberately authorized Caitlin Oswald, who never supervised PLAINTIFF during the review period, to override that rating and downgrade PLAINTIFF to a "2" while he was on protected leave, demonstrating deliberate manipulation of the performance review process to manufacture justification for retaliation;

d) DEFENDANTS deliberately exploited PLAINTIFF's vulnerability as a new father who had just returned from bonding with his newborn child by immediately subjecting him to threats to his job security, including six explicit employment warnings within 28 days stating his "employment is at risk" or that his "continued employment depends on immediate and sustained improvement," knowing that such threats would cause severe emotional distress to an employee attempting to balance new parental responsibilities with the sudden prospect of job loss;

e) DEFENDANTS acted with deliberate calculation and premeditation by changing PLAINTIFF's performance rating during his CFRA leave, timing the negative review for his first day back, and then systematically escalating adverse actions over the following five weeks by sending six employment warnings in 28 days in a manner designed to create a false paper trail of performance deficiencies to provide pretextual cover for the predetermined decision to terminate PLAINTIFF in retaliation for his exercise of CFRA rights;

f) DEFENDANTS knew that PLAINTIFF had made multiple detailed complaints to Human Resources on November 6, 2025, November 18, 2025, November 19, 2025, November 25, 2025, and December 8, 2025 expressly raising concerns about the timing and nature of the adverse treatment he received immediately upon returning from CFRA leave, including PLAINTIFF's explicit statement that "the timing and intensity of this feedback, coming shortly after [his] return from protected parental leave, is highly concerning from an optics

standpoint," yet DEFENDANTS deliberately dismissed these complaints, refused to conduct any meaningful investigation, and instead escalated the adverse treatment culminating in PLAINTIFF's termination, demonstrating conscious disregard of PLAINTIFF's clearly articulated concerns about unlawful retaliation;

g) DEFENDANTS knew or should have known that the alleged performance deficiencies cited as grounds for the negative rating and termination were factually inaccurate, including the false claim of "over 100 unassigned accounts" when PLAINTIFF's July 7, 2025 bandwidth review documented 28 unassigned accounts, and the criticism of PLAINTIFF's performance review writing based on training standards that were taught on August 20, 2025 after PLAINTIFF went on leave, yet DEFENDANTS deliberately used these fabricated and exaggerated performance issues to provide pretextual justification for the retaliatory termination, demonstrating conscious knowledge of the falsity of the stated reasons;

h) DEFENDANTS deliberately ignored PLAINTIFF's detailed, documented rebuttals demonstrating that each alleged performance deficiency was either factually inaccurate or based on standards that did not exist during the review period, and instead of acknowledging this evidence or investigating PLAINTIFF's concerns, DEFENDANTS continued to escalate threats against him through six employment warnings in 28 days, demonstrating conscious disregard of evidence proving the pretextual nature of the stated performance concerns;

i) DEFENDANTS deliberately refused PLAINTIFF's reasonable requests for manager reassignment and neutral HR presence in meetings with Caitlin Oswald despite receiving detailed documentation of the breakdown in the working relationship and PLAINTIFF's statement that "I do not feel safe or supported entering another 1:1 meeting without HR present," demonstrating deliberate indifference to PLAINTIFF's clearly expressed concerns about ongoing retaliatory treatment and conscious decision to enable continued retaliation;

j) DEFENDANTS subjected PLAINTIFF to six explicit employment warnings within 28 days between November 14, 2025 and December 11, 2025, beginning just eleven days after his return from CFRA leave and only eight days after his first complaint to Human Resources, with nearly identical language in five of the six warnings and the final warning coming one

day before his termination, knowing that such relentless threats would cause severe emotional distress and create a coercive environment designed to force PLAINTIFF out of his employment, demonstrating deliberate infliction of emotional harm through a calculated campaign of intimidation;

k) DEFENDANTS deliberately denied PLAINTIFF any progressive discipline, written warnings, formal corrective action plans, or performance improvement plan despite company policies and industry standards providing for such progressive discipline before termination, and when PLAINTIFF specifically asked during his termination meeting why he was not being given a performance improvement plan, DEFENDANTS' representatives stated that employees with "sizable gaps" in performance were not given PIPs, demonstrating that DEFENDANTS had predetermined the decision to terminate PLAINTIFF rather than engage in good faith performance management and demonstrating conscious intent to deprive PLAINTIFF of any meaningful opportunity to address the fabricated performance concerns;

l) DEFENDANTS used the retaliatory "2" performance rating that was delivered on PLAINTIFF's first day back from CFRA leave to block PLAINTIFF from pursuing a lateral transfer to the Account Management team that DEFENDANTS had offered to PLAINTIFF before he took CFRA leave, knowing that this would eliminate PLAINTIFF's career advancement opportunities and further harm him, demonstrating calculated use of the fabricated performance rating to inflict additional retaliation;

m) DEFENDANTS terminated PLAINTIFF's employment on December 12, 2025, one day after the sixth employment warning and approximately five weeks after his return from twelve weeks of CFRA parental leave bonding with his newborn child and approximately one month after his first complaint to Human Resources about discriminatory treatment, knowing that the termination would cause PLAINTIFF to lose his salary of approximately $141,000 per year, forfeit 1,471 unvested RSUs valued at approximately $80,340, lose his target annual bonus of approximately $14,990.40 per year, and lose all employment benefits at a time when he had a newborn child and increased family financial responsibilities, demonstrating conscious disregard of the severe financial and emotional harm that would result;

n) DEFENDANTS acted with full knowledge that their conduct violated clearly established California law protecting employees' rights to take CFRA leave and to complain about discriminatory treatment, as evidenced by DEFENDANTS' sophistication as a large employer with dedicated human resources personnel, DEFENDANTS' approval of PLAINTIFF's CFRA leave demonstrating knowledge of CFRA requirements, and PLAINTIFF's explicit complaints to Human Resources raising concerns about the timing and legality of the adverse treatment, yet DEFENDANTS deliberately proceeded with the retaliatory termination in conscious disregard of these legal protections; and

o) DEFENDANTS' conduct was particularly despicable because it targeted PLAINTIFF during one of the most vulnerable and important periods of his life, immediately after he exercised his fundamental statutory right to bond with his newborn child, and deliberately exploited this vulnerability by threatening his employment six times in 28 days and ultimately terminating him while he was attempting to balance new parental responsibilities, causing severe financial hardship and emotional distress to PLAINTIFF and his young family, conduct that is base, vile, and contemptible under any reasonable standard of human decency.

124. DEFENDANTS' conduct was authorized, ratified, and condoned by DEFENDANTS' officers, directors, and managing agents who possessed substantial independent discretionary authority over significant aspects of DEFENDANTS' business and PLAINTIFF's employment, and who had advance knowledge of the facts giving rise to the punitive conduct and consciously disregarded PLAINTIFF's rights. Specifically, Caitlin Oswald (Director, Technical Account Management, with substantial independent discretionary authority to hire, terminate, discipline, and manage employees including PLAINTIFF, to make final decisions regarding performance evaluations and performance management for her direct reports, and to recommend terminations to executive leadership, acting as a managing agent within the meaning of Civil Code § 3294(b)) had advance knowledge of the following facts and consciously disregarded PLAINTIFF's rights:

a) Oswald had advance knowledge that PLAINTIFF had taken CFRA leave from August 12, 2025 through November 3, 2025 to bond with his newborn child;

b) Oswald had advance knowledge that Kristin Goetterman had recommended a "3 - Meets

High Expectations Consistently" rating for PLAINTIFF's Mid-Year 2025 review;

c) Oswald had advance knowledge of PLAINTIFF's consistent track record of "3 - Meets High Expectations Consistently" ratings throughout his entire employment prior to taking CFRA leave;

d) Oswald had advance knowledge that she herself had never supervised PLAINTIFF during the February 1, 2025 through July 31, 2025 review period;

e) Despite this advance knowledge, Oswald deliberately overrode Goetterman's "3" recommendation and downgraded PLAINTIFF to a "2 - Sometimes Meets High Expectations" rating while PLAINTIFF was on protected CFRA leave;

f) Oswald deliberately timed the delivery of this negative rating for PLAINTIFF's first day back from bonding with his newborn child on November 4, 2025;

g) Oswald deliberately subjected PLAINTIFF to six explicit employment warnings within 28 days between November 14, 2025 and December 11, 2025, just eleven days after his return from CFRA leave, repeatedly stating "your employment is at risk" and "your continued employment at Rippling depends on immediate and sustained improvement";

h) Oswald had advance knowledge of PLAINTIFF's multiple detailed complaints to Human Resources beginning November 6, 2025 expressly raising concerns about the timing and retaliatory nature of the adverse treatment he received immediately upon returning from CFRA leave, including PLAINTIFF's explicit statement on November 25, 2025 that "the timing and intensity of this feedback, coming shortly after [his] return from protected parental leave, is highly concerning from an optics standpoint";

i) Despite receiving PLAINTIFF's complaints, Oswald deliberately continued to escalate adverse actions against PLAINTIFF including sending additional threatening emails through December 11, 2025, one day before his termination;

j) Oswald refused PLAINTIFF's requests for manager reassignment despite the documented breakdown in their working relationship and PLAINTIFF's detailed rebuttals demonstrating the inaccuracy of her performance criticisms;

k) Oswald had advance knowledge of PLAINTIFF's detailed, documented rebuttals

demonstrating that each alleged performance deficiency was either factually inaccurate or based on standards that did not exist during the review period, yet deliberately ignored this evidence and continued to escalate employment threats;

l) Oswald ultimately authorized, recommended, and participated in the decision to terminate PLAINTIFF's employment on December 12, 2025, one day after the sixth employment warning and approximately five weeks after his return from CFRA leave and one month after his first complaint to Human Resources, without providing PLAINTIFF any progressive discipline, written warnings, or performance improvement plan; and

m) All of Oswald's conduct demonstrates willful and conscious disregard of PLAINTIFF's clearly established CFRA rights and his protected complaints about discriminatory and retaliatory treatment, and demonstrates that the adverse actions, including the pattern of six employment warnings in 28 days culminating in termination, were deliberately calculated to punish PLAINTIFF for exercising his statutory right to bond with his newborn child and for complaining about unlawful retaliation.

125. DEFENDANTS' unlawful conduct was not the result of rogue employee behavior but rather reflected decisions made and approved by DEFENDANTS' management with substantial independent discretionary authority over PLAINTIFF's employment, demonstrating corporate-level malice, oppression, and conscious disregard of PLAINTIFF's rights.

126. PLAINTIFF is entitled to compensatory damages for all economic and non-economic losses, punitive damages to punish DEFENDANTS and deter similar conduct, and reasonable attorney's fees and costs to the extent permitted by applicable law.

FOURTH CAUSE OF ACTION

Failure to Prevent Discrimination and Retaliation (Gov. Code § 12940(k))

(Against All DEFENDANTS)

127. PLAINTIFF re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

128. At all relevant times, California Government Code § 12940(k) was in full force and effect and required employers to take all reasonable steps necessary to prevent discrimination and

retaliation from occurring in the workplace. This statutory duty applies to discrimination and retaliation based on any protected characteristic or protected activity, including discrimination and retaliation related to CFRA leave and the exercise of statutory rights.

129. As alleged herein, DEFENDANTS engaged in discrimination and retaliation against PLAINTIFF based on his exercise of CFRA rights, his taking of CFRA baby-bonding leave, and his complaints about discriminatory and retaliatory treatment, in violation of California Government Code §§ 12945.2(l), 12940(h), and related provisions of the California Fair Employment and Housing Act.

130. DEFENDANTS knew or should have known of the risk that their managers, supervisors, and human resources personnel would discriminate and retaliate against employees who take CFRA leave and who complain about discriminatory treatment related to such leave, including PLAINTIFF. DEFENDANTS were on actual notice of this risk through the following specific facts:

a) PLAINTIFF's taking of CFRA baby-bonding leave from August 12, 2025 through November 3, 2025 which placed PLAINTIFF in a protected class of employees exercising statutory rights;

b) The timing of PLAINTIFF's negative performance review being delivered on his first day back from CFRA leave on November 4, 2025 which should have alerted DEFENDANTS to potential unlawful conduct;

c) PLAINTIFF's explicit complaints to Human Resources on November 6, 2025, November 18, 2025, November 19, 2025, and November 25, 2025 regarding discriminatory and retaliatory treatment he received upon returning from CFRA leave;

d) PLAINTIFF's detailed written complaints documenting factual rebuttals to the alleged performance deficiencies and explaining the timing and nature of the adverse treatment in relation to his CFRA leave;

e) PLAINTIFF's explicit statement that "the timing and intensity of this feedback, coming shortly after [his] return from protected parental leave, is highly concerning from an optics standpoint" which was acknowledged by Human Resources in their December 9, 2025 response;

f) PLAINTIFF's repeated requests for manager reassignment and neutral HR presence in meetings demonstrating his concerns about ongoing discriminatory and retaliatory treatment; and

g) The pattern of six explicit employment warnings sent to PLAINTIFF within 28 days, which should have alerted DEFENDANTS to the retaliatory campaign being waged against an employee who had just returned from CFRA leave and complained about discriminatory treatment.

131. Despite this actual knowledge and notice, DEFENDANTS failed to take all reasonable steps necessary to prevent discrimination and retaliation against PLAINTIFF. Reasonable steps DEFENDANTS should have taken to prevent discrimination and retaliation included, without limitation:

a) Implementing and enforcing clear written policies prohibiting discrimination and retaliation based on CFRA leave, exercise of statutory rights, and complaints about unlawful employment practices;

b) Training managers, supervisors, and human resources personnel including Caitlin Oswald, Kristin Goetterman, and Leighton Martin regarding employees' CFRA rights, the prohibition against discrimination and retaliation for exercising those rights, and the heightened scrutiny required for adverse employment actions taken shortly after an employee returns from protected leave;

c) Establishing procedures to ensure that performance evaluations and employment decisions affecting employees returning from CFRA leave are reviewed for potential discriminatory or retaliatory intent particularly when such decisions represent a dramatic departure from the employee's established performance record;

d) Conducting a prompt, thorough, and objective investigation of PLAINTIFF's complaints of discrimination and retaliation including reviewing the factual accuracy of the alleged performance deficiencies, examining the timing of adverse actions in relation to PLAINTIFF's CFRA leave, and assessing whether the stated reasons for adverse treatment were pretextual;

e) Taking immediate corrective action upon learning of PLAINTIFF's complaints including suspending any adverse employment actions pending investigation, providing PLAINTIFF with neutral HR oversight as he requested, and considering manager reassignment to address the breakdown in the working relationship;

f) Supervising and monitoring Caitlin Oswald's conduct toward PLAINTIFF after receiving multiple complaints about her treatment of him including reviewing her written communications threatening PLAINTIFF's employment six times in 28 days and ensuring compliance with anti-retaliation laws;

g) Reviewing and investigating PLAINTIFF's detailed, documented rebuttals demonstrating that the alleged performance deficiencies were factually inaccurate or based on standards that did not exist during the review period, and taking corrective action based on this evidence; and

h) Implementing safeguards to prevent termination decisions affecting employees who have recently returned from CFRA leave and who have complained about discriminatory treatment including requiring senior management review and approval of such decisions, and carefully reviewing and if necessary preventing or correcting the decision to terminate PLAINTIFF approximately five weeks after his return from CFRA leave and shortly after his complaints to Human Resources particularly given his consistent track record of satisfactory performance prior to his leave.

132. DEFENDANTS failed to take these and other reasonable steps. To the contrary, DEFENDANTS allowed Caitlin Oswald to deliver a negative performance review to PLAINTIFF on his first day back from CFRA leave despite her lack of supervision of PLAINTIFF during the review period and the dramatic departure from his consistent track record of "3" ratings; allowed Caitlin Oswald to repeatedly threaten PLAINTIFF's employment in writing through six explicit employment warnings within 28 days stating that his "employment is at risk" and that his "continued employment at Rippling depends on immediate and sustained improvement" beginning just eleven days after PLAINTIFF first complained to Human Resources; dismissed PLAINTIFF's detailed factual rebuttals and complaints about discriminatory treatment with Human Resources effectively

siding with Caitlin Oswald in the December 9, 2025 email and refusing PLAINTIFF's request for manager reassignment; failed to conduct any meaningful investigation into PLAINTIFF's complaints of discrimination and retaliation or his documented evidence refuting the performance criticisms, instead accepting Caitlin Oswald's subjective characterizations of PLAINTIFF's work without examining the factual accuracy of her claims or the timing of her adverse actions; failed to review or investigate the pattern of six employment warnings sent to PLAINTIFF in 28 days, which should have alerted DEFENDANTS to a retaliatory campaign; failed to provide PLAINTIFF with the neutral HR presence he requested in meetings with Caitlin Oswald until after the decision to terminate him had already been made; allowed DEFENDANTS' managing agents including Caitlin Oswald, Leighton Martin, and others to ratify and approve the decision to terminate PLAINTIFF shortly after his return from CFRA leave and his complaints to HR demonstrating management-level failure to prevent unlawful conduct; and terminated PLAINTIFF on December 12, 2025, one day after the sixth employment warning and approximately five weeks after PLAINTIFF's return from CFRA leave and shortly after his complaints to Human Resources without providing any progressive discipline or performance improvement plan demonstrating deliberate failure to prevent retaliation.

133. DEFENDANTS' failure to take reasonable steps to prevent discrimination and retaliation directly resulted in PLAINTIFF being subjected to ongoing discriminatory and retaliatory conduct culminating in his wrongful termination. Had DEFENDANTS taken reasonable preventive steps, including conducting a proper investigation of PLAINTIFF's complaints, suspending adverse actions pending investigation, reviewing PLAINTIFF's documented evidence refuting the performance criticisms, and providing oversight of Caitlin Oswald's conduct including the pattern of six employment warnings in 28 days, PLAINTIFF would not have been subjected to the escalating adverse treatment and ultimate termination.

134. As a direct and proximate result of DEFENDANTS' failure to take all reasonable steps necessary to prevent discrimination and retaliation, in violation of California Government Code § 12940(k), PLAINTIFF has suffered and continues to suffer lost wages in the amount of approximately $141,000 per year, lost target annual bonus of approximately $14,990.40 per year, forfeiture of 1,471 unvested RSUs valued at approximately $80,340, lost employment benefits

including health insurance, dental insurance, vision insurance, life insurance, disability insurance, and retirement plan contributions, loss of earning capacity, loss of future earnings and benefits, and other economic damages, as well as severe emotional distress, humiliation, embarrassment, anxiety, depression, mental anguish, physical manifestations of stress including ulcerative colitis flare-up, damage to professional reputation, loss of enjoyment of life, and other non-economic damages in an amount to be proven at trial.

135. DEFENDANTS' failure to prevent discrimination and retaliation was a substantial factor in causing PLAINTIFF's harm and was malicious, oppressive, and committed in conscious disregard of PLAINTIFF's rights. DEFENDANTS received explicit complaints from PLAINTIFF about discriminatory and retaliatory treatment, yet failed to investigate, failed to take corrective action, and instead allowed the adverse treatment to escalate through six employment warnings in 28 days and culminate in PLAINTIFF's wrongful termination. Such conduct justifies an award of punitive and exemplary damages pursuant to Civil Code § 3294, subdivision (b).

136. PLAINTIFF is entitled to all remedies available under FEHA, including but not limited to reinstatement to his former position or front pay in lieu of reinstatement, back pay and benefits from the date of termination forward, compensatory damages for emotional distress and other non-economic losses, punitive and exemplary damages as warranted, injunctive relief to prevent future violations, and reasonable attorney's fees and costs pursuant to California Government Code § 12965, subdivision (b).

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for judgment against all DEFENDANTS, and each of them, as follows:

1. For compensatory economic damages, including past and future lost wages, lost earnings, lost employment benefits, and loss of earning capacity, according to proof;
2. For all compensation owed under employment contracts or agreements, forfeited or unvested equity compensation, earned bonuses, and all other economic losses proximately caused by DEFENDANTS' unlawful conduct, according to proof;
3. For compensatory non-economic damages, including emotional distress, mental

anguish, humiliation, embarrassment, anxiety, depression, physical manifestations of stress, damage to professional reputation, and loss of enjoyment of life, according to proof;

4. For punitive and exemplary damages pursuant to Civil Code § 3294 in an amount sufficient to punish DEFENDANTS and deter similar conduct, according to proof;

5. For equitable relief, including reinstatement to PLAINTIFF's former position as Manager, Technical Account Management, or front pay in lieu of reinstatement, and for injunctive relief prohibiting DEFENDANTS from engaging in discriminatory and retaliatory conduct;

6. For prejudgment interest at the legal rate on all damages from the date each amount became due;

7. For reasonable attorney's fees and costs pursuant to Government Code § 12965(b) and any other applicable law; and

8. For such other and further relief as the Court deems just and proper.

Dated: February 18, 2026

OPTIMUM EMPLOYMENT LAWYERS, PC

By: _____

Dean S. Ho, Esq.
Attorney for Plaintiff
DAVID BEHAR

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial.

Dated: February 18, 2026

OPTIMUM EMPLOYMENT LAWYERS, PC

By: _____

Dean S. Ho, Esq.
Attorney for Plaintiff
DAVID BEHAR

EXHIBIT A

STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency
GAVIN NEWSOM, GOVERNOR

Civil Rights Department
KEVIN KISH, DIRECTOR

651 Bannon Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

February 18, 2026

RE: **Notice of Filing of Discrimination Complaint**
CRD Matter Number: 202602-33649818
Right to Sue: Behar / People Center, Inc. dba Rippling

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. You may contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlinerequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department

STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency
GAVIN NEWSOM, GOVERNOR

Civil Rights Department
KEVIN KISH, DIRECTOR

651 Bannon Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

February 18, 2026

David Behar
7545 Irvine Center Dr.
Irvine, 92618

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202602-33649818
Right to Sue: Behar / People Center, Inc. dba Rippling

Dear David Behar:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective February 18, 2026 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlinerequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

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After receiving a Right-to-Sue notice from CRD, you may have the right to file your complaint with a local government agency that enforces employment anti-discrimination laws if one exists in your area that is authorized to accept your complaint. If you decide to file with a local agency, you must file before the deadline for filing a lawsuit that is on your Right-to-Sue notice. Filing your complaint with a local agency does not prevent you from also filing a lawsuit in court.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)

In the Matter of the Complaint of
David Behar CRD No. 202602-33649818

Complainant,

vs.

People Center, Inc. dba Rippling
430 California Street, Floor 11
San Francisco, CA 94104

Respondents

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1. Respondent **People Center, Inc. dba Rippling** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant **David Behar**, resides in the City of **Irvine,** State of **.**

3. Complainant alleges that on or about **December 15, 2025**, respondent took the following adverse actions:

Complainant was discriminated against because of complainant's family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies and as a result of the discrimination was terminated, reprimanded, denied any employment benefit or privilege, denied work opportunities or assignments, denied or forced to transfer, given additional work responsibilities or assignments.

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment, requested or used family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies and as a result was terminated, reprimanded, denied any employment benefit or privilege, denied work opportunities or assignments, denied or forced to transfer, given additional work responsibilities or assignments.

Date Filed: February 18, 2026

Additional Complaint Details: Complainant was retaliated against for taking 12 weeks of CFRA parental leave (August 12–November 3, 2025) to bond with his newborn child. On his first day back, he received his first-ever negative performance review (downgraded from prior consistent “3” ratings to a “2”) and was immediately placed under intensive performance scrutiny. Over the next five weeks, he received multiple written warnings that his job was at risk, his team was reduced from 6–10 to 2 direct reports, and a pre-leave transfer opportunity was effectively withdrawn. He complained to HR several times about the timing and pretextual nature of this treatment, and he was terminated in December 2025, roughly one month after his first HR complaint and shortly after returning from CFRA leave.

Date Filed: February 18, 2026

VERIFICATION

I, **Dean S. Ho**, am the **Attorney** in the above-entitled complaint. I have read the foregoing complaint and know the contents thereof. The matters alleged are based on information and belief, which I believe to be true. The matters alleged are based on information and belief, which I believe to be true.

On February 18, 2026, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Irvine, CA

Date Filed: February 18, 2026