

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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MARCELLA GIFT,

Plaintiff,

-against-

TEACHERS INSURANCE AND ANNUITY
ASSOCIATION OF AMERICA,

Defendant.

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Docket No. _____

COMPLAINT

Plaintiff Marcella Gift, by and through her attorneys, The Law Firm of Adam C. Weiss, PLLC, as and for her Verified Complaint against Defendant Teachers Insurance and Annuity Association of America (“TIAA” or “Defendant”), alleges as follows:

INTRODUCTION

1. Plaintiff Marcella Gift brings this action against her former employer, Teachers Insurance and Annuity Association of America (“TIAA”), for race and sex discrimination, retaliation, whistleblower retaliation, FMLA interference and retaliation, and ERISA violations in violation of Title VII of the Civil Rights Act of 1964, the New York State Human Rights Law, the New York City Human Rights Law, the New York Labor Law (including §§ 740 and 215), the Family and Medical Leave Act, and the Employee Retirement Income Security Act.

2. Ms. Gift, the only Black female Managing Director in TIAA's Enterprise Strategy and Planning Team, created and led TIAA's New Business Initiatives Assessment (“NBIA”) program. The NBIA program is TIAA's enterprise-wide governance and control program that ensures the safety, soundness, regulatory compliance, and end-to-end operational readiness of all

new and materially modified products, services, capabilities, partnerships, and investment advice tools (“initiatives”) offered to TIAA clients in connection with Retirement and Wealth Management assets, including 401(k), 403(b), 457(b), and IRA products. The program is registered as a key control program in TIAA's Archer risk management system, was internally audited in Q1 2025, was formally submitted to the New York Department of Financial Services (“NYDFS”) in April 2025 as TIAA's key mitigant for product safety and soundness risk, and, is contractually required under TIAA's Master Services Agreement (“MSA”) with Accenture. The pipeline grew under Ms. Gift's leadership from 22 initiatives in 2022 to 57 initiatives by mid-2025, supporting Retirement, Wealth, and other lines of business projected to bring in over \$25 billion in additional assets.

3. Despite managing the most critical and regulated function in her department, Ms. Gift was systematically denied resources while similarly situated white colleagues received superior staffing for less critical work. Through intentional acts of exclusion, her team's needs and the resulting risks were kept out of Executive documents — including the Quarterly Business Unit Review (“BUR”) and NBIA Committee deck presented to senior leadership — to ensure the staffing requests and associated risks did not reach the appropriate audience.

4. After Ms. Gift raised concerns about regulatory compliance failures and operational risks through proper internal channels, TIAA retaliated by hiding her risk documentation from senior leadership and regulators, then issuing a pretextual written warning days before her three-year vesting milestone on June 27, 2025. The warning placed Ms. Gift on a 60-day evaluation period, required her to disclose the warning to any internal hiring manager (effectively curtailing internal mobility), threatened her vesting and earned bonuses, and ordered her to dismantle the very control program she had created to protect TIAA from regulatory violations and to ensure the

safety, soundness, and operational readiness of products, services, and other offerings to TIAA clients.

5. During Ms. Gift's FMLA leave (July 28, 2025 to October 20, 2025), TIAA engaged in a coordinated campaign to downgrade the standard and structure of the NBIA program. To justify these activities to stakeholders, misinformation was spread about the program — falsely asserting that there were many duplicative and redundant activities and that Ms. Gift had been doing things she should not have been doing. TIAA also caused a misrepresenting message to be inserted into a meeting cancellation issued from Ms. Gift's own calendar on September 24, 2025, conveying false information to NBIA Committee members under Ms. Gift's name and without her knowledge.

6. Upon Ms. Gift's return on October 20, 2025, TIAA continued its retaliatory campaign. Ms. Gift was suddenly transferred to report to a different manager, Lisa Fragale, effective November 3, 2025, and once again denied additional headcount despite materialized failures across the program that proved Ms. Gift's earlier warnings correct.

7. On November 17, 2025, one month after Ms. Gift returned from FMLA leave and one month after TIAA was notified that Ms. Gift had filed a whistleblower complaint with the NYDFS, TIAA terminated Ms. Gift's employment under the pretext of “streamlining governance to eliminate duplicative processes.” As of the filing of this Complaint — more than five months after the termination — the structure of the NBIA control program remains unchanged, no duplicative processes have been identified or eliminated, and no new operating model has been produced. The “restructuring” rationale was a pretext to remove the whistleblower.

8. On March 26, 2026, TIAA terminated Ms. Gift's sole remaining direct report and corroborating witness, Director Rachel Desamours — a high-performing Black female Director — under the same “restructuring” pretext. Ms. Desamours had supported Ms. Gift's escalations and had refused, while Ms. Gift was on FMLA leave, to participate in the dismantling of the NBIA program at the direction of her then-supervisor. With the terminations of both Ms. Gift and Ms. Desamours, the only two people with the expertise to operate the program TIAA represented to NYDFS as its key product safety mitigant are no longer at TIAA, and the program is inoperable in practice.

9. Ms. Gift's predicted failures materialized exactly as she had warned. In September 2025, Accenture informed TIAA that it could not meet the October 2025 build deadline necessary for the November 2025 launch of MyChoice MYGA. The launch was delayed, technology scope reduced, internal TIAA technology resources had to be redeployed from other critical initiatives, and SIA Annuity Automation (an impacted critical initiative), launched in early Q4 2025 without proper end-to-end testing — resulting in regulatory violations relating to the provision of retirement illustrations to participants. The TIAA Board of Directors was not made aware of critical problems with the overall TIAA/ Accenture partnership until September 2025.

PARTIES

10. Plaintiff Marcella Gift is a Black woman who, at all relevant times prior to her termination on November 17, 2025, was an individual residing in New York. From June 27, 2022, through November 17, 2025, she was employed by TIAA as Managing Director and Head of the NBIA program.

11. Defendant TIAA is a financial services organization headquartered at 730 Third Avenue, New York, New York 10017. TIAA is a New York-domiciled life insurance company subject to the New York Insurance Law and to NYDFS supervision.

12. Defendant was at all relevant times an employer within the meaning of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq.; the New York State Human Rights Law (“NYSHRL”), Executive Law § 290 et seq.; the New York City Human Rights Law (“NYCHRL”), Administrative Code § 8-101 et seq.; New York Labor Law §§ 740 and 215; the Family and Medical Leave Act (“FMLA”), 29 U.S.C. § 2611 et seq.; and the Employee Retirement Income Security Act (“ERISA”), 29 U.S.C. § 1001 et seq.

JURISDICTION AND VENUE

13. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 because Plaintiff’s claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq.; the Family and Medical Leave Act, 29 U.S.C. § 2611 et seq.; and the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq., arise under the laws of the United States. This Court has supplemental jurisdiction over Plaintiff’s state and city law claims pursuant to 28 U.S.C. § 1367(a) because those claims are so related to the federal claims that they form part of the same case or controversy under Article III of the United States Constitution.

14. Venue is proper in the Southern District of New York pursuant to 28 U.S.C. § 1391(b)(1) and (2) because Defendant resides in this District, a substantial part of the events or omissions giving rise to the claims occurred in this District, and Defendant maintains its principal place of business in New York County, New York. Venue is also proper under 42 U.S.C. § 2000e-5(f)(3)

because the unlawful employment practices alleged herein were committed in this District and the relevant employment records are maintained and administered in this District.

15. This Court has personal jurisdiction over Defendant because Defendant maintains its principal place of business in New York, New York, regularly transacts business within this District, and the events giving rise to this action occurred within this District.

EXHAUSTION OF ADMINISTRATIVE REMEDIES

16. On or about November 2025, Plaintiff filed a timely Charge of Discrimination against TIAA with the U.S. Equal Employment Opportunity Commission (“EEOC”), Charge No. 520-2026-01357, alleging race and sex discrimination and retaliation in violation of Title VII of the Civil Rights Act of 1964.

17. The EEOC issued the Plaintiff a Notice of Right to Sue with respect to Charge No. 520-2026-01357, dated March 18, 2026, and received by Plaintiff on April 20, 2026. A copy of the Notice of Right to Sue is annexed hereto as **EXHIBIT A** and is incorporated by reference.

18. This action is timely commenced within ninety (90) days of Plaintiff's receipt of the Notice of Right to Sue.

19. Concurrently with the filing of this Complaint, Plaintiff is serving a copy of this Complaint upon the New York City Commission on Human Rights and the Office of the Corporation Counsel of the City of New York pursuant to N.Y.C. Administrative Code § 8-502(c).

20. On October 17, 2025, Plaintiff's counsel notified TIAA's Chief Ethics Officer Dennis Machado that Plaintiff had filed a whistleblower complaint with the NYDFS regarding the

conduct described herein. The Department of Financial Services commenced consideration of that complaint.

21. Plaintiff has satisfied all conditions precedent to the institution of this action and has exhausted all available administrative remedies.

FACTUAL ALLEGATIONS

A. Plaintiff's Background and the NBIA Program

22. Ms. Gift is a highly accomplished executive who joined TIAA from J.P. Morgan in June 2022. From December 2024 through November 2, 2025, she was the only Black female Managing Director in the Enterprise Strategy and Planning Team within the Chief Administrative Organization (“CAO”), and the most senior direct report to Geddes Golay. From November 3, 2025 to November 17, 2025, she was the only Black female Managing Director in the Strategy Deployment, Governance & Oversight Team within the CAO, and the most senior direct report to Lisa Fragale.

23. In June 2022, Ms. Gift was hired to create and lead the NBIA program, a governance framework designed to ensure end-to-end operational readiness, soundness, and regulatory compliance at launch of all new and materially modified products, services, capabilities, partnerships, and investment advice tools offered to clients in the management of Retirement and Wealth Management assets. These assets include but are not limited to 403(b), 401(k), 457(b), and IRA accounts, and TIAA's products are regulated by several regulatory bodies, including but not limited to the NYDFS, the SEC, and the Department of Labor (EBSA).

24. The need for the NBIA program was identified by the CEO of TIAA and other Executive Committee Leadership to address documented weaknesses in the existing product development

and launch framework. These weaknesses were illustrated by the significant problems in the launch of TIAA's RetirePlus retirement product in 2019 — a failure that cost TIAA over \$100 million in remediations (against an original ~\$10 million build budget), attracted significant regulatory attention, and required six years of work to address client complaints.

25. TIAA's stated goal is to become a “product-led” company, expected to bring in \$25 billion or more in additional assets over the next three to five years through these initiatives, and to expand TIAA's footprint beyond its core Non-Profit, Higher Education, Healthcare, and Government client base into the broader retail IRA and private sector 401(k) markets. TIAA started expansion into the 401(k) market through its SIA product suite, created for distribution through partnerships with other financial institutions. MyChoiceMYGA is one of a series of products and services intended to strengthen the retail IRA offerings. An integral part of achieving this expansion is the NBIA program, which ensures that TIAA launches viable, operationally ready, and sustainable products that are compliant with regulatory requirements and that act in the best interest of its clients.

26. The NBIA governance program operates as a formal enterprise-wide governance program and implementation framework at TIAA. It ensures evaluation rigor, engagement with subject matter experts in various disciplines, and a holistic end-to-end approach to launching initiatives. It is registered as a key control program in TIAA's Archer risk management system, and it is incorporated into TIAA's mandatory firm-wide training. The program has direct impact on TIAA's retirement business (401(k), 403(b), 457(b)), and other lines of business.

27. The NBIA governance program evaluates whether initiatives have met the requirements of each respective development stage through formal go/no-go approval tollgates requiring

documented sign-offs from senior executives before any initiative can launch. The final approval before launch is given by the NBIA Committee, which is comprised of the Executive Committee of TIAA and select direct reports. Since its implementation, none of the initiatives launched through the program have required remediations.

28. In late Q1 2025/ early Q2 2025, TIAA's Risk and Compliance organization submitted the NBIA program to the NYDFS in response to a regulatory examination question addressing concerns about revenue diversification risk, specifically: "Pursuing revenue diversification introduces the risk of overextending resources, entering unfamiliar markets, or launching untested products, which could lead to operational inefficiencies, regulatory non-compliance, or reputational damage." TIAA formally represented to the NYDFS that the NBIA program serves as a key mitigant to address these risks — directly implicating NYDFS's safety-and-soundness oversight.

29. Supporting NBIA documentation provided to NYDFS included the Q4 2024 NBIA Committee meeting presentation and meeting minutes. This material covered the 2025 goals for the NBIA program, which included the integration of Accenture oversight into the NBIA Governance model. This was intended to ensure enforcement of the terms laid out in the TIAA/Accenture Risk and Controls MSA signed in Q4 2024.

30. The NBIA program successfully passed its internal audit in Q1 2025, covering key controls for product development and governance processes for activity from January 2024 to December 2024.

31. The NBIA program is one of TIAA's control programs with which Accenture must comply, as set out in the TIAA/Accenture Master Services Agreement under Risk and Controls

and the NBIA Policy and Procedure Manual. These set out explicit obligations for compliance by Accenture and are meant to ensure robust oversight of the vendor by TIAA, with regard to development, launch, support, and monitoring of initiatives.

32. The NBIA team, led by Ms. Gift, and comprised of two people, managed a pipeline of over 50 active initiatives through the NBIA program, spanning the entire enterprise, including new product launches, material modifications to existing products and services, new capabilities, partnerships, and commercialization of TIAA Ventures investments. To be accepted into the pipeline, an initiative must meet the criteria for significance, which are: (1) sponsorship of the initiative from the relevant Executive Committee member, and (2) meeting the bar of new or materially modified as defined in the TIAA Product & Services Risk Policy. This policy is part of the Enterprise Risk Management Framework.

B. Disparate Staffing and Discriminatory Treatment

33. Despite managing the most critical, regulated, and audited function in the Enterprise Strategy and Planning Team, Ms. Gift had only two team members: herself and Ms. Rachel Desamours, a high-performing Black female Director hired by Ms. Gift in August 2023.

34. Similarly situated white colleagues in the same department led teams of 6 to 11 members for functions that posed little to no regulatory or operational risk to TIAA.

35. The Competitive Intelligence Team had 9 members led by a white Senior Director. The Strategic Consulting Team had 11 members led by a white Senior Director. The Integrated Strategic Planning Team had 6 members led by a white Senior Director.

36. None of these teams ran a control program that was registered with NYDFS, internally audited, or contractually required by major partnership agreements. None of them ensured

regulatory compliance for product launches or operational readiness across 50 active initiatives. None of them were responsible for formal initiative oversight, assessment, and approval from conception of an idea, through development, launch, and two years of post-launch monitoring.

37. The same disparity persisted after Ms. Gift's transfer in November 2025 to a new reporting line under Lisa Fragale, as described below. Within the new “Strategic Deployment, Governance and Oversight” organization, Ms. Gift was again the most senior person reporting to a manager (Fragale) who had recently been promoted to Senior Managing Director based in part on Ms. Gift reporting to her, mirroring what had occurred a few months earlier with Golay. Fragale's other two direct reports with teams were Senior Directors — both white. One had four direct reports; the other had six. Approximately one week before her termination, Ms. Gift asked Fragale about additional headcount for the NBIA team. Fragale responded that there was no plan to staff the team. The disparity in staffing thus continued through the date of Ms. Gift's termination.

38. Despite Ms. Gift providing detailed business cases for one additional internal headcount in February 2025 and March 2025, and despite expressed urgency, her manager Geddes Golay repeatedly failed to escalate the request or take action.

39. The additional staff member — termed the “Scaling and Growth Lead” — would focus mainly on creating and running the NBIA operating model for oversight of Accenture in the execution of its responsibilities per the MSA and the NBIA Policy and Procedure Manual for TIAA operational teams hired by Accenture. The role would also have responsibility for “Day 2” initiatives (enhancements for scaling and growth) and any other capacity needed.

40. From June 2022 to October 2024, Ms. Gift reported to Pam Feldstein. Feldstein led the Business Operations and Strategic Investments (“BOSI”) team within the Chief Operating Office. In April 2024, as part of an HR-required exercise, Ms. Gift performed a skills assessment for the NBIA team and added a role called the Scaling and Growth Lead. This additional staffing need was submitted at the end of 2024 as part of business planning for 2025.

41. When Ms. Gift was realigned to the Chief Administrative Organization, the headcount placeholder also moved with her, as confirmed by the HR Business Partner. The placeholder was confirmed in Workday. Due to movement to a new organization, Ms. Gift had to resubmit the business case.

42. On March 7, 2025, in a conversation with Golay and the HR Business Partner (“HRBP”), Ms. Gift again explained the business case for the additional resources. The HRBP agreed there was a clear business need and that, if Golay was supportive, Golay would take the request to Derek Ferguson, the Chief Administrative Officer of TIAA, who would then discuss it with the CEO. Golay responded that Feldstein had “a lot to say about the matter” and proposed that work could be reallocated to Rachel Desamours. Ms. Gift was concerned at Feldstein's continued interference four months after having left Feldstein's organization.

43. Ms. Gift had already raised concerns with HR about Feldstein's interference in late 2024 after the NBIA team's transition to the new organization had occurred.

44. On March 7, 2025, the HRBP requested that Ms. Gift send the business case to both him and Golay, which she did.

45. On March 10, 2025, Ms. Gift emailed the HRBP about Feldstein's interference, her uninformed suggestions, and the adverse impact following her advice would have on the

program's ability to deliver effectively. Ms. Gift was informed that there had been a discussion with Golay about the events that happened and about Golay taking direction from Feldstein.

46. On March 14, 2025, Ms. Gift had a scheduled weekly meeting with Golay. During the conversation, which Ms. Gift recorded for her protection, Golay refused her staffing requests. When she noted that members of his other teams had at least two people reporting to them, Golay's justification was that the other team members "meet with Thasunda, present to Thasunda, she knows all of their names, they have a demanding job." By using CEO Thasunda Brown Duckett's name recognition rather than business impact as the metric for resource allocation, Golay revealed that he valued visibility and social proximity to leadership over the actual importance and risk profile of the work.

47. Golay told Ms. Gift that in order to advocate for additional headcount for the team, he would need a stronger sense of assurance that it was solving a true business need.

48. Objective points raised by Ms. Gift to signal the importance of the team's work were minimized. These points included that inadequate staffing would render the NBIA team unable to execute oversight of Accenture and ensure Accenture's compliance with the MSA. They also included the fact that, in the NBIA Committee meeting in December 2024, which Golay attended, Ms. Gift had presented to the Executive Committee and other senior management that one of the goals of the NBIA program in 2025 was to incorporate Accenture into the NBIA program. Ms. Gift had also walked Golay through the NBIA portfolio to demonstrate the nature and volume of the work. Golay dismissed this information as "useful but not sufficient."

49. Golay's statement demonstrates that he did not value the NBIA program. Instead, he valued the work of his white direct reports based on their race and ability to gain name recognition.

50. This discriminatory attitude pervaded Golay's treatment of Ms. Gift. When presented with an array of facts on March 14, 2025, Golay dismissed the risks to the program, to TIAA, and the impact on Ms. Gift's team, demonstrating that he had not even reviewed or escalated the business case.

51. The discriminatory resource allocation created an impossible workload for Ms. Gift and Ms. Desamours. Managing over 50 active initiatives with only two team members required excessive hours, foregone oversight activities, and acceptance of risks that would be unacceptable in any properly resourced control program.

C. Coordinated Campaign of Isolation and Undermining

52. The discrimination escalated in late 2024 through a coordinated campaign of isolation and undermining led by Ms. Gift's former manager Pam Feldstein, with active participation by Golay and acquiescence by Executive Committee member Derek Ferguson.

53. In early November 2024, Ms. Gift had time off planned to rest from the stresses of the year. She had lost her father in December 2023 and taken FMLA to take care of family. On Ms. Gift's return to TIAA in January 2024, there was an intense schedule of high-priority products and partnerships launching before June 2024 through the NBIA program. There was also the remaining portfolio of initiatives to manage through the governance program.

54. On October 25, 2024, shortly before Ms. Gift took two weeks off, Feldstein informed Ms. Gift that the NBIA team would move to the Office of the CAO and that Ms. Gift would report

directly to Ferguson. Feldstein stated that she had not been part of the decision-making or discussion, but then quickly followed up with the statement that she did not think Ms. Gift should report to an Executive Committee member. She then proposed that Ms. Gift should report to Golay. Golay was Ms. Gift's peer who had only managed junior staff. He had no experience in risk, compliance, or controls and had also never run an enterprise-wide program. His lack of management experience of senior staff was confirmed by the HRBP a few months later in March 2025 when Ms. Gift voiced her concerns about his approach toward her as an experienced professional.

55. On October 28, 2024, Ms. Gift communicated to Ferguson that she would be away for two weeks and would have liked the opportunity to walk him through the NBIA program prior to her departure. Ferguson assured Ms. Gift that he would make no decisions during her two-week absence. While Ms. Gift was away, Feldstein orchestrated meetings about the NBIA program without Ms. Gift's knowledge or input.

56. Despite Ferguson's assurance, Feldstein convened secret meetings with Ferguson and Golay to reshape Ms. Gift's reporting structure and discuss the NBIA program's future. She was relentless in her efforts to ensure that discussions occurred before Ms. Gift's return on November 18, 2025.

57. Feldstein's white direct reports — Ms. Gift's peers — were permitted to speak directly about their areas to new leadership. Only Ms. Gift's work was presented by Feldstein in Ms. Gift's absence, despite Ms. Gift's explicit request to introduce her new team to the NBIA process herself as its author and expert.

58. Feldstein is not an expert in the NBIA program, did not create it, and was not involved in day-to-day operations or strategic direction. Her presentation led to a fundamental lack of understanding of the program's regulatory significance, contractual requirements, team structure, and recognition as a component of the enterprise risk management framework for products and services.

59. In January 2025, Ms. Gift had to address deliberately misrepresentative statements that Feldstein wrote in Ms. Gift's 2024 year-end review. She alerted HR Business Partner Kate Paladino to concerns about Feldstein's conversations in her absence.

60. Feldstein's interference continued four months after the organizational transition. On March 7, 2025, Golay mentioned in Ms. Gift's and the HRBP's presence that Feldstein had "some thoughts" about Ms. Gift's staffing requests that countered the need for additional resources for the team — a need that Feldstein had been aware of since 2024. She suggested reallocating work to Ms. Desamours, an implausible solution for a team with two people and 50+ initiatives.

61. Following the March 7, 2025 conversation, Ms. Gift raised concerns with the HRBP about Feldstein's continued interference and Golay's willingness to accept Feldstein's views rather than those of the program's creator and leader.

62. The inadequate staffing created serious compliance and operational risks for TIAA. Ms. Gift took protected actions to escalate these concerns through proper internal channels.

63. Given the pattern of behavior that Ms. Gift had started to see from Golay, she communicated to the HRBP that she did not feel professionally safe under Golay. She had

concerns about Ms. Desamours and herself being able to receive fair treatment for their work, contributions, and performance given his dismissive behavior and the lack of impartiality.

D. Protected Disclosures and Suppression of Risk Documentation

64. On March 20, 2025, Ms. Gift formally documented the resource crisis in TIAA's Archer risk management system, identifying threats to initiative coverage, vendor oversight as it related to the scope of the NBIA program, regulatory compliance, and operational readiness. Based on her own observations and those from Accenture partners and TIAA stakeholders, gaps were already forming and were having adverse impacts on initiatives, especially those scheduled for launch in the second half of 2025. In the Archer submission, she identified milestone dates by which remediation would need to occur, with the mitigant listed as additional headcount for the team. By April 2025, candidates would need to be identified, and by June 2025, the additional staff member would need to be in the seat.

65. In March 2025, Ms. Gift raised concerns through HR mediation, presenting audio recordings of discriminatory treatment including the March 14, 2025 conversation with Golay. The mediation was led by Dreama Thomas, who was not impartial in the conversation. Thomas asked Ms. Gift whether she was prepared to support Golay, despite the recording and the weekly meetings between Ms. Gift and Golay showing Ms. Gift's ongoing efforts to educate Golay about the purpose and needs of the NBIA program and the inherent risks to TIAA and TIAA's clients if the NBIA team were not able to fulfill its mandate. When Ms. Gift informed Thomas that she had logged the risk in Archer, Thomas asked, in substance, why Ms. Gift had done that and who had told her to.

66. Thomas informed Ms. Gift that she would continue to report to Golay and that Ferguson and Golay would not support the ask for additional headcount. Thomas added that Ferguson and Golay were willing to accept the risks as Golay explained them to Ferguson. Ms. Gift asked Thomas what risks Golay would have been able to explain to Ferguson given his own admitted lack of understanding of the program.

67. On March 31, 2025, Ms. Gift copied Ferguson and Golay on email correspondence with Risk and Compliance partners, in which she provided information requested for the submission to the NYDFS exam, citing the NBIA process as a risk mitigant for the company and outlining supporting documentation. This made clear that TIAA had represented the NBIA program to NYDFS as a key compliance and risk mitigation strategy.

68. On April 8, 2025, with the first Archer milestone approaching, Golay included risk partner Hayden Lee on Ms. Gift's weekly meeting to review the initiative list. Golay's intention was to use the conversation to artificially reduce the NBIA workload by removing initiatives from the NBIA pipeline. Ms. Gift advised that initiatives could not simply be removed and that Golay needed to have broader conversations with the Executive Committee and enterprise stakeholders.

69. Lee, who had no experience with the NBIA program, proposed that criteria for inclusion in the pipeline should be determined. Ms. Gift informed him that the criteria for new and materially modified products, services, and other initiative types was already defined and had been for many years. The criteria were codified in the TIAA Product & Services Risk Policy, which is owned by the Risk and Compliance Organization, in which Lee himself sits. The fact that Lee was not aware of this fact was an indication that he did not have the background or

knowledge to make any decisions about the NBIA program. Despite this crucial gap in understanding, over the coming months, Lee proceeded to make decisions that ignored proper risk monitoring protocols, supported Golay's obstruction of Ms. Gift's ability to do her job, and contributed to real-time failures foreshadowed by Ms. Gift.

70. Golay stated that the only way to solve the staffing problem was to reduce the number of initiatives, then after a long pause added: “or hire additional headcount, but I'm not sure about that; I still have questions about Day 2 initiatives.” Ms. Gift reminded him these were Executive Committee-sponsored initiatives, some strategically funded, and that the request was for one internal headcount at no additional cost to TIAA. Golay considered the importance to the Executive Committee of work delivered by his other teams; for Ms. Gift, this fact was irrelevant to him.

71. Ms. Gift advised Golay that he should think about his timeline in considering the staffing needs for the team, as the situation was negatively impacting the business. She reminded him that the planning season for 2026 was coming up and, with the growing book of work, the team needed to grow as well, unless his objective was to never staff the team beyond two people. A few months later, he attempted, through the threat of a written warning, to force Ms. Gift to diminish the NBIA program to a level that would only require a team of two people, despite the risk to TIAA and its clients.

72. Ms. Gift also advised Golay that he would need to discuss his resistance to adequately staffing the NBIA team — and the resulting impact on the operational readiness of initiatives — with Executive Committee members, especially the Head of Product & Business Development

and the Head of Wealth Management. Ms. Gift suggested this on many occasions; however, Golay was fully aware that a conversation of that nature would raise many questions.

73. On April 16, 2025, Lee received an email from the control partner assigned to the issue raised in Archer by Ms. Gift. The control partner laid out the objections raised by Golay and Lee for the issue entry: disagreement with the rating of the issue as “High” risk, and the continued intention to avoid remediation through additional staffing of the team. The control partner cited options in handling the issue given that the NBIA program was a key control program in oversight and operational readiness for TIAA. These options aligned with proper risk management and governance. The control partner had also advised Golay of the same. Monitoring of the impact of inadequate staffing was suggested if remediation was not on the table.

74. In April 2025, the NBIA team, along with other teams in the CAO, were asked to submit information for the Business Unit Review (“BUR”), an executive-level meeting attended by senior leaders of TIAA including the Executive Committee. Ms. Gift and Ms. Desamours submitted statistics about the NBIA program, including information regarding the excessive initiative loading versus target, gaps in Accenture oversight per the MSA, and the ongoing responsibility of identifying initiatives that have Accenture dependencies and the corresponding responsibilities of the NBIA team. Unbeknownst to both Ms. Gift and Ms. Desamours, all information related to staffing issues and Accenture responsibilities and activities were removed from the NBIA section of the CAO BUR document by Ferguson. This was one of many examples of Defendant's intentional acts to ensure that the staffing problems and associated risks did not reach the appropriate executive audience by exclusion from important executive documents and Business Unit reviews.

75. On May 19, 2025, the control partner acting as the liaison for the issue Ms. Gift raised in Archer informed Ms. Gift that the issue had been moved to “draft,” by Golay and Hayden Lee, which rendered it invisible from reporting. The reason given for this change in status was “disagree.”

76. In May 2025, within the same week as the issue raised by Ms. Gift being moved to “draft,” Ms. Gift reported to Ferguson, Golay, legal counsel, and Risk Management that both Accenture and TIAA partners were escalating: operating model gaps with NBIA, the absence of execution of the responsibilities for the NBIA program under the Master Services Agreement, and doubt in Accenture's ability to support upcoming Q4 2025 product and capability launches. She shared emails and documentation from TIAA and Accenture partners supporting these concerns and reported that the overall confusion was negatively impacting product development activities. The Accenture partner documented Accenture Operations Leadership’s concerns that “their teams will not be prepared to support new volume/ processes related to MYGA for a go-live of November”. This was a result of the lack of the NBIA staff member requested by Ms. Gift to centralize engagement, connect the dots, define and run the operating model, and perform the other responsibilities typical of the NBIA team.

77. Ms. Gift specifically warned that these failures compromised operations support and launch readiness, with particular concern for products and capabilities scheduled for Q3 and Q4 2025 launches. The specific examples named by Ms. Gift and partners were MyChoice MYGA, originally set to launch in October/ November 2025 (the first new IRA product to be launched by TIAA in the last ten years), and the SIA Annuitization Automation initiative.

78. Ms. Gift specifically warned that, without adequate NBIA oversight, TIAA faced another RetirePlus situation or other adverse consequences.

79. On May 20, 2025, MyChoice MYGA was presented by the product owners to the Product Governance Committee for Design Tollgate approval. For this tollgate, the work completed for the initiative is assessed across various criteria. The design tollgate approval is meant to affirm that the solution is well-designed, including readiness plans and risk assessments, and has received funding and resources.

80. In preparation for the Design Tollgate presentation on May 20, 2025, subject matter expert partners provided input and sign-off on the analysis, assessment, and output relevant to their area. Product risk and strategic risk partners identified one of the risks for MyChoice MYGA as product build and underlying technology being dependent on enterprise-wide coordination, and partnership with various teams and SMEs across the organization. Challenges existed due to ongoing reorganization, as well as the offboarding of critical technology staff to Accenture. This would lead to the risk of delay or inability to requisition adequate and consistent support from technology resources and may impact the timing and effectiveness of a product launch. It was determined that this led to high financial, reputational, and operational risk exposure.

81. On May 20, 2025, in the Design Tollgate presentation, risk partners named the NBIA Process as one of the mitigants for this risk through offering greater visibility and accountability for project planning, development, and execution. Of the mitigants listed, the NBIA process is the only one whose specific scope is the end-to-end operational readiness and regulatory

compliance of new and materially modified products. It is also the only process with go/no-go approval tollgates.

82. Risk partners recognized the NBIA process in a formal governance assessment and approval meeting as a mitigant for the financial, reputational, and operational risks associated with the launch of MyChoice MYGA.

83. Within the same week that the NBIA process was listed as a control to mitigate high-level risks for MyChoice MYGA, Lee and Golay were questioning the validity of Ms. Gift's raised issue that the governance and oversight gap for Accenture created by inadequate staffing was causing financial, reputational, and operational risks.

84. Within the Design Tollgate deck for MyChoice MYGA, Ms. Gift documented on the SME sign-off page the limited line of sight into related recordkeeping activity (Accenture) by the NBIA Team as a concern.

85. This limited line of sight was not just relevant to MyChoice MYGA; it was related to all initiatives going through the NBIA program that were impacted by Accenture. Their launch dates extended over multiple years and impacted not just IRA products but also retirement accounts to which ERISA law applies.

86. Rather than address Ms. Gift's legitimate compliance concerns, TIAA engaged in textbook whistleblower retaliation designed to silence her, hide the regulatory violations, oversight gaps, and operational problems she identified, and force her out.

87. In May 2025, Golay and Lee moved Ms. Gift's documented issue from active status to draft status in the Archer system, rendering it invisible to senior leadership, the Board of

Directors, and regulatory reporting. The only stated reason was “disagree.” It remained with this status through June 2025.

88. Despite being advised by the Archer liaison to speak with Ms. Gift for additional information, Lee never attempted to contact Ms. Gift or understand the basis for her risk documentation.

89. Moving Ms. Gift's risk documentation to draft status concealed material compliance failures from TIAA's Board and potentially from regulators who relied on TIAA's risk reporting. This implicated Sarbanes-Oxley compliance and TIAA's obligations to maintain accurate internal controls and financial reporting.

E. The Pretextual Written Warning and Threat to Vesting

90. On June 17, 2025, in anticipation of the June 26, 2025 NBIA Committee meeting, Ms. Gift reviewed the quarterly deck with Ferguson and Golay. The NBIA program update section referenced initiative loading statistics for the team of 57 initiatives between two people. It also referenced the need for the additional staff member to focus on NBIA program implementation for Day 2 initiatives and the NBIA framework for responsibilities per TIAA's Master Services Agreement with Accenture. The document noted that an internal hire with the right skill set would resolve the problem. In light of the escalated concerns from the field, Ms. Gift believed it was important for the NBIA Committee to be made aware. Per the NBIA Committee charter, this is the type of information the Committee needed to know.

91. Ms. Gift also included information that the NBIA Master Services Agreement activities had not been executed, as defined in the Risk and Controls parameters for the relationship. Also referenced was the raising of this risk in February and the issue logged in Archer in March 2025.

The document also explicitly called out that there were unfolding problems and growing concerns from Accenture partners, the NBIA team, and SME partners about the compounding effects.

92. Ferguson and Golay dismissed Ms. Gift's observations and concerns. Ferguson mentioned that he was in regular conversation with the Head of Risk and Compliance and that this had never been brought to his attention. Golay questioned recognizing the situation and the NBIA team staffing situation as a risk, stating it "wasn't on anyone's radar."

93. Ms. Gift responded that the status had been changed to draft, rendering the matter invisible, and that perhaps that was why there was no visibility. She explained to Golay that there was a time limit on "draft" status, after which it would again be active in Archer and he would have to address her logged issue. She explained the resolution deadline was the end of June and the mitigant listed in Archer was additional headcount.

94. On June 17, 2025, Ms. Gift provided evidence of unfolding events due to lack of adequate NBIA oversight of Accenture activities and discussed expectations of the Master Services Agreement. Ferguson indicated he was unaware of the contract. However, Ferguson had been made of this on previous occasions by Ms. Gift including: the March 2025 Archer log, April 2025 for the Business Unit Review submission, and May 2025 when the concerns raised by Accenture were escalated to him. Golay claimed he had seen the MSA, and that it was very high level. Ms. Gift voiced her concern with his misrepresentation of it being high-level, given that it was quite descriptive, she had explained it to him in detail and had also shared the document with him. The conversation lasted for two hours and focused on the page that detailed the issues for the team and recordkeeping transformation activities with Accenture.

95. On June 18, 2025, Golay cancelled his weekly meeting with Ms. Gift, citing a conflicting meeting.

96. On June 19, 2025, at 6:27 a.m., Golay emailed Ms. Gift stating that he had met with Lee and Head of Operational Risk Tim Penrose and that they did not characterize unmitigated gaps as areas of high operational, reputational, or financial risk. This was the pretext for Golay's instruction to Ms. Gift to remove the word "risk" from the NBIA Committee deck. Golay also wanted to minimize the substantiated negative impact, that inadequate staffing was having on the ability of the program to operate as intended. The specific statement at issue in the deck was: "Current unfolding risk to TIAA due to existing gaps in NBIA Team structure (lacking 'Scaling and Growth Lead')."

97. Golay and Lee sought to eliminate the recognition of obvious key person risk for the NBIA team despite documented evidence by partners, TIAA's recognition of the NBIA program as a component of its Enterprise Risk Management framework, inclusion in the MSA with Accenture as a Risk and Control program, and formal recognition of the NBIA process in the Product Governance meeting a month before in mitigating the high risks to the launch of MyChoice MYGA.

98. Golay's email revealed he had been conducting conversations with risk management about Ms. Gift's risk documentation and the future of the NBIA program without her knowledge or participation. The email also revealed Golay had misrepresented facts to Penrose, as subsequent events demonstrated.

99. After Ms. Gift presented evidence of the crisis to Ferguson and Golay on June 17, 2025, Golay not only ensured the risk was cancelled before the June 30, 2025 remediation deadline but

also questioned the scope and process of NBIA — the very program TIAA represented to NYDFS as its key risk mitigation strategy.

100. On June 19, 2025, Golay confirmed via email to Ms. Gift that the issue raised in Archer was cancelled. There was no remediation, acceptance or monitoring as would be expected in proper risk monitoring or governance. He also communicated within the email that “Penrose and Lee agreed with his view that the scope and process of NBIA could be rethought to ensure that there was sufficient coverage of the most significant initiatives, if necessary”. Ferguson was copied on the email; Penrose and Lee were not.

101. Ms. Gift was extremely concerned, as Golay's email displayed a complete lack of appreciation of the gravity of the implications for TIAA and TIAA's clients. Despite being informed by Ms. Gift on many occasions, he continued to ignore the fact that “significance” had already been defined in TIAA's Product and Services Risk Policy. His primary objective was to diminish the program and gain risk organization endorsement through deliberate misrepresentation.

102. On June 20, 2025, Ms. Gift responded to Golay, with Ferguson copied, listing all her areas of concern resulting from his decision and proposals surrounding the NBIA program and her team. She reinforced the regulatory importance of the program and the staffing compared to other areas. She also reminded him that this program came out of the need identified by the CEO of the company, Thasunda Brown Duckett.

103. On June 20, 2025, Ms. Gift reached out to Tim Penrose to set up a meeting, which was confirmed for the morning of June 23, 2025.

104. On June 20, 2025, Ms. Gift changed the wording in the deck as requested, removing the word “risk.” The reference to the issue logged in Archer was removed. Material information that the NBIA Committee needed to be aware of remained in the deck and was modified versus the draft discussed on June 17, 2025 with Ferguson and Golay to maintain transparency.

105. In the June 20, 2025 version of the NBIA Committee deck, Ms. Gift included the current NBIA team size of 2 and the management of 57 initiatives, noting that the loading exceeded the target maximum of 15 initiatives per person. She also detailed the oversight, control, and MSA execution gaps that were happening in real time and being escalated by Accenture partners, TIAA SMEs, and the NBIA team. The deck contained material adverse information about staffing and the resulting operational and regulatory risks — information that management had a duty to be aware of. None of this information was included in any of Golay's earlier requests for removal.

106. Ms. Gift provided specific examples of products and services dependent on Record Keeping Transformation work with Accenture and launching in Q4 2025, which were experiencing serious challenges. The first was Annuity Payment Automation for the SIA product recently launched for 401(k) accounts where the recordkeeper is TIAA or another party. The second was MyChoice MYGA.

107. On June 20, 2025, after 8 p.m., Ms. Gift distributed the deck to the NBIA Committee.

108. On June 23, 2025, Ms. Gift met with Penrose to clarify misrepresentations evident from Golay's June 19, 2025 email. Through the conversation, Ms. Gift realized there was a misunderstanding of a few things, including: criteria governing the type of initiatives that came through the program, the distinction between the NBIA process versus the NBIA Committee, the

purpose of the NBIA Committee versus other committees, and the responsibilities of the NBIA Team in general. Ms. Gift asked Penrose if he would be willing to speak with someone from the product team who was presently going through the NBIA process to gain an understanding of how the program works. Ms. Gift scheduled a meeting for June 26, 2025, with the product owners leading the launch of the MyChoice MYGA product.

109. On June 23, 2025, Ms. Gift had a skip-level meeting with Ferguson. She explained the NBIA process and how it connected to Accenture. Ferguson brought up one of the June 26 meeting agenda items, a partnership opportunity with one of the largest mutual fund companies in the world. Ferguson asked Ms. Gift how she became involved with it. Ms. Gift informed him that risk and legal partners had raised concerns to her about the lack of transparency around the proposed structure of the partnership and asked if the NBIA team was involved. Ms. Gift was initially told that the co-branded SIA target date fund created through this partnership would mimic the same structure as others, which had previously launched. However, the raised concern gave her the opening with stakeholders to take another look. Over several weeks, through Ms. Gift's leadership, knowledge and expertise, TIAA experts were brought together and a comprehensive understanding achieved. Ferguson's reaction to this information was muted. Before Ms. Gift's meeting with Ferguson, the initiative owner, a colleague who also reported into the CAO, thanked Ms. Gift for her leadership. He informed her that Ferguson was made aware of the integral role she played in; bringing together relevant experts from across TIAA's functional groups; and, crafting a clear and cohesive overview of the opportunity for the Executive Committee. It was only after Ms. Gift mentioned to Ferguson she was aware that her colleague's appreciation of her efforts had been communicated to him, did Ferguson confirm that the comment had been made. The opportunity was presented to the Executive Committee at the

June 26, 2025 NBIA Committee meeting. This comprehensive view enabled the Executive Committee, and other senior TIAA leadership to apply the governance needed to formalize an agreement with Vanguard, which was announced in a press release by TIAA on December 3, 2025. At the end of the skip-level meeting, Ferguson asked Ms. Gift if the deck was sent to Golay. She responded in the affirmative but said she would check to make sure. As soon as she returned to her office, Ms. Gift realized that Golay was not on the distribution list. She immediately sent him an email, copying Ferguson. The next day, on June 24, 2025, Ms. Gift was issued a TIAA sanctioned written warning.

110. On June 24, 2025, Penrose convened an urgent meeting including Ms. Gift, TIAA colleagues leading overall governance for the TIAA/Accenture Recordkeeping Transformation (“RKT”) effort, and legal partners. Golay and Lee were not included on the call. The call was to address Ms. Gift's concerns that had been deliberately concealed and the concerns of TIAA colleagues leading the effort.

111. The RKT leaders were not in agreement with the concerns raised by Ms. Gift, rebutting that there was a lot of governance around RKT. Ms. Gift agreed there was a lot of governance around the broader TIAA/Accenture relationship and informed them that she had been part of broader governance conversations in Q4 2024, including those around the risk and controls program as part of RKT. She continued that the information shared in the NBIA Committee deck was not an assessment of overall RKT governance; it was specific to the activities outlined in the Risk and Controls MSA that related specifically to the NBIA program and the responsibilities Accenture was required to execute per the MSA. Ms. Gift also noted that she had raised the issue around this since February and formally logged it in Archer in March, but it had been moved to draft and therefore rendered invisible.

112. The team offered to incorporate Ms. Gift on RKT calls. However, Ms. Gift noted that, based on the volume of work of the NBIA team and no intent to remediate the inadequate staffing of the NBIA team by CAO management to cover Accenture responsibilities, she would have no capacity to attend in any meaningful way. The gap she raised in vendor oversight and governance — per the execution of itemized requirements in the MSA — would still persist.

113. The risks Ms. Gift identified were acknowledged as undermining future product launches, and monthly meetings were scheduled to connect RKT and NBIA, and to address the problems and mitigate risks. This, however, did not address the larger ongoing problem of a standardized framework for governance of Accenture as it relates to the NBIA program, and governance for Day 2 initiatives.

114. By the end of July 2025, there were critical failures in the overarching Accenture/TIAA Recordkeeping partnership, and by September 2025, there were critical failures in the launch of the products named by Ms. Gift.

115. On June 24, 2025, Ferguson reached out to Ms. Gift, asserting that he did not see the edits as discussed in the June 17, 2025 meeting. He also asserted that the requests had been made for three of the deck pages. In the meeting, only one of the pages Ferguson referenced was discussed.

116. The two pages now being referenced by Ferguson addressed the factual elements of the program and the status of the 2025 goals communicated to the NBIA Committee in December 2024. One page provided a visual of the growth of the program since 2022 and the current loadings of the team versus target loading. The other showed the evolution of the program and

the 2025 goals, one of which was integration of Accenture into the end-to-end operational readiness framework for initiatives.

117. Ms. Gift was scheduled to present updates about the NBIA program to the Committee. Ferguson and Golay wanted to ensure that Ms. Gift did not reveal how they were impairing the NBIA program and the inevitable consequences for the products scheduled for launch.

118. On the afternoon of June 24, 2025, Golay scheduled a meeting with Ms. Gift on short notice, sending an instant message that it was an important meeting she needed to attend.

119. At 4:30 p.m. on June 24, 2025, Ms. Gift joined the Zoom meeting and was surprised to see Golay joined by Dreama Thomas, the HR representative who had mediated in March 2025. Thomas and Golay stated that Ms. Gift was being given a written warning, screen-shared the letter, and attempted to walk her through it.

120. The framing of the written warning was cited as conduct, but it listed no violation of any company policy.

121. The warning was pretextual and based on false accusations. It accused Ms. Gift of deliberately omitting Golay from the email distribution of the June 20 NBIA Committee deck. Ms. Gift explained that, after working with teams to prepare and distribute the deck after 8 p.m. on Friday, June 20, two other people were also inadvertently omitted. She quickly rectified the situation and apologized on June 23 upon realizing the error. Her explanation was ignored. The warning further framed Ms. Gift's inclusion of adverse material information that management (including the CEO) had a duty to know — information that had not been part of any request for removal — as “insubordination.” In other words, the warning treated Ms. Gift's compliance with

her control-program obligation to surface staffing and operational problems to the NBIA Committee as a disciplinable offense.

122. Golay stated that Ms. Gift had been instructed not to include the content of the slide in the final version, completely dismissing the fact that she had modified the language as he requested, removing the reference to risk.

123. Golay also sought to leverage the name and gravitas of Penrose, who by this time was in the process of engaging in conversations with Ms. Gift and gaining an accurate picture of the responsibilities and scope of the NBIA team and program.

124. Golay also ignored Ms. Gift's position as Head of the NBIA team and leader of the program to be best placed to assess the needs of the team and the impact that staffing would have on the ability to execute control and governance activities.

125. Golay accused Ms. Gift of misrepresenting facts when the information escalated came directly from herself, Accenture colleagues, and TIAA colleagues. In addition, the very failures that Ms. Gift predicted came to pass months later.

126. The written warning was issued because Golay did not want senior management in the company to be aware of what he and Ferguson were doing to the NBIA team and the knock-on adverse operational and regulatory impact.

127. The warning accused Ms. Gift of “spending significant time advocating for resources instead of executing her responsibilities.” When Ms. Gift asked for specific examples, Thomas responded that they were “not here to investigate the past, but to move forward.” This reveals the

pretextual nature: if there were actual examples of Ms. Gift neglecting duties, management would have cited them.

128. Thomas communicated that there would be no opportunity to appeal, that Ferguson and Kate Paladino supported the decision, the decision was final, and that any comments would be noted but not investigated. Thomas sent the letter on the evening of June 24, 2025.

129. The letter set forth severe consequences. Specifically, the letter: (a) placed Ms. Gift on a 60-day evaluation period; (b) required Ms. Gift, in connection with any internal application for another role, to disclose the warning to the hiring manager — effectively curtailing internal mobility through reputational damage; (c) rendered Ms. Gift ineligible for any benefits that required employees to be in “good standing”; (d) would be considered in the appraisal of Ms. Gift’s performance and determination of discretionary variable compensation (if any) for the 2025 performance year; and (e) was issued just days before her three-year vesting milestone on June 27, 2025, jeopardizing earned bonuses and equity that would vest at the three-year mark.

130. When Ms. Gift asked for specific metrics for assessment over the next 60 days given the vague language, Golay stated she was to reduce the scope and depth of the NBIA program. The warning was a TIAA-sanctioned cover and pretext to dismantle the compliance and control program protecting TIAA from regulatory violations and operational, financial, and other risks. These events were also an egregious abuse of the firm's disciplinary process with severe repercussions for TIAA's ability to fulfill its fiduciary duties and make decisions in the best interests of the client.

131. Ms. Gift, who was already in disbelief at the written warning, was in further shock at the reckless demand of Golay. As she had done in the past, she reiterated the importance of the

program to the company and that this impacted many partners across the organization. Thomas interjected that, given Ms. Gift's experience, she should be able to come up with a plan within 60 days. Thomas was fully complicit in the weaponization of HR disciplinary procedures to weaken an integral control program.

132. Golay's acknowledgment of the inadequate staffing of the team was validated by his use of threat of the written warning to coerce Ms. Gift into narrowing the depth and scope of the NBIA program. Reducing the scope would give the appearance that the team was correctly sized. His true intent was captured in a recording on July 2, 2025.

133. On June 25, 2025, Golay instructed Ms. Gift via email not to reference the removed staffing and RKT governance characterizations verbally either. As minutes are captured for the NBIA Committee meeting, Golay wanted to ensure that there was no opportunity for senior management to be made aware of the escalated issues or for them to be memorialized.

134. As Ms. Gift was under the threat of the written warning, she was forced to comply and said nothing about the documented and unfolding problems. Months later, the launch of MyChoice MYGA was imperiled. Had the observed problems been escalated in June, providing a long runway for a solution to be devised, TIAA teams would not have been working round the clock, seven days a week, to build and test the technology needed to launch the product. Instead, TIAA product and technology teams were only made aware in September that Accenture would not be able to meet the October delivery date.

135. The timing demonstrates retaliatory intent. The warning was issued: two days before the NBIA Committee meeting at which Ms. Gift had to moderate with TIAA's Executive Committee; days before her three-year vesting milestone on June 27, 2025, threatening her

earned compensation; on the same day Penrose validated her concerns and a monthly NBIA/RKT connect initiated; days after Golay cancelled her risk documentation without remediation or monitoring; and weeks after she warned of Accenture MSA breaches and Q3/Q4 2025 launch risks, specifically MyChoice MYGA and Automated Annuitization for SIA.

136. The warning was issued with no prior discussion, no progressive discipline, and no specific examples of wrongdoing. When asked for examples or metrics for improvement, none were provided. Instead, she was instructed to dismantle the governance program within 60 days and complete narrowing and reduction of depth within six months — all while managing over 50 active initiatives with inadequate staff, continuing to field escalations and concerns from TIAA and Accenture partners about the growing problems with RKT and the products set for launch, and continuing to be approached by different areas of expertise to be incorporated into the NBIA program.

F. The June 26 NBIA Committee Meeting and Golay's Admissions

137. On June 26, 2025, Ms. Gift convened a meeting with Penrose, the product leaders for MYGA, and other TIAA partners to provide Penrose with the opportunity to understand the NBIA program from various perspectives. Penrose was told by the product leader that Ms. Gift and Ms. Desamours were active and engaged partners throughout the entire ideation-to-launch cycle and played a central role in program management, end-to-end operational readiness assessment, pre-emptive identification and resolution of gaps, and preparation for approval tollgates. Penrose was surprised to learn this.

138. The product lead also communicated that, had the NBIA program been around when other IRA products were launched, he would not be spending as much time on remediations as

he does now. Because of the NBIA program analysis and control framework, they had uncovered errors in processes that had been normalized as part of TIAA's business as usual.

139. Penrose also learned that there were significant problems in the support model from Accenture and that these problems were creating obstacles to achieving necessary goals and milestones. He was also surprised to hear this. These were the same concerns that Ms. Gift had been raising. This was also inextricably linked to the requirements laid out in the MSA for the NBIA program.

140. This was the very gap in oversight created by the inadequate staffing of the NBIA team, and which, due to the written warning, Ms. Gift was not able to communicate to TIAA leadership as instructed by Golay.

141. Once Ms. Gift connected Penrose to impacted product partners, he understood the problems and connected relevant stakeholders. Shortly after that meeting, Ms. Gift was contacted by a TIAA technology colleague affiliated with the RKT work. They wanted to ensure that they were included in the NBIA team's efforts in achieving end-to-end operational readiness.

142. On June 26, 2025, Ms. Gift moderated the NBIA Committee meeting at which there were initiatives to be presented for assessment. Ms. Gift presented the latest updates about the NBIA program. She shared with the Committee the positive audit result outcome and the submission of the program to the NYDFS. She also spoke about the growing scope of the program and firmwide adoption that aligned with the company's goal of being a product-led company and strengthening how TIAA operated. Under the threat of the written warning, she did not mention problems around inadequate staffing or recordkeeping transformation.

143. Ms. Gift had to moderate the June 26 NBIA Committee meeting with TIAA's Executive Committee as though nothing had happened two days before, when she received the written warning.

144. On the same day, Ms. Gift's meeting with the CEO Thasunda Brown Duckett for July 1, 2025 was cancelled by her Chief of Staff, who is a direct report of Ferguson. Ms. Gift had secured a meeting with the CEO a few months earlier, with the intention of informing her about the NBIA program. Ferguson and Golay got themselves included on the invite through the Chief of Staff without Ms. Gift's knowledge. Ms. Gift became aware of their inclusion when Golay mentioned it during a 1:1 meeting in early June 2025. He wanted to discuss what she planned to present to the CEO. In her June 26, 2025 email notifying Ms. Gift of the meeting cancellation, the Chief of Staff stated that the meeting needed to be rescheduled, but it never was.

145. On June 26, 2025, during the NBIA Committee meeting, Penrose reached out to Ms. Gift to understand how the meeting and governance approval would be run. With the information Ms. Gift shared, Penrose provided the necessary structure for the meeting, ensuring that approvals were formalized and the integrity of the meeting as an audited step in the process was maintained. This should have been the role of Ferguson as the Executive Committee sponsor, but he neither possessed an understanding of how proceedings would run nor sought Ms. Gift's advice in understanding, despite her leading the function for three years.

146. On July 2, 2025, in the second meeting with Golay since being issued the written warning, Ms. Gift asked him who was driving his directive to narrow and reduce the NBIA program. Ms. Gift recorded this conversation. She stated that during the June 26 NBIA Committee meeting, in which she had presented in detail the growing scope and adoption of the

NBIA program due to demonstrated rigor and effectiveness, there had been no objections from anyone in attendance, including Executive Committee members. The drive to minimize the program was counterintuitive to every data point reinforcing its importance.

147. On July 2, 2025, Ms. Gift continued the line of questioning of Golay as to where the ask to reduce the depth and scope of the NBIA Governance Program was coming from and who had expressed concerns to him. Golay responded that the impetus for this condition of her written warning was driven by her observations of inadequate staffing of the NBIA team to cover the scope of work.

148. On July 2, 2025, Ms. Gift reiterated to Golay that the scope of the program was new and materially modified services, and that the criteria for needed governance was determined by TIAA's Risk organization. She further emphasized that impairing the effectiveness of the program would create risk for the firm across various areas, including legal, regulatory, operational, and financial. TIAA's pivot to be a product-led company naturally resulted in a large pipeline of work for the NBIA team. She warned that the solution should not be to reduce governance effectiveness and rigor around launching of products impacting the financial safety and wellness of TIAA's clients. Ms. Gift further reminded him that this was not only a danger for the client but also opened TIAA up to liabilities.

149. On July 2, 2025, Golay continued to ignore Ms. Gift's concerns and communicated that Ms. Gift should continue to think about how to re-slice the scope and depth of activities and that she should obviously be mindful of the risks she was creating.

150. Golay's objective was to downgrade the strength of the control program to validate denial of adequate resources to Ms. Gift, instead of prioritizing the welfare of TIAA's clients.

151. On July 2, 2025, Ms. Gift reminded Golay of the support for the program at the Executive Committee level and asked if he was having conversations with the Head of Product & Business Development and the Head of Wealth Management & Advice about his intentions. The majority of initiatives coming through the NBIA program were from those business lines. She also reminded him of the program being submitted to the NYDFS.

152. On July 2, 2025, unable to provide any Executive Committee or senior management-led catalyst for the ask to reduce the scope and depth of the NBIA program, Golay admitted that the point of origin of the written warning was Ms. Gift's escalation that the NBIA team was inadequately staffed to execute the current scope of work.

153. On July 2, 2025, Golay, by his own admission, used TIAA's disciplinary procedures to retaliate against Ms. Gift as she performed the duties expected of her as the head of the NBIA program, a key control program for TIAA in ensuring the safety, soundness, operational readiness, and regulatory compliance of the products offered to clients.

154. On July 2, 2025, Ms. Gift asked Golay whether this had been discussed with senior management and stakeholders and if they were aware Golay was asking her to diminish the program. Golay responded that senior leaders were not familiar with the written warning or directive and he was not asking their permission. The goal, as expressed by him, was a solution that did not require extra headcount, not one driven by company needs.

155. On July 2, 2025, Golay told Ms. Gift that TIAA was in an environment in which there was no hiring in any group. This was objectively untrue: less than a month before, the CEO and the Head of HR had hosted a call for managers across TIAA, communicating that there would be a greater focus on promoting internal mobility and hiring. As a manager, Golay would have

heard the same message. In addition, TIAA had posted job requisitions for internal and external hiring throughout 2025. Internal hiring was up 40% in 2025 as reported at the Q4 TIAA Townhall by the CEO.

156. On July 16, 2025, Golay conducted a mid-year performance review with Ms. Gift, which she recorded. Ms. Gift was labeled “off-track” (versus on-track) for her performance due to the written warning. Golay's documented feedback was that Ms. Gift should focus on the behavior described in the written warning, communicate clearly and accurately with her manager, not contradict the express viewpoint of her stakeholders and critical business partners, include her manager in all written communications, demonstrate collaborative behavior, avoid misrepresenting the findings of legal and risk partners, and aid in identifying synergies across Corporate Strategy & Planning. He also suggested she participate in activities of the team, suggesting recruiting as one such area.

157. Beyond being inadvertently left off an email on June 20, 2025, Golay never furnished any examples showing a pattern of behavior in which Ms. Gift exhibits poor communication or obfuscation. On the contrary, the fact pattern reflects that when important information was escalated to Golay, he used all measures to conceal it from the appropriate audience(s).

158. Golay downplayed Ms. Gift's role in risk management of the firm, treating her as though she were a spectator versus a contributor by implying that she defer to risk and legal partners. As the leader of a recognized control program in TIAA's enterprise risk management framework, Ms. Gift is part of the risk and compliance framework who happens to report into the Chief Administrative Office organizational structure. The NBIA program has been included in mandatory firmwide compliance training since Q4 2024.

159. Golay dismissed and diminished Ms. Gift's expertise and defamed her character by stating her factual observations as misrepresentations to partners and stakeholders. Risk, Compliance, and other partners recognize Ms. Gift, the NBIA team, and the NBIA program as integral to risk assessment, prevention, and mitigation in product launches. The growing failures and gaps negatively impacting the product launches were based on observations from Ms. Gift, Accenture partners, and her stakeholders, not misrepresentations.

160. The concerns and real-time failures escalated by Ms. Gift about the gaps in execution of responsibilities by Accenture and the ability of the NBIA Team to monitor and provide oversight per the terms of the MSA were hidden by Ferguson and Golay from senior leadership. Ms. Gift specified MyChoice MYGA and Automation of the Annuitization process for SIA as initiatives with a high risk of operational and other failures due to their Q4 2025 launch date. By July 2025, the overall Accenture/TIAA recordkeeping performance scorecard was flashing red due to missed milestones and other failings. By September 2025, the ability to launch MyChoice MYGA in October/November 2025 was severely compromised due to critical failures in technology resourcing through RKT, scoping, and achievement of technology delivery milestones.

161. The launch date of MyChoice MYGA was delayed from October/November 2025 to December 2025. Internal resources were redeployed from other critical products and services to make up for the technology resources Accenture as a vendor was unable to provide. The redeployment of resources led to a delay in the automation of annuitization processes for the recently launched SIA annuity product, a critical function that ensures clients with TIAA and on other recordkeepers can receive annuity payments during retirement. The current process is

manual, which heightens the occurrence of client errors and severely impairs the operational and support capacity of TIAA's client services operations.

162. Product and Technology TIAA colleagues responsible for the MyChoice MYGA launch had to work around the clock and weekends. Instead of addressing the issue in June or before, TIAA was only made aware in September of Accenture's inability to meet its October technology build and test deadline. With only a two-month head start to launch (versus at least five months, had Ms. Gift's escalations been taken seriously), the product and teams were put in a dire situation compared to what could otherwise have been. This included descoped work, higher likelihood of operational errors due to short delivery timeline, manual workarounds, and de-prioritization of other critical initiatives.

163. On June 24, 2025, Golay issued Ms. Gift a written warning, including as an area of concern that she was “campaigning for headcount.” On July 2, Golay admitted that issuing the written warning was driven by Ms. Gift raising staffing concerns. However, on July 16, 2025, he suggested that she participate in activities with the team — suggesting recruiting as one of them. Ms. Gift received career-damaging punishment for staffing requests to do her job but was expected to participate in recruiting for other teams reporting to Golay.

G. FMLA Leave and Interference

164. On July 23, 2025, Ms. Gift notified the HRBP that she would be applying for FMLA leave. Ms. Gift's health began to deteriorate due to the mistreatment by Golay and the institutional support provided for his behavior by Ferguson, Feldstein, Lee, Paladino, and Thomas. Ms. Gift was faced with the double-edged sword of capitulating to Golay's demand and knowingly putting TIAA's clients and TIAA at risk, or staying committed to her fiduciary

responsibilities and principles and losing her job. Ms. Gift knew that dismantling the very program put in place to ensure the safety, soundness, and regulatory compliance of TIAA's products, services, and partnerships was not an option.

165. On July 28, 2025, Ms. Gift started her FMLA leave. She emailed several stakeholders (60+) communicating that Ms. Desamours's remit would be the same and that, for anything under Ms. Gift's remit, stakeholders should reach out to Golay. Ms. Gift itemized the overarching responsibilities for which her stakeholders could look to Golay for assistance. That day, stressed by the prospect of Ms. Gift's absence, Golay told Ms. Desamours that obviously the NBIA team needed people, but they needed a solution “for the time being.” He asked Ms. Desamours to come up with a solution for the current situation. As Ms. Gift's manager, finding a solution was his responsibility, not Ms. Desamours's.

166. On July 27, 2025, Ms. Gift followed up on an action item from the June 26, 2025 NBIA Committee meeting with the relevant individuals. There were three agenda items presented, all of which were partnerships under NDA. The follow-up related to the creation of a subcommittee of key direct reports of the Executive Committee to assess and approve initiatives under NDA when they are in the early stages of development.

167. On July 28, 2025 — the very first day of Ms. Gift's FMLA leave — Golay emailed Ms. Desamours saying that her leadership would be needed to determine which activities to eliminate or curtail in Ms. Gift's absence. He informed her that he had recruited team members to help. Ms. Desamours responded that, due to the internal and external (regulatory) ramifications, she did not feel comfortable doing that. This was a deliberate effort by Defendant to use Ms. Gift's FMLA

absence to dismantle the program Ms. Gift led, in direct interference with Ms. Gift's FMLA rights.

168. On July 29, 2025, Golay wrote to Ms. Desamours to provide an extra resource pulled in from one of his other teams with information about upcoming meetings, meeting objectives, roles, and other items. He then sought to besmirch Ms. Gift's character by asserting that Ms. Gift had not provided this information prior to her leave and that without it there would be no way to conduct the meetings and processes critical to NBIA.

169. On August 1, 2025, concerned about the narrative Golay was starting to spin, Ms. Gift provided a detailed response to Golay itemizing everything that was available to him and centralized in the NBIA Workflow tool. She also referenced information that had been shared in weekly meetings with him. Golay never responded.

170. On August 11, 2025, Ms. Gift's attorney, Adam Weiss, Esq., issued a demand letter to TIAA detailing the discriminatory and retaliatory conduct described herein. Recipients included: (1) CEO Thasunda Brown Duckett; (2) Chief People Officer Claire Borelli; (3) Chief Legal Officer Bret Hester; (4) General Counsel, Enterprise Functions Global Employee and Benefits Law, Christine Merriman; and (5) the Legal Department. Subsequent correspondence occurred between Mr. Weiss and Dennis Machado (TIAA's Chief Ethics Officer).

171. Golay sought to take advantage of Ms. Gift's FMLA absence by circumventing her authority and using Ms. Desamours to downgrade the NBIA Program. Golay continued to show a disregard for the implications of the program to TIAA, other stakeholders, and clients. He also continued to display a total disregard for Ms. Gift's authority.

172. Golay took advantage of Ms. Gift's absence to besmirch her name, and when confronted with her response, he neither took accountability nor corrected his statements. In addition to weekly calls with Golay, by his own recorded admission on March 14, 2025, Golay acknowledged that he had all the information he needed about the NBIA program.

173. Golay denied Ms. Gift resources at every turn. He resorted to extreme measures to silence the reality of inadequate staffing for the team and related unfolding operational failures due to compromised governance and oversight. However, within a few hours of being notified of Ms. Gift being on leave, he recruited help for Ms. Desamours to achieve the goal of dismantling the program.

174. Ferguson and Golay's continued lack of support of the NBIA Program and the NBIA team led to what was recognized as a threat to continuity and stability impacting the broader organization. The NBIA team size of two posed serious implications for resiliency. Ms. Gift's FMLA absence meant that a critical control program was now on the shoulders of one person.

175. After Ms. Gift started FMLA leave, around the end of July 2025, the TIAA/Accenture recordkeeping partnership scorecard tracking the progress and status of delivery milestones for the relationship flipped to red, reflecting critical failures and delays.

176. In August 2025, Lisa Fragale, another direct report of Ferguson, and two other individuals were recruited to assist with coverage of the NBIA Program during Ms. Gift's leave.

177. Less than two weeks after the start of Ms. Gift's leave, interim oversight of NBIA was given to Fragale. In the written warning, Golay listed as an infraction that Ms. Gift's inadvertent omission of him from an email had prevented him from having oversight. However, when given the opportunity to exercise that oversight in Ms. Gift's absence, the program was moved away

from him within a short period of time. He didn't retain oversight while others assisted; he completely relinquished oversight responsibilities.

178. Like Ms. Gift, Fragale was a former direct report of Feldstein. Ms. Gift and Fragale were colleagues between June 2022 and October 2024 on the BOSI team. Fragale led the Remediation team, which was transferred to the Chief Administrative Organization a few months after Ms. Gift's NBIA team was transferred. Fragale is a direct report of Ferguson.

179. The NBIA program and the Remediation program are related by the fact that a stronger and highly effective NBIA program leads to fewer failures requiring remediation. None of the initiatives that have launched through the NBIA program have required remediations. RetirePlus, however, has required years of remediation work. In 2024, Fragale even had to create a client error report for the product, for senior leaders and relationship managers to see the spectrum of client grievances.

180. Beginning in August 2025, when Fragale was first recruited, she communicated to stakeholders that she was there to help Ms. Desamours. Shortly after, Fragale began to make untrue statements about Ms. Gift. She shared with Ms. Gift's stakeholders that, according to management, Ms. Gift was doing things she should not have been doing. Fragale indicated that she was tasked with streamlining things and removing duplication. These statements could not be substantiated. Fragale's directive to streamline and remove duplication was Golay's and Ferguson's attempt to justify not providing the NBIA program with the needed resources.

181. From August 2025 through October 2025, Fragale focused on finding evidence that there were duplicative processes and activities in the NBIA program which could be streamlined. She was unsuccessful in her efforts. This included asking Ms. Desamours what activities could be

removed from the NBIA program. In late August, Ms. Desamours raised concerns to the HRBP about Lisa's efforts to change the NBIA program and ignore stakeholder needs, instead of supporting the existing activities.

182. On September 3, 2025, Fragale emailed Ms. Desamours about an identified gap in the NBIA program. This gap related to Accenture collaboration in development and readiness activities for initiatives. Ms. Desamours agreed it was a gap and that it was the very gap Ms. Gift had been raising to Golay and Ferguson throughout the year. Fragale noted that a gap of this nature would lead to remediations.

183. Throughout Ms. Gift's leave, Fragale continued to push the narrative that the NBIA process was confusing and there were duplicative processes, but could never produce any examples.

184. The only notable discovery made by Fragale was the gap in control oversight and governance with Accenture related to product launches. This observation corroborated that there were inadequacies in the NBIA program, not duplicative processes. This further validated the compliance and oversight concerns raised by Ms. Gift.

185. In September 2025, the TIAA Board was finally made aware of the critical problems with the TIAA/Accenture Recordkeeping partnership.

186. On September 12, 2025, TIAA and Accenture leadership held an emergency meeting regarding Accenture's inability to meet a critical October 2025 deadline for the technology build of MyChoice MYGA and ensure a November 2025 launch. A decision was reached to redeploy internal technology resources from other critical initiatives in a bid to maintain the November 2025 launch date.

187. Ms. Gift had detected and communicated the issues that gave rise to these critical problems early in Q1 and Q2. She intended to raise the vendor oversight challenges and missed execution expectations in June 2025 at the NBIA Committee meeting. She also intended to communicate how this negatively impacted the launch of MyChoice MYGA and the Automation of SIA Annuity operations. Ferguson and Golay ensured that this material information was never revealed to the rest of the NBIA Committee through threat of the written warning.

188. On September 24, 2025, the September 2025 NBIA Committee meeting invite, which was sent from Ms. Gift's calendar, was cancelled. Fragale instructed Golay's executive admin, who had editorial access to Ms. Gift's calendar, to include a message in the calendar invite. The message misrepresented the proceedings of the June 2025 NBIA Committee meeting. The message stated that, "following feedback from the June meeting, governance routines and responsibilities were being reconsidered and recommendations would be shared in future meetings."

189. The statement was a complete fabrication of what was discussed at the NBIA Committee meeting. In June 2025 the meeting agenda included three initiatives under a non-disclosure agreement and in the early stages of development, stage one of four. Typically, an initiative is presented to the NBIA Committee only when seeking approval to launch - stage three of four versus stage one. It can also be presented at the end of stage four, a two-year post launch evaluation period. The NBIA Committee was the forum for these three initiatives to preserve confidentiality. The follow-up action from the meeting was to establish a subcommittee of select direct reports of the Executive Committee who would in the future perform the assessment and approval for initiatives under NDA in earlier stages. There was no wholesale discussion or dissatisfaction with governance routines and responsibilities.

190. This follow-up item was already in the process of resolution by governance partners, well before September 28, 2025. This was a continuation of the campaign by Ferguson and Golay, now with Fragale's assistance, to diminish the program and manufacture an Executive Committee-driven mandate to cover up their abuse of a written warning to dismantle the NBIA program.

191. Fragale directed the distribution of false information from Ms. Gift's email account while Ms. Gift was on FMLA leave. This gave the appearance that the message was written with Ms. Gift's knowledge and consent as Head of the NBIA Program. This editorializing of communications from Ms. Gift's account during her FMLA leave constituted further interference with her FMLA rights and an attempt to manufacture pretext against her.

192. On September 30, 2025, Fragale questioned the completeness of the NBIA Committee meeting minutes. She had been told (without disclosing by whom) that there were extensive conversations about the need to change governance routines and reconsider committees. She questioned the absence of this information in the Q2 2025 NBIA Committee meeting minutes. Ms. Desamours informed her that no such discussion took place and that the events, as captured in the minutes and reviewed by legal were accurate. Fragale did not attend the meeting and was not in a position, to question the completeness of the minutes.

193. Ms. Desamours also provided her with an email sent by Ms. Gift on July 27, 2025, following up on the meeting takeaway of creating a dedicated committee for initiatives under NDA. This was the only governance-related takeaway from the meeting. This corroborated the narrow scope of discussion about governance that occurred on June 26, 2025. Fragale attempted

to manipulate meeting minutes to support the false statements written in Ms. Gift's calendar a week earlier.

H. Notification of Whistleblower Complaint and Continued Retaliation

194. On October 17, 2025, Mr. Weiss notified TIAA's Chief Ethics Officer Dennis Machado that a whistleblower complaint had been submitted to the NYDFS. Machado's emailed response was aggressive and intimidating. Machado stated that there was “nothing in the letter that we can action on or investigate” — an implicit admission that neither HR nor any other unit had made any effort between August and October 2025 to investigate the actions of Ferguson, Golay, or the other parties with whom they colluded. Machado also wrote that Ms. Gift “was on warning for insubordination when she left, and her leave does not change that fact,” and that he “hope[d] she is not under the impression that simply firing off a demand letter . . . has made her somehow immune to further discipline or accountability for insubordination and other policy violations upon her return.” The response was both an act of retaliation in response to the protected whistleblower disclosure and a chilling threat designed to deter further protected activity.

195. Despite evidence to the contrary, Ms. Gift continued to be accused of insubordination and to suffer reputational harm. By October 17, 2025, TIAA representatives should have been aware that the problems escalated by Ms. Gift were validated and the relationship between the inadequate staffing of the NBIA team and the materializing failures had been confirmed. Despite this, TIAA refused to investigate.

196. On October 20, 2025, Ms. Gift returned to work at TIAA from her FMLA leave.

197. On October 20, 2025, around midday, Ferguson scheduled a meeting for himself, Golay, and Ms. Gift. She was informed that the NBIA Team would now be reporting to Fragale. The

weekly meeting series sent from Golay's calendar was cancelled. There would now be three areas reporting into Fragale: Remediations, Strategic Governance and Deployment, and NBIA, with an effective date of November 3, 2025. November 2, 2025 was Ms. Gift's last day reporting to Golay. November 3, 2025 was the start of her new reporting line into Fragale, in the newly named "Strategy Deployment Governance & Oversight" organization. The transfer was effected immediately following Ms. Gift's return from FMLA and three days after TIAA's Chief Ethics Officer was notified of the NYDFS whistleblower complaint.

198. On October 21, 2025, Ms. Gift discussed with Fragale the connection between the problems with the MyChoice MYGA launch and the inadequate staffing of the NBIA team. In response to Ms. Gift's question about staffing, Fragale said that could be discussed in the future. Even though there was a clear need and acknowledgment of the NBIA/Accenture governance and operating model gap, discussions about staffing the NBIA team continued to be deflected.

199. The other teams reporting to Fragale, led by white and more junior staff (both Senior Directors) than Ms. Gift, had larger teams. One had four direct reports, and the other had six direct reports. In her remediation team, Fragale had four direct reports. To prevent problems in launching product, there was an NBIA team of 2 people. To fix problems that occurred after launch, there was a remediation team of 4.

200. On October 24, 2025, there was an Operating Council meeting. The agenda for the meeting covered the status of key strategic initiatives for the company. Ms. Gift was informed by a colleague that the risk slide of the deck stated that an operating model needed to be set up with Accenture for rebadged teams — further validation of the accuracy of the concerns raised by Ms. Gift earlier in the year.

201. On October 28, 2025, in the monthly Legal, Risk, Compliance and Controls meeting between Accenture and the relevant TIAA partners, Fragale announced that MyChoice MYGA was the perfect use case to create an operating model for NBIA with Accenture. Fragale voiced that she had already been working on the operating model with two colleagues who were also on the call, one from TIAA and one from Accenture. Ms. Gift asked Fragale to include her on any updates given that this was the issue she raised throughout the first half of the year. Fragale never included Ms. Gift on any updates. This was the very reason that the additional resource for the NBIA team was needed.

202. For the first half of 2025, when Ms. Gift raised the need for additional staffing to solve for the absence of an operating model between TIAA and Accenture to ensure execution of requirements per the MSA terms, the ask and associated risks were hidden and ultimately voided. A few months later in October 2025, Fragale was now working with two resources to create the operating model.

203. On October 30, 2025, Fragale displayed disproportionate hostility toward Ms. Gift over Ms. Gift's scheduling of a meeting in response to a stakeholder request. Fragale was working on securing a time for an approval meeting for MyChoice MYGA with the NBIA Committee. Given the challenge in synchronizing calendars of executives, Ms. Gift wanted to ensure that there was a Plan B in place. Fragale wrote a very aggressive email to Ms. Gift using language that tied back to the written warning. She framed the situation as though Ms. Gift had disobeyed an explicit instruction and that they would discuss Ms. Gift's behavior at their next weekly meeting. The language was diminishing in tone and an obvious attempt to manufacture a pattern of combative behavior and insubordination by Ms. Gift, and to retroactively substantiate the written warning.

204. On November 3, 2025, Ms. Gift asked Fragale if there were any discussions about the NBIA team and additional headcount given the growing demand for the team and the Accenture/NBIA work. Ms. Gift stated the team would need two additional people. Fragale responded that there were no discussions happening about increasing headcount for the team. Fragale talked about finding efficiencies. When Ms. Gift raised the resource need for the Accenture operating model, Fragale responded that her remediation team had come up with a process for their work with Accenture. When Ms. Gift countered that there were 4 to 5 people on the remediation team that allowed for that, Fragale incorrectly dismissed the comparison suggesting the remediation team's work was more complex than that of the NBIA team.

205. Fragale disclosed that she had received calls and there were conversations that the critical build and operational failures with MyChoice MYGA could have been avoided if the NBIA team had been staffed adequately. She falsely accused Ms. Gift of spreading the narrative. Fragale told Ms. Gift that there was no relationship between the two. This was in direct contradiction to Fragale's own observations: (1) in September she had emailed Ms. Desamours noting the gap in the operating model between Accenture and NBIA; and (2) on a call with Accenture, she proposed that MyChoice MYGA would be a great use case for creating an operating model for the execution of the NBIA responsibilities in the MSA. This was a recognition that the absence of this operating model played a part in the critical failures that arose in the technology resourcing and build for MYGA. The model would have been developed had Ms. Gift had the resource to do so.

I. Termination of Plaintiff and Continued Retaliation Against Ms. Desamours

206. On November 17, 2025 — one month after Ms. Gift's return from FMLA leave and one month after Mr. Weiss notified TIAA that Ms. Gift had submitted a whistleblower complaint to

the NYDFS — TIAA terminated Ms. Gift's employment. The termination was effected by Fragale and Paladino. Ms. Gift's system access was revoked immediately. She remained on payroll through January 2, 2026. Ms. Desamours became Fragale's direct report.

207. Fragale's emailed explanation to stakeholders cited “streamlining of governance to eliminate duplicative processes” and asserted that opportunities for immediate change had been identified. She claimed that duplicative processes existed between the NBIA program, Strategic Initiative Governance and Critical to Success (C2S).

208. As of the filing of this Complaint — more than five months after Ms. Gift's termination — the NBIA control program structure remains the same, no duplicative processes have been identified or eliminated, and no new operating model has been produced. The “restructuring” rationale was a pretext. The operating model for Accenture to enable adherence to NBIA MSA requirements also remains unresolved.

209. This was the second time Paladino sanctioned adverse actions against Ms. Gift (the first being the written warning), and both were pretextual. When asked about the status of the written warning, Paladino responded that the termination was not performance-related. Ms. Gift repeated her question regarding the status, Paladino admitted that the written warning was still active. Paladino's admission confirmed that the warning had been issued, and remained on Ms. Gift's record, for retaliatory and discriminatory — not performance-related — reasons.

210. On March 26, 2026, TIAA terminated Ms. Desamours, the only remaining member of the NBIA team and the witness who had refused to participate in dismantling the program during Ms. Gift's FMLA leave. The pretext given was that the NBIA program would be “integrated” with the previously mentioned governance processes. Fragale emailed a new organizational

structure to stakeholders but failed to provide any information about a new operating model. On March 27, 2026, Fragale followed up with another email instructing stakeholders that any work previously done with Ms. Desamours should now be done with another contact on her team. The NBIA process and tools would continue to be used to minimize disruption, until the creation of a new operating model. The contact replacing Ms. Desamours, possessed no knowledge or expertise in the running of the NBIA Program.

211. The role and responsibilities did not disappear — Ms. Desamours, the only remaining Black female contributor on the NBIA team and the only person other than Ms. Gift with expertise to operate the program, was simply removed.

212. As of May 2026 — approximately six months after Ms. Gift's termination and a month and a half after Ms. Desamours's — the control program remains unchanged in structure but is inoperative in practice. Defendant's dismissal of the only two people with the expertise to run the program has created a vacuum in TIAA's ability to ensure the safety and soundness of the products, services, and partnerships expected to launch in the coming months and years — a complete contradiction of what TIAA represented to NYDFS in March/April 2025.

213. Upon information and belief, TIAA has not notified the NYDFS that the program it represented as the key mitigant for product-safety risk has been rendered inoperative. Upon information and belief, TIAA has not stood up in its place an appropriate substitute.

J. Pattern of Discriminatory and Retaliatory Conduct

214. Ms. Gift was subjected to demeaning emails authored by Golay in which Ferguson and their executive assistants were copied. In these emails, Golay accused Ms. Gift of negligence and

insubordination. Each time Ms. Gift explained that his interpretation was incorrect, Golay refused to apologize or take accountability.

215. Ms. Gift watched Golay manufacture false evidence of performance and conduct issues and refuse to apologize or take accountability when she proved his accusations wrong, demonstrating his determination to create a paper trail regardless of facts.

216. Ms. Gift's expertise was dismissed by a manager who, by his own admission, did not understand her work. Golay repeatedly demonstrated he did not understand the NBIA program, its regulatory significance, or contractual requirements, yet he was given authority to dictate its future and discipline its creator.

217. Ms. Gift experienced adverse actions in response to her executing the control and oversight responsibilities necessary to be effective in her role.

218. Ms. Gift continued to experience adverse actions even after her escalated concerns and observations were substantiated and critical failures realized.

219. Ms. Gift watched her program's achievements be deliberately minimized while less critical, white-led teams received accolades.

220. Ms. Gift was excluded from routine communications and meetings her white peers received automatically, including meetings about her own program conducted in her absence.

221. Ms. Gift was forced to record conversations with her manager for self-protection — a step no employee should have to take in a professional environment.

222. The hostile work environment, pretextual discipline, and unlawful termination caused Ms. Gift severe emotional distress, anxiety, humiliation, and damage to her professional reputation.

FIRST CAUSE OF ACTION

Race Discrimination in Violation of Title VII of the Civil Rights Act of 1964

(42 U.S.C. § 2000e et seq.)

223. Plaintiff repeats and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

224. At all times relevant hereto, Defendant was Plaintiff's employer within the meaning of Title VII.

225. At all times relevant hereto, Plaintiff is a member of a protected class on the basis of her race.

226. Plaintiff was qualified for her position and performing her duties satisfactorily.

227. Despite her qualifications and satisfactory performance, Defendant subjected Plaintiff to adverse employment actions including, but not limited to, denial of adequate resources, disparate terms and conditions of employment compared to similarly situated employees not in her protected class, issuance of a pretextual written warning, subjection to a hostile work environment, and her unlawful termination on November 17, 2025.

228. The adverse employment actions occurred under circumstances giving rise to an inference of race discrimination, including but not limited to the stark disparity in staffing resources between Plaintiff's team and teams led by white managers performing less critical

functions, discriminatory statements by her manager valuing visibility and proximity to leadership over business impact, pretextual discipline lacking legitimate business justification, and the subsequent termination of Ms. Desamours, the only other Black member of the NBIA team.

229. Plaintiff timely filed a Charge of Discrimination with the EEOC and received a Notice of Right to Sue, dated March 18, 2026, on April 20, 2026. This action is timely commenced within ninety (90) days of Plaintiff's receipt of the Notice of Right to Sue.

230. Defendant's discriminatory conduct was intentional, willful, wanton, and in violation of Title VII.

231. As a direct and proximate result of Defendant's unlawful discrimination, Plaintiff has suffered and continues to suffer damages, including but not limited to lost past and future wages, lost benefits, lost equity compensation, severe emotional distress, mental anguish, humiliation, embarrassment, and damage to her professional reputation and career prospects.

SECOND CAUSE OF ACTION

Sex Discrimination in Violation of Title VII of the Civil Rights Act of 1964

(42 U.S.C. § 2000e et seq.)

232. Plaintiff repeats and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

233. At all times relevant hereto, Plaintiff is a member of a protected class on the basis of her sex.

234. Plaintiff was qualified for her position and performing her duties satisfactorily.

235. Despite her qualifications and satisfactory performance, Defendant subjected Plaintiff to adverse employment actions including, but not limited to, denial of adequate resources, disparate terms and conditions of employment compared to similarly situated male employees, issuance of a pretextual written warning, subjection to a hostile work environment, and her unlawful termination.

236. The adverse employment actions occurred under circumstances giving rise to an inference of sex discrimination, including but not limited to the disparity in staffing resources between Plaintiff's team and teams led by male managers performing less critical functions, and pretextual discipline lacking legitimate business justification.

237. Plaintiff has exhausted all required administrative remedies as set forth above.

238. Defendant's discriminatory conduct was intentional, willful, wanton, and in violation of Title VII.

239. As a direct and proximate result of Defendant's unlawful discrimination, Plaintiff has suffered and continues to suffer damages, including but not limited to lost past and future wages, lost benefits, lost equity compensation, severe emotional distress, mental anguish, humiliation, embarrassment, and damage to her professional reputation and career prospects.

THIRD CAUSE OF ACTION

Retaliation in Violation of Title VII of the Civil Rights Act of 1964

(42 U.S.C. § 2000e-3(a))

240. Plaintiff repeats and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

241. Plaintiff engaged in protected activity under Title VII by, inter alia, opposing discriminatory practices, complaining to management and human resources about discriminatory treatment, raising concerns through HR mediation in March 2025, and filing a Charge of Discrimination with the EEOC.

242. Defendant had actual knowledge of Plaintiff's protected activity.

243. Following Plaintiff's engagement in protected activity, Defendant subjected Plaintiff to materially adverse actions including continued denial of resources, issuance of a pretextual written warning, intensification of the hostile work environment, transfer of her reporting line to a new manager who continued the pattern of denial of resources and discipline, and her unlawful termination on November 17, 2025.

244. A causal connection exists between Plaintiff's protected activity and the adverse actions, as demonstrated by the temporal proximity, the pretextual nature of Defendant's stated reasons for the adverse actions, and Defendant's pattern of escalating adverse treatment following Plaintiff's complaints.

245. Defendant's retaliatory conduct was intentional, willful, wanton, and in violation of Title VII.

246. As a direct and proximate result of Defendant's unlawful retaliation, Plaintiff has suffered and continues to suffer damages including but not limited to lost past and future wages, lost benefits, lost equity compensation, severe emotional distress, mental anguish, humiliation, embarrassment, and damage to her professional reputation and career prospects.

FOURTH CAUSE OF ACTION

Race Discrimination in Violation of NYSHRL § 296

247. Plaintiff repeats and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

248. At all times relevant hereto, Defendant was Plaintiff's employer within the meaning of NYSHRL § 296.

249. At all times relevant hereto, Plaintiff is a member of a protected class on the basis of her race.

250. Plaintiff was qualified for her position and performing her duties satisfactorily.

251. Despite her qualifications and satisfactory performance, Defendant subjected Plaintiff to adverse employment actions including denial of adequate resources necessary to perform her job functions, disparate terms and conditions of employment compared to similarly situated employees not in her protected class, issuance of a pretextual written warning, subjection to a hostile work environment, and her unlawful termination.

252. The adverse employment actions occurred under circumstances giving rise to an inference of discrimination, including but not limited to the stark disparity in staffing resources between Plaintiff's team and teams led by white managers performing less critical functions, discriminatory statements by her manager valuing visibility over business impact, pretextual discipline lacking legitimate business justification, and the subsequent termination of the only other Black member of the NBIA team.

253. Defendant's discriminatory conduct was intentional, willful, wanton, and in violation of NYSHRL § 296.

254. As a direct and proximate result of Defendant's unlawful discrimination, Plaintiff has suffered and continues to suffer damages, including but not limited to lost wages, lost benefits, lost equity compensation, severe emotional distress, mental anguish, humiliation, embarrassment, and damage to her professional reputation and career prospects.

FIFTH CAUSE OF ACTION

Sex Discrimination in Violation of NYSHRL § 296

255. Plaintiff repeats and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

256. At all times relevant hereto, Plaintiff is a member of a protected class on the basis of her sex.

257. Plaintiff was qualified for her position and performing her duties satisfactorily.

258. Despite her qualifications and satisfactory performance, Defendant subjected Plaintiff to adverse employment actions including denial of adequate resources necessary to perform her job functions, disparate terms and conditions of employment compared to similarly situated employees not in her protected class, issuance of a pretextual written warning, subjection to a hostile work environment, and her unlawful termination.

259. The adverse employment actions occurred under circumstances giving rise to an inference of discrimination, including but not limited to the disparity in staffing resources

between Plaintiff's team and teams led by male managers performing less critical functions, and pretextual discipline lacking legitimate business justification.

260. Defendant's discriminatory conduct was intentional, willful, wanton, and in violation of NYSHRL § 296.

261. As a direct and proximate result of Defendant's unlawful discrimination, Plaintiff has suffered and continues to suffer damages including but not limited to lost wages, lost benefits, lost equity compensation, severe emotional distress, mental anguish, humiliation, embarrassment, and damage to her professional reputation and career prospects.

SIXTH CAUSE OF ACTION

Retaliation in Violation of NYSHRL § 296

262. Plaintiff repeats and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

263. Plaintiff engaged in protected activity under NYSHRL § 296 by opposing discriminatory practices and policies, complaining to management and human resources about discriminatory treatment, and participating in internal discrimination proceedings.

264. Defendant had actual knowledge of Plaintiff's protected activity.

265. Following Plaintiff's engagement in protected activity, Defendant subjected Plaintiff to adverse employment actions including continued denial of resources, issuance of a pretextual written warning, intensification of the hostile work environment, and her unlawful termination.

266. A causal connection exists between Plaintiff's protected activity and the adverse employment actions, as demonstrated by the temporal proximity between the protected activity

and adverse actions, the pretextual nature of Defendant's stated reasons for the adverse actions, and Defendant's pattern of escalating adverse treatment following Plaintiff's complaints.

267. Defendant's retaliatory conduct was intentional, willful, wanton, and in violation of NYSHRL § 296.

268. As a direct and proximate result of Defendant's unlawful retaliation, Plaintiff has suffered and continues to suffer damages including but not limited to lost wages, lost benefits, lost equity compensation, severe emotional distress, mental anguish, humiliation, embarrassment, and damage to her professional reputation and career prospects.

SEVENTH CAUSE OF ACTION

Race Discrimination in Violation of NYCHRL § 8-107

269. Plaintiff repeats and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

270. At all times relevant hereto, Defendant was Plaintiff's employer within the meaning of NYCHRL § 8-107.

271. At all times relevant hereto, Plaintiff is a member of a protected class on the basis of her race.

272. Defendant discriminated against Plaintiff on the basis of her race in violation of NYCHRL § 8-107 by, inter alia, denying her adequate resources necessary to perform her job functions, subjecting her to disparate terms and conditions of employment compared to similarly situated employees not in her protected class, issuing a pretextual written warning, subjecting her to a hostile work environment, and unlawfully terminating her employment.

273. Plaintiff's race was a motivating factor in Defendant's decision to take the adverse employment actions against her.

274. Defendant treated Plaintiff less well than other similarly situated employees because of her race.

275. Defendant's discriminatory conduct was intentional, willful, wanton, and in violation of NYCHRL § 8-107.

276. As a direct and proximate result of Defendant's unlawful discrimination, Plaintiff has suffered and continues to suffer damages including but not limited to lost wages, lost benefits, lost equity compensation, severe emotional distress, mental anguish, humiliation, embarrassment, and damage to her professional reputation and career prospects.

EIGHTH CAUSE OF ACTION

Sex Discrimination in Violation of NYCHRL § 8-107

277. Plaintiff repeats and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

278. At all times relevant hereto, Plaintiff is a member of a protected class on the basis of her sex.

279. Defendant discriminated against Plaintiff on the basis of her sex in violation of NYCHRL § 8-107 by, inter alia, denying her adequate resources, subjecting her to disparate terms and conditions of employment, issuing a pretextual written warning, subjecting her to a hostile work environment, and unlawfully terminating her employment.

280. Plaintiff's sex was a motivating factor in Defendant's decision to take the adverse employment actions against her.

281. Defendant treated Plaintiff less well than other similarly situated employees because of her sex.

282. Defendant's discriminatory conduct was intentional, willful, wanton, and in violation of NYCHRL § 8-107.

283. As a direct and proximate result of Defendant's unlawful discrimination, Plaintiff has suffered and continues to suffer damages including but not limited to lost wages, lost benefits, lost equity compensation, severe emotional distress, mental anguish, humiliation, embarrassment, and damage to her professional reputation and career prospects.

NINTH CAUSE OF ACTION

Retaliation in Violation of NYCHRL § 8-107

284. Plaintiff repeats and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

285. Plaintiff engaged in protected activity under NYCHRL § 8-107 by opposing discriminatory practices and policies, complaining to management and human resources about discriminatory treatment, and participating in internal discrimination proceedings.

286. Defendant had actual knowledge of Plaintiff's protected activity.

287. Following Plaintiff's engagement in protected activity, Defendant subjected Plaintiff to adverse employment actions including continued denial of resources, issuance of a pretextual written warning, intensification of the hostile work environment, and her unlawful termination.

288. Plaintiff's protected activity was a motivating factor in Defendant's decision to take adverse employment actions against her.

289. Under NYCHRL's liberal construction standard, Defendant's retaliatory conduct need only have played any part in Defendant's employment decisions concerning Plaintiff.

290. Defendant's retaliatory conduct was intentional, willful, wanton, and in violation of NYCHRL § 8-107.

291. As a direct and proximate result of Defendant's unlawful retaliation, Plaintiff has suffered and continues to suffer damages including but not limited to lost wages, lost benefits, lost equity compensation, severe emotional distress, mental anguish, humiliation, embarrassment, and damage to her professional reputation and career prospects.

TENTH CAUSE OF ACTION

Whistleblower Retaliation in Violation of New York Labor Law § 740

292. Plaintiff repeats and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

293. Plaintiff disclosed to Defendant, and objected to, activities, policies, and practices of Defendant that Plaintiff reasonably believed constituted violations of laws, rules, or regulations, or posed substantial and specific dangers to public health or safety.

294. Specifically, Plaintiff disclosed and objected to activities, policies, and practices of Defendant that she reasonably believed constituted violations of laws, rules, or regulations, or posed substantial and specific dangers to public health or safety, including but not limited to: (a) Defendant's failure to comply with regulatory obligations to NYDFS, the SEC, and the U.S.

Department of Labor (EBSA); (b) material misrepresentations to NYDFS regarding TIAA's risk mitigation strategies and compliance programs related to the Accenture transaction; (c) breaches of contractual obligations and risk-mitigation commitments under the Master Services Agreement with Accenture; (d) failures of internal controls implicating the accuracy of regulatory reporting; and (e) conduct creating substantial and specific dangers to TIAA participants, plan sponsors, and the broader retirement and insurance marketplace, including impaired technology build and failed end-to-end testing of regulated products/services such as MYGA and SIA Annuitization Automation, respectively.

295. Plaintiff disclosed her reasonable beliefs to her supervisors, to TIAA Risk and Compliance, to TIAA Human Resources, and ultimately, to the NYDFS prior to her termination through a written whistleblower complaint.

296. Plaintiff also objected to and refused to participate in activities that she reasonably believed were in violation of law, including the dismantling of the NBIA program and the circumvention of established risk-controls during her FMLA leave.

297. Defendant retaliated against Plaintiff for her protected disclosures and objections by issuing the pretextual written warning, intensifying the hostile work environment, excluding her from meetings, and terminating her employment on November 17, 2025.

298. Plaintiff has fully complied with the notice provisions of New York Labor Law § 740 to the extent applicable, and to the extent any notice was not strictly required, Plaintiff qualifies for the statutory exceptions because her disclosures concerned matters of public health and safety, Defendant's conduct presented an imminent and serious danger, and Plaintiff reasonably believed

that further internal disclosure would have been futile or would have resulted in the destruction of evidence or other concealment.

299. Defendant's retaliatory conduct was intentional, willful, wanton, and in violation of New York Labor Law § 740.

300. As a direct and proximate result of Defendant's unlawful retaliation, Plaintiff has suffered and continues to suffer damages including but not limited to lost past and future wages, lost benefits, lost equity compensation, severe emotional distress, mental anguish, humiliation, embarrassment, and damage to her professional reputation and career prospects, and is entitled to all remedies provided by New York Labor Law § 740(5), including reinstatement, back pay, front pay, civil penalties, and reasonable attorneys' fees and costs.

ELEVENTH CAUSE OF ACTION

Retaliation in Violation of New York Labor Law § 215

301. Plaintiff repeats and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

302. New York Labor Law § 215 prohibits employers from discharging, threatening, penalizing, or in any other manner discriminating or retaliating against any employee because such employee has made a complaint to her employer that the employer has engaged in conduct that the employee reasonably and in good faith believes violates any provision of the Labor Law, or any order issued by the Commissioner.

303. Through her counsel's August 11, 2025 demand letter and through her own internal complaints, Plaintiff complained to Defendant that Defendant had engaged in conduct that Plaintiff reasonably and in good faith believed violated the New York Labor Law, including but

not limited to provisions concerning unlawful discrimination, retaliation, and the denial of compensation and benefits.

304. Defendant had actual knowledge of Plaintiff's complaints, including the August 11, 2025 demand letter sent to Defendant's General Counsel and Chief Human Resources Officer.

305. Following Plaintiff's protected complaints, Defendant retaliated against Plaintiff by, inter alia, having Chief Ethics Officer Dennis Machado send Plaintiff an October 17, 2025 email expressly stating that Plaintiff remained on a written warning, was "not immune" from further discipline, and that her complaints contained "nothing we can action on"; subjecting Plaintiff to continued hostile responses from Lisa Fragale; and ultimately terminating Plaintiff's employment on November 17, 2025.

306. A causal connection exists between Plaintiff's protected complaints and the adverse employment actions, including the temporal proximity between Plaintiff's August 11, 2025 demand letter and Defendant's escalating adverse actions culminating in her November 17, 2025 termination.

307. Defendant's retaliatory conduct was intentional, willful, wanton, and in violation of New York Labor Law § 215.

308. As a direct and proximate result of Defendant's unlawful retaliation, Plaintiff has suffered and continues to suffer damages, and is entitled to all remedies provided by New York Labor Law § 215(2), including liquidated damages, civil penalties, reinstatement, back pay, front pay, and reasonable attorneys' fees and costs.

TWELFTH CAUSE OF ACTION

**Interference and Retaliation in Violation of the Family and Medical Leave Act
(29 U.S.C. § 2615)**

309. Plaintiff repeats and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

310. At all times relevant hereto, Defendant was a covered employer and Plaintiff was an eligible employee within the meaning of the Family and Medical Leave Act, 29 U.S.C. § 2611 et seq. (“FMLA”).

311. Plaintiff was entitled to take FMLA leave for a serious health condition and did so from approximately July 28, 2025 through October 20, 2025.

312. The FMLA prohibits an employer from interfering with, restraining, or denying the exercise of an employee's rights under the FMLA, and from discharging or in any other manner discriminating against any employee for opposing any practice made unlawful by the FMLA. 29 U.S.C. § 2615(a).

313. Defendant interfered with Plaintiff's FMLA rights, including but not limited to the following: (a) on July 28, 2025—the very first day of Plaintiff's FMLA leave—Geddes Golay emailed Rachel Desamours seeking to use Plaintiff's absence to dismantle the NBIA program Plaintiff led; (b) Lisa Fragale and others used Plaintiff's leave period to circumvent her authority, alter NBIA processes, and prepare adverse actions against her; (c) on September 24, 2025, while Plaintiff was on FMLA leave, Lisa Fragale instructed Geddes Golay's executive administrative assistant — who had editorial access to Plaintiff's calendar — to cancel the September 2025 NBIA Committee meeting invitation that had issued from Plaintiff's calendar and to insert into

that cancellation a message that misrepresented the proceedings of the June 2025 NBIA Committee meeting, thereby causing a communication issued under Plaintiff's name to convey false information to NBIA Committee stakeholders without Plaintiff's knowledge or authorization; and (d) Defendant deprived Plaintiff of the substantive job protections to which she was entitled under the FMLA upon her return.

314. Defendant further retaliated against Plaintiff for taking FMLA leave, by intensifying the hostile work environment, making references to her twelve-week absence to discredit her understanding of initiatives about which she was very knowledgeable, and terminating her employment on November 17, 2025—approximately one month after she returned from FMLA leave.

315. A causal connection exists between Plaintiff's protected exercise of FMLA rights and Defendant's adverse employment actions, including the close temporal proximity between her FMLA leave and the escalation of adverse actions, the pretextual nature of Defendant's stated reasons for those actions, and the substantial steps Defendant took during her leave to dismantle her program and undermine her position.

316. Defendant's interference and retaliation were willful, knowing, and in bad faith within the meaning of 29 U.S.C. § 2617(a)(1)(A)(iii).

317. As a direct and proximate result of Defendant's unlawful interference and retaliation, Plaintiff has suffered and continues to suffer damages including but not limited to lost past and future wages and benefits, and is entitled to all remedies provided by 29 U.S.C. § 2617, including back pay, front pay, liquidated damages, equitable relief including reinstatement, and reasonable attorneys' fees and costs.

THIRTEENTH CAUSE OF ACTION

Interference with Protected Rights in Violation of ERISA § 510

(29 U.S.C. § 1140 and 29 U.S.C. § 1104)

318. Plaintiff repeats and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

319. At all times relevant hereto, Plaintiff was a participant in one or more employee benefit plans sponsored, maintained, or administered by Defendant within the meaning of the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq. (“ERISA”), including, but not limited to, Defendant's qualified retirement plan, deferred compensation plan, equity and incentive compensation plans, and welfare benefit plans (collectively, the “Plans”).

320. Section 510 of ERISA, 29 U.S.C. § 1140, makes it unlawful for any person to “discharge, fine, suspend, expel, discipline, or discriminate against a participant or beneficiary . . . for the purpose of interfering with the attainment of any right to which such participant may become entitled under the plan, [or] this subchapter . . .” ERISA § 404, 29 U.S.C. § 1104, establishes the fiduciary standards governing the prudent management of plan assets, including the prudent monitoring of plan service providers such as Accenture. Conduct undertaken by a participant to prevent or correct a breach of those § 1104 standards constitutes the exercise of ERISA rights protected against retaliation and interference under § 510.

321. Plaintiff was on the verge of attaining, and in the process of attaining, valuable rights and benefits under the Plans, including but not limited to the vesting of significant equity and incentive compensation on or about June 27, 2025, the continued accrual of retirement benefits, the accrual of additional service credit, eligibility for enhanced severance and separation benefits, and continued participation in Defendant's welfare benefit plans. Plaintiff attempted to

uphold § 1104 standards, preventing a fiduciary breach, by escalating known risks and gaps caused by impairment of the NBIA program. Defendant, as a fiduciary, is required under § 1104 to act solely in the interest of retirement plan participants and beneficiaries and exercise prudent risk management. Plaintiff's escalation of vendor risk and monitoring deficiencies was therefore conduct in furtherance of ERISA rights, and Defendant's retaliation against her for that conduct constitutes unlawful interference under § 510.

322. Defendant was aware of Plaintiff's existing and prospective entitlements under the Plans, including the timing of her vesting events and the financial value of the benefits she stood to attain through continued employment.

323. Defendant engaged in a pattern of conduct intended to interfere with Plaintiff's attainment of rights under the Plans, including, but not limited to: (a) issuing a pretextual written warning calculated to create a documentary record supporting termination before further benefits vested or accrued; (b) curtailing Plaintiff's internal mobility, thereby preventing her from preserving her benefit entitlements through transfer within the company; (c) using Plaintiff's FMLA leave period to dismantle the program she led and prepare adverse action against her; (d) terminating Plaintiff's employment on November 17, 2025, with the specific intent of cutting off her continued accrual of, and entitlement to, benefits under the Plans; and (e) terminating Rachel Desamours, the only other member of the NBIA team, on March 26, 2026, as part of the same pattern of conduct designed to eliminate participants whose continued employment would result in further benefit accruals.

324. Defendant's adverse actions, including Plaintiff's termination, were taken with the specific intent to interfere with Plaintiff's attainment of rights under the Plans, and Defendant's

stated reasons for those actions were pretextual. Defendant's adverse actions, including Plaintiff's termination were taken with the specific intent to prevent the escalation of deficiencies and gaps in the execution of the vendor risk management and other areas affecting retirement assets.

325. A causal connection exists between Plaintiff's protected status as a Plan participant on the cusp of attaining additional benefits and the adverse employment actions taken against her, including the close temporal proximity between Plaintiff's vesting events, her FMLA leave, her protected complaints, and Defendant's escalating adverse actions culminating in her termination.

326. Defendant's conduct was intentional, willful, and wanton, and constitutes unlawful interference and retaliation in violation of ERISA § 510, 29 U.S.C. § 1140, undertaken with the purpose of preventing Plaintiff from exercising her ERISA rights, including her efforts to ensure Defendant's compliance with the fiduciary standards set forth in ERISA § 404, 29 U.S.C. § 1104.

327. As a direct and proximate result of Defendant's unlawful interference, Plaintiff has suffered and continues to suffer damages, including but not limited to lost benefits under the Plans, lost equity and incentive compensation that would have vested but for Defendant's unlawful conduct, lost equity and incentive compensation that would have been earned but for Defendant's unlawful conduct, lost retirement benefits, and other monetary losses, and is entitled to all remedies provided by ERISA § 502, 29 U.S.C. § 1132, including equitable relief under § 502(a)(3), 29 U.S.C. § 1132(a)(3), reinstatement, restoration of lost benefits and service credit, surcharge, disgorgement, prejudgment interest, and reasonable attorneys' fees and costs under § 502(g), 29 U.S.C. § 1132(g).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Marcella Gift respectfully prays that this Court enter judgment in her favor and against Defendant Teachers Insurance and Annuity Association of America as follows:

- A. Declaring that Defendant's acts, policies, and practices complained of herein violate Title VII of the Civil Rights Act of 1964, the New York State Human Rights Law, the New York City Human Rights Law, the Family and Medical Leave Act, the Employee Retirement Income Security Act of 1974 (including ERISA § 510, 29 U.S.C. § 1140 and ERISA § 404, 29 U.S.C. § 1104, and New York Labor Law §§ 215 and 740;
- B. Awarding Plaintiff compensatory damages for lost past and future wages, lost benefits, lost equity and incentive compensation, and other monetary losses, in an amount to be determined at trial;
- C. Awarding Plaintiff compensatory damages for emotional distress, mental anguish, humiliation, embarrassment, and damage to her professional reputation and career prospects, in an amount to be determined at trial;
- D. Awarding Plaintiff punitive damages under Title VII, the NYCHRL, and all other applicable laws permitting such damages, to punish Defendant for its willful, wanton, and malicious conduct and to deter similar future conduct;
- E. Awarding Plaintiff liquidated damages under the FMLA, New York Labor Law §§ 215 and 740, and all other applicable laws permitting such damages;

- F. Awarding Plaintiff prejudgment and post judgment interest at the maximum rates allowed by law;
- G. Awarding Plaintiff her reasonable attorneys' fees, costs, and expenses pursuant to 42 U.S.C. § 2000e-5(k), 29 U.S.C. § 2617, 29 U.S.C. § 1132(g), the NYSHRL, the NYCHRL, New York Labor Law §§ 215 and 740, and any other applicable provision of law;
- H. Awarding civil penalties as provided by statute; and
- I. Granting such other and further relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues so triable.

Dated: Glen Cove, New York
May 5, 2026

Respectfully submitted,

LAW FIRM OF ADAM C. WEISS, PLLC



By: _____

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