



Issue Date: 23 October 2013

IN THE MATTER OF:

MARTHA RASHEDI,
Complainant,

v.

CONSUMER CREDIT COUNSELING
SERVICES OF NORTHWEST
INDIANA,
Respondent.

CASE NO.: 2013-CFP-2

RECOMMENDED ORDER OF DISMISSAL

This case arises under the employee protection provision of Section 1057 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (CFPA), which prohibits retaliation by a covered person or service provider against employees who engage in protected activity. In this case, the Complainant alleges that she was terminated from employment with her employer, the Consumer Credit Counseling Services of Northwest Indiana (CCCS), on April 18, 2012, in retaliation for whistleblowing regarding alleged improprieties covered by the CFPA. By letter dated January 3, 2013, the Regional Administrator, OSHA, dismissed the Complainant's complaint on the grounds that the activities alleged by the Complainant, which she claimed resulted in her termination, are not protected activity under the Act. The Complainant appealed the findings, and the claim was assigned to me for hearing.

A hearing was scheduled to begin on August 27, 2013, in Chicago, Illinois. However, on August 26, 2013, I issued an Order cancelling the hearing, and providing time for the Respondent to file dispositive motions, and for the Complainant to respond. The hearing was rescheduled to October 22, 2013, in Chicago, Illinois.

By cover letter dated September 20, 2013, the Respondent submitted a Motion to Dismiss. Unfortunately, although the Complainant's response to that motion, sent by the Complainant by overnight delivery on October 3, 2013, was timely, I was unable to review the parties' submissions or issue a ruling for the duration of the federal government shutdown, from October 1, 2013 through October 16, 2013. On October 17, 2013, I spoke with the Complainant and counsel for the Respondents, and advised that the hearing scheduled to begin on October 22, 2013 would be cancelled pending a resolution of the Respondent's motion.

Having reviewed the Respondent's Motion, as well as the Complainant's Response, I find that, considering all of the factual allegations in the Complainant's favor, she has not alleged or established that she engaged in protected activity under the CFPA. Accordingly, her claim must be dismissed.

COMPLAINANT'S ALLEGATIONS

Ms. Rashedi worked as the Executive Director of CCCS, which is a non-profit 501(c)(3) community action organization with a small staff that acts as an intermediary between clients and their creditors to establish workable and responsible payment arrangements through debt management programs, assists members of the community in preventing identity theft, and provides housing advice. It is run by a Board of Directors, the members of which are all volunteers. Ms. Rashedi was hired by the Board on July 15, 2011 as executive director, to manage the staff and follow the direction of the Board.¹

Ms. Rashedi alleges that her employment was terminated because she reported irregularities with respect to services being provided to CCCS by Praxis Strategies and Solutions, Inc.; concerns about fire code and other violations with respect to space that was being considered for use by CCCS; and violations of regulations and industry standards by providing Praxis with confidential client information.²

Allegations regarding Praxis

As reflected in a Letter of Agreement dated February 23, 2011, attached as Exhibit C to Ms. Rashedi's response to the Respondent's motion to dismiss, Praxis Strategies & Solutions entered into an agreement with CCCS to work on a "strategic plan." The services to be provided by Praxis as part of the project administration were set out in detail, and included the use of interviews, a survey, and contact with focus groups. The agreement specifically provided that Praxis would treat all information it received during the project as confidential, and that no information would be used without CCCS's permission.

Ms. Rashedi argues that this Letter of Agreement expired on June 30, 2011, and that CCCS "insisted on conducting business with Praxis Strategies and Solutions Inc. without a valid agreement or following regulations, law and protocol pursuant to industry standards." Complainant's Response at 3. Ms. Rashedi argues that she alerted her employer to her concern

¹ Although Respondent repeatedly refers to Ms. Rashedi's position as "at will," the fact that Ms. Rashedi's position was "at will" has no bearing on whether she was discharged in retaliation for engaging in protected activity. While an employer may discharge an "at will" employee for any or no cause, an employer may not discharge an employee for reasons prohibited by law.

²The Respondent suggests that Ms. Rashedi is asserting new claims on appeal. However, the violation of the CFPA implicated in her complaint is the termination of her employment by the Respondent. In establishing that the termination of her employment was in retaliation for protected activity, Ms. Rashedi is not strictly limited to the allegations in her original complaint to OSHA, or the facts uncovered during OSHA's investigation. The hearing before the Office of Administrative Law Judges is *de novo*, with the opportunity for the parties to conduct discovery, and to present facts regarding the protected activities, and the reasons for the adverse action. The findings by OSHA are irrelevant to the determination made by the Administrative Law Judge.

that confidential client information would be provided to a third party, Praxis, without a valid agreement, and contrary to industry standards for “protocol” in providing such client information.³

Ms. Rashedi has attached email correspondence between herself, members of the Board, and employees of Praxis. It reflects that on February 3, 2012, Ms. Kate Bathon, with Praxis, emailed Ms. Rashedi, stating that Praxis wanted to start planning the client focus groups for the strategic planning process. She asked Ms. Rashedi to send a list of 120 clients from the credit counseling program, and 120 clients from the foreclosure prevention/housing programs, with names, phone numbers, and addresses. Praxis would call randomly to recruit focus group participants.

Ms. Bathon wrote Ms. Rashedi again on February 7, 2012 to ask when she could expect the lists for the focus group recruitment, as they wanted to get started as soon as they could. Ms. Rashedi responded that she had forwarded the email to the Board, and was awaiting a response; the next Board meeting was that Thursday.

Included with Ms. Rashedi’s complaint are the minutes of the February 9, 2012 meeting of the Board of Directors, which Ms. Rashedi did not attend. It reflects that Mr. Banas, the president and CEO of Praxis, “recapped contractual work provided to date and outlined strategies to move forward for the completion of their contract, including a Survey/Focus Group.” The Board voted that a special committee of Warren Callahan and Dave Sikes would meet with Ms. Rashedi to “address Praxis concerns and update on next steps, obtain feedback on Praxis concerns, outline next steps to better evaluate the agency’s fiscal and program viability.”

Ms. Bathon emailed Ms. Rashedi again on February 14, 2012, indicating that at the Thursday meeting, the Board did not have an issue with her sharing the list for planning purposes. She stated that after discussion with the Board, Praxis had decided to do a phone survey versus focus groups. Ms. Rashedi responded, stating that the Board had been advised that there were regulatory procedures that must be followed before releasing client information to a third party, and she was awaiting direction from the Board.

On February 15, 2012, Ms. Bathon emailed Ms. Minor, president of the CCCS Board of Directors, to advise her that, pursuant to the discussion at the Board meeting the previous week, she had again contacted Ms. Rashedi to obtain contact lists for the client surveys, but Ms. Rashedi insisted that she needed direction from the Board. Ms. Bathon asked for Ms. Minor’s assistance in obtaining the lists. Ms. Minor emailed Ms. Rashedi, with a copy to Ms. Bathon, stating her understanding that at a meeting the day before including Ms. Rashedi, pursuant to the Board’s directive, Ms. Rashedi was to send an email to Praxis advising that Mr. Dave Sikes would be reaching out to Praxis regarding the next steps.

³ Nowhere in Ms. Rashedi’s pleadings does it reflect precisely what confidential client information she was concerned about. Although Ms. Rashedi attached copies of a number of regulations and guidelines to her pleadings, she did not identify the industry standards, laws, or regulations she claims would be contravened by providing such information to Praxis.

That same day, Mr. Sikes emailed Ms. Minor and Ms. Rashedi, stating that he had verified that Praxis was simply fulfilling its contract obligation to CCCS for completion of the Strategic Plan. He stated that he was “completely confident that the work plan Praxis provided the Board is what they still need to complete in order to fulfill their obligation associated with their agreement to provide the agency a strategic plan that would be acceptable to the Board.”

The next day, February 16, 2012, Ms. Rashedi emailed Mr. Sikes summarizing the February 14, 2012 meeting, including requesting a work plan from Praxis for completion of the Strategic Plan and the phone survey, and determining if the proposed phone survey was for “COA” and was being performed in accordance with “COA requirements.” Ms. Rashedi stated that Praxis must be advised that they were “bound by regulations to follow protocol. Pursuant to program regulations, accreditation, and certification we must notify our clients of our intentions before we can release their information to a third party.”

Ms. Rashedi also forwarded this email to Mr. Callahan, stating that legally, Praxis did not have written authority to act as the Board’s or CCCS’s agent. She stated that they did not have a valid letter of agreement, work plan, or scope of services, and that the Board and CCCS would need to draw up a new agreement and scope of service before Praxis could proceed.

On February 16, 2012, Mr. Banas emailed Ms. Rashedi, advising her that Praxis was not a “third party,” but was an agent of the Board of Directors contracted to act on its behalf. He stated:

If you’d care for us to contact your contactors [sic], with whom – as you know – we developed a positive working relationship when working on CCSNWI’s renewals last year, in order to see if there are any unique authorizations that must be filed by the BOD, or if there are any insurmountable obstacles to our request, we will gladly do so. That way the BOD can get some solid advice as to how to proceed, not vague references to regulatory procedures.

Mr. Banas advised Ms. Rashedi that she could just give Praxis phone numbers and no other identifying information if that would facilitate the process and keep it more confidential. Or Praxis could purchase a list of households, which would be an expensive and more protracted process, although Praxis would pay for the list if that was necessary.

Mr. Sikes responded to Ms. Rashedi on February 17, 2012, advising, *inter alia*, that Praxis had been unable to complete their services under their letter of agreement, and was now attempting to do so. He stated that the Board and Praxis were prepared to move forward to pursue the strategic plan. He advised Ms. Rashedi that it was her responsibility to figure out how to successfully help Praxis fulfill its contractual relationship, which was to assist the Board in securing CCCS’s COA and to evaluate the agency’s fiscal and program viability.

Mr. Sikes made it clear that if the Board members wanted to review the concerns set out by Ms. Rashedi, that should be done expeditiously, and he asked Ms. Minor to convene the Board if she thought that should be done. He did not think that was necessary, and was comfortable with the work plan provided by Praxis; he had no concerns over what Praxis

proposed to do with respect to client surveys. Mr. Sikes was concerned about delaying the start of the survey process. He stated that he appreciated that Ms. Rashedi was conscientious enough to have questions, but he did not think that the issues she raised should be her primary concern. He noted that she brought these matters to his attention when they met earlier, and asked that she trust him to handle matters his way.

Ms. Rashedi wrote to Ms. Minor on February 21, 2012, stating that she had hoped to speak with Ms. Minor about the Praxis/Board Directive. She attached the information requested by the Board for Praxis, stating that she would be happy for Ms. Minor to review and approve it, and submit it to Praxis to execute the Board's directive.

On February 23, 2012, Ms. Minor emailed Mr. Banas with the lists Praxis had requested, stating that it appeared that Ms. Rashedi chose to send this information to her instead of following the directives of the Board to forward it to him. Mr. Banas advised Ms. Minor and Ms. Rashedi on February 24, 2012 that the lists were exactly what they needed.

Ms. Rashedi was tasked to formalize a revised agreement to reflect the change in the scope of services that would fulfill the Letter of Agreement. In an email dated March 2, 2012, attached to her original complaint, Ms. Rashedi advised Mr. Banas that on March 1, 2012, the Board instructed her to finalize a revised agreement to reflect the change of scope of services to fulfill the Letter of Agreement. An email from Mr. Banas to Ms. Rashedi on March 13, 2012 indicates that a conference call was scheduled for March 15, 2012. Mr. Banas asked for an explanation of what Ms. Rashedi meant by her request for a revised agreement to reflect the change of scope of services that would fulfill the letter of agreement that ended in July 2011.

Ms. Rashedi responded that same day, stating that, considering that Praxis intended to provide services outside the original letter of agreement, the Board was requesting an addendum with a list of the proposed services presented to the Board on February 9, 2012, with the intended purpose and/or anticipated result, a definition of the role of the Executive Director, staff, and Board, and a timeline for completion. She stated that once such a document was received and approved by the Board, it would be determined if a conference call was warranted.

Mr. Banas responded on March 16, 2012, stating that Ms. Rashedi seemed confused. Praxis was not proposing services, least of all additional services, but was attempting to complete a process to determine CCCS's strategic direction for a three year period. He stated that on June 29, 2011, Praxis met with the Board to cobble together a stop gap strategic plan so that CCCS could comply with minimum interim accreditation requirements. At that meeting, the Board agreed that once they hired a new Executive Director, they would complete the strategic planning process according to the original letter of agreement. The Board agreed to call Praxis back when they were ready to proceed, and Praxis considered that consensus to be an extension of the contractual arrangement. He did not feel there was a basis for an addendum, but stated that he would read one if Ms. Rashedi had the time to write it. Mr. Banas stated that Praxis had continued completing all of the elements of the planning process that they could finish without the Board expending its time, and the onus for adhering to the remainder of the timeline was hers.

Ms. Rashedi responded that same day, advising that she would schedule time with the Board for review and further discussion.

Ms. Rashedi prepared an Executive Director Report dated April 5, 2012. In that Report, Ms. Rashedi advised that the proposed new space would not provide the required space for counselors, program assistants, and staff to ensure privacy and confidentiality of the clients served, and there were also concerns regarding OSHA, the fire code, and safeguarding of the services. She stated that CCCS would be non-compliant with industry requirements of COA accreditation, NFCC certification, and HUD certification.

In her Report, Ms. Rashedi also stated that at the previous meeting, the Board directed her to negotiate a new agreement with Praxis to reflect the actual services to be provided to CCCS. She had become aware that Praxis received express consent and approval from the Executive Committee of the Board to use the survey “as is, other deliverables and to provide services without a written agreement.” She was still waiting for a response from Praxis about the source of the random calls for the survey, and she attached a revised scope of services. Ms. Rashedi also claimed that Praxis had been overpaid.

Ms. Rashedi sent two emails to members of the Board on April 11, 2012. In the first, she discussed her communications with the person offering the space, and their discussion of “compliance issues,” noting that on April 3, 2012, he gave her “verbal notification” that he had rescinded his offer.

In the second email, Ms. Rashedi stated that she had informed the Board about the “legal liability of not having a valid agreement with Praxis.” She complained about the alleged behavior of the Board and Mr. Banas towards her, as hostile and combative when presenting regulatory information. She noted that Praxis provided a revised scope of services to the Board on April 5, 2012, confirming the services that Praxis would provide to fulfill their obligation under the original agreement.

Ms. Rashedi stated that after reviewing the survey parameters and questions being asked of the clients, she was advising the Board that the information was “readily available” in their database, and did not require a phone survey. She stated that Mr. Banas did not provide the source from which he would be making “random calls,” and the methodology of gathering data and information was questionable, and compromised “the validity of the basis for developing the domains for the CCCS Strategic Plan.” Complainant’s Response Exhibit M.

By letter dated April 18, 2012, signed by Ms. Minor, Ms. Rashedi was advised that her employment with CCCS was terminated immediately. Complainant’s Response Exhibit O.

Concerns regarding space proposed for relocation

Ms. Rashedi claims that the Board President and special committee members ignored concerns regarding OSHA health and safety issues, fire code, and violations pertaining to industry standards, for space being considered for relocation of CCCS. Ms. Rashedi claims that on March 1, 2012, she learned that the relocation had been approved on February 9, 2012, and

that, despite emails and phone calls with concerns about OSHA, fire and industry standards, the plans for the relocation moved forward. Ms. Rashedi included a Memo from the management team of CCCS, Toyia Moore, Kathy Ciminillo, and Vivian Ramos, to the Executive Board, dated March 15, 2012, regarding concerns about the suitability of the proposed new space. Ms. Rashedi stated that she provided information about the OSHA concerns to the board at an April 5, 2012 meeting.

Ms. Rashedi acknowledges that, as reflected in her April 11, 2012 email to the Board, the offer of this space was rescinded on April 3, 2012. Nevertheless, she argues that the issue was not moot, because she tried to express her concerns and those of management staff in a letter dated March 15, 2012, and these concerns were not addressed.⁴ Complainant's Response at 14. She claims that the "ACT" requires the employer to address concerns expressed by employees, and that CCCS is in direct violation of the "ACT" by its failure to address those concerns.

DISCUSSION

The purpose of summary judgment is to promptly dispose of actions in which there is no genuine issue as to any material fact. *Green v. Ingalls Shipbuilding, Inc.*, 29 BRBS 81 (1995); *Harris v. Todd Shipyards Corp.*, 28 BRBS 254 (1994). An administrative law judge may grant a summary decision for either party if the pleadings, affidavits, materials obtained by discovery or otherwise, or matters officially noticed show that there is no genuine issue as to any material fact, and that a party is entitled to judgment as a matter of law. 29 C.F.R. § 18.40(d). The evidence and inferences are viewed in the light most favorable to the non-moving party. *Dunn v. Lockheed Martin Corp.*, 33 BRBS 204, 207 (1999).

In addition, the Respondent argues that Ms. Rashedi's claim should be dismissed because her allegations do not state a claim upon which relief can be granted under the CFPA.

After reviewing Ms. Rashedi's allegations and documentary submissions, I find that, even accepting her allegations as true, her activities are not protected activity under the CFPA, which protects an employee from retaliation for objecting to or refusing to participate in activity that she reasonably believed was in violation of any law, rule, order, standard, or prohibition, subject to the jurisdiction of, or enforceable by, the Bureau of Consumer Financial Protection. None of her alleged complaints implicated consumer fraud or abuse, or any consumer financial protection law or regulation.

The employee protection provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act at 12 U.S. Code Section 5567 state as follows:⁵

(a) In general

No covered person or service provider shall terminate or in any other way discriminate

⁴ Ms. Rashedi has not provided any "letter" other than the Memo from the management team dated March 15, 2012.

⁵ The Respondent has erroneously referred to and cited authority dealing with the whistleblower protection provisions of the Sarbanes Oxley Act.

against, or cause to be terminated or discriminated against, any covered employee or any authorized representative of covered employees by reason of the fact that such employee or representative, whether at the initiative of the employee or in the ordinary course of the duties of the employee (or any person acting pursuant to a request of the employee), has—

(1) provided, caused to be provided, or is about to provide or cause to be provided, information to the employer, the Bureau, or any other State, local, or Federal, government authority or law enforcement agency relating to any violation of, or any act or omission that the employee reasonably believes to be a violation of, any provision of this title or any other provision of law that is subject to the jurisdiction of the Bureau, or any rule, order, standard, or prohibition prescribed by the Bureau;

(2) testified or will testify in any proceeding resulting from the administration or enforcement of any provision of this title or any other provision of law that is subject to the jurisdiction of the Bureau, or any rule, order, standard, or prohibition prescribed by the Bureau;

(3) filed, instituted, or caused to be filed or instituted any proceeding under any Federal consumer financial law; or

(4) objected to, or refused to participate in, any activity, policy, practice, or assigned task that the employee (or other such person) reasonably believed to be in violation of any law, rule, order, standard, or prohibition, subject to the jurisdiction of, or enforceable by, the Bureau.

The “Bureau” is the Bureau of Consumer Financial Protection, charged with enforcing federal consumer financial law consistently to ensure that all consumers have access to markets for consumer financial products and services, and that markets for consumer financial products and services are fair, transparent, and competitive. Title 12 U.S. Code Section 5511.

There is no suggestion that before she was terminated, Ms. Rashedi provided or was about to provide any information to any law enforcement authority, that she testified or was about to testify in any proceeding, or that she filed or caused to be filed any proceeding under any federal consumer financial law. In order to state a claim under these whistleblower provisions, Ms. Rashedi must allege and establish that she provided information to her employer relating to a violation, act, or omission that she reasonably believed to be a violation of any provision of the CFPA, or any other provision of law subject to the jurisdiction of the Bureau, or any rule, order, standard, or prohibition prescribed by the Bureau; or that she objected to an activity, policy, practice, or assigned task that she reasonably believed to be in violation of a law, rule, order, standard, or prohibition subject to the jurisdiction of or enforceable by the Bureau.⁶

⁶ Although she does not discuss it in her Response, Ms. Rashedi’s complaint included an allegation that CCCS violated federal regulations regarding procurement by non-profits organizations. She did not indicate what federal regulations CCCS violated, or why such violations would come within the purview of the CFPA or the Board.

According to Ms. Rashedi, her concerns about Praxis were that CCCS did not have a valid legal relationship in place, with no contract or letter of agreement to conduct business with Praxis. She stated that she attempted to express her concern that, since there was no contract, providing client information to Praxis would breach client confidentiality and industry standards, and federal law where Ms. Rashedi and CCCS would be legally liable. Complainant's Response at 11-12. Ms. Rashedi stated that Ms. Minor sent the requested information directly to Mr. Banas without a legal agreement in place, and in violation of federal laws and industry standards. She stated that CCCS is required to notify and receive client approval before any client information is given. Complainant's Response at 17.

Ms. Rashedi denies the Respondent's claim that there is no citation in her complaint to any such federal regulation pertaining to nonprofits regarding procurement, stating that nonprofit organizations are bound by federal regulations, Respondents' By-laws, and industry standards. Complainant's Response at 9. Ms. Rashedi argues that she provided the Board and Special Committee members with federal and procurement regulations pertaining to HUD recipients and nonprofits, as well as a listing of federal regulations and NFCC and COA standards which CCCS must follow. Complainant's Response at 9-10.

Although Ms. Rashedi repeatedly claims that the Respondent's lack of a written contract extending the services of Praxis past the expiration date of the letter of agreement is a violation of numerous regulations and standards, nowhere in any of her pleadings does she articulate a specific provision of law, rule, order, standard, or prohibition covered by the CFPA or enforced by the Bureau that is implicated by the lack of such a written contract. Ms. Rashedi's Complaint and Response, as well as the email correspondence she has provided, refer repeatedly to federal laws, regulations, and industry standards, but she does not explain how the lack of a written contract implicates any specific law, regulation, or standard, much less any law, rule, order, standard or prohibition under the jurisdiction of the CFPA or enforceable by the Bureau.

Nor is it at all clear why Ms. Rashedi believes that it was a violation of any federal consumer financial law subject to the jurisdiction of the CFPA for the Respondent to provide Praxis, its contractor, with names, addresses, and telephone numbers of its clients for the purposes of performing a survey as contemplated in their original agreement. The emails provided by Ms. Rashedi clearly reflect that, in order to perform this survey, Praxis asked only for names, addresses, and telephone numbers from the CCCS database, and indeed was willing to purchase a list from another source if necessary in order to complete the survey. Nowhere has Ms. Rashedi even suggested that any of their clients' financial information, confidential or otherwise, was being provided to Praxis. Nor was Praxis a "third party" to whom CCCS was providing this database; it was CCCS's contractor, performing a service at its request, to assist CCCS in meeting its strategic goals.

With respect to her claims regarding the proposed lease of new space, Ms. Rashedi has not articulated why the Board's plan to accept the offer of free office space implicated any laws, rules, or regulations within the jurisdiction of the CFPA or enforceable by the Bureau. Moreover, at the time she presented her concerns to the Board on April 5, 2012, the offer of the office space had been withdrawn. Nor does the Bureau's jurisdiction extend to complaints of harassment or discrimination against employees.

Ms. Rashedi argues that her allegations state a claim on which relief can be granted, stating that the “ACT” itself states a claim for which relief can be granted, and that it requires the Respondent to “acknowledge and address concerns relating to a hostile work environment, federal law, industry standards, health and safety concerns without retaliation. It is evident that the Respondent did not follow the “ACT” and are in direct violation of the “ACT.”” Complainant’s Response at 9. Unfortunately for Ms. Rashedi, the CFPA is not quite so broad. It is aimed at combating consumer fraud and abuse in the provision of financial products, and protects employees of financial product providers if they report a practice that they reasonably believe implicates consumer fraud or abuse, or refuse to participate in activities that they reasonably believe constitute consumer fraud or abuse.

In order to prevail under the CFPA, Ms. Rashedi must allege and establish that she engaged in protected activity, that is, that she reported to her employer, or refused to participate in, activity that she reasonably believed implicated consumer fraud and abuse in the provision of financial products, and that she suffered an adverse employment action by her employer in retaliation for her protected activity. It is not sufficient for Ms. Rashedi to state that she advised her employer that its activities violated a broad swath of laws, regulations, and industry standards, unless those activities involved consumer fraud or abuse, as contemplated by the CFPA.

I agree with the Respondent, that protected activity under the CFPA does not include Ms. Rashedi’s complaints to her employer that a client survey was unnecessary, that a written contract was necessary for accreditation purposes, that potential new office space had fire code violations and other problems, that unspecified “confidential” information was shared with a company providing survey services, or that Ms. Rashedi was allegedly subjected to racial and gender discrimination.

Moreover, it appears that the issues Ms. Rashedi was complaining about – the lack of a written agreement with Praxis and the contemplated move to a new location – *were* resolved, with Praxis entering into a written agreement regarding the scope of their services, and with the proposed move to a new space becoming moot by rescission of the offer. Although Ms. Rashedi may have disagreed with the resolution of these issues, they were addressed.

CONCLUSION

I find that, even accepting Ms. Rashedi’s factual allegations as true, she has not alleged that she engaged in any protected activity that would implicate violations of the Consumer Fraud and Protection Act. As Ms. Rashedi cannot establish that she engaged in protected activity, she cannot establish that she was fired in retaliation for engaging in protected activity. Accordingly, the Respondent’s motion for dismissal is GRANTED, and Ms. Rashedi’s claim is dismissed.

SO ORDERED.

LINDA S. CHAPMAN
Administrative Law Judge

NOTICE: Review of this Decision and Order is by the Administrative Review Board pursuant to ¶5.c.(7) of Secretary's Order 02-2012, Delegation of Authority and Assignment of Responsibility to the Administrative Review Board, 77 Fed. Reg. 69377 (Oct. 19, 2012) (published Nov. 16, 2012). Regulations, however, have not yet been promulgated by the Department of Labor detailing the process for review by the Administrative Review Board of decisions by Administrative Law Judges under the employee protection provision of the Consumer Financial Protection Act of 2010, 12 U.S.C. § 5567. Accordingly, this Decision and Order and the administrative file in this matter will be forwarded for review by the Administrative Review Board, U.S. Department of Labor, Suite S-5220, 200 Constitution Avenue, NW, Washington DC 20210. Since procedural regulations have not yet been promulgated, it is suggested that any party wishing to appeal this Decision and Order should also formally submit a Petition for Review with the Administrative Review Board.

If you wish to formally submit a Petition for Review, you must file an original and four copies of the petition for review with the Board, together with one copy of this decision. In addition, within 30 calendar days of filing the petition for review you must file with the Board: (1) an original and four copies of a supporting legal brief of points and authorities, not to exceed thirty double-spaced typed pages, and (2) an appendix (one copy only) consisting of relevant excerpts of the record of the proceedings from which the appeal is taken, upon which you rely in support of your petition for review.

Any response in opposition to a petition for review must be filed with the Board within 30 calendar days from the date of filing of the petitioning party's supporting legal brief of points and authorities. The response in opposition to the petition for review must include: (1) an original and four copies of the responding party's legal brief of points and authorities in opposition to the petition, not to exceed thirty double-spaced typed pages, and (2) an appendix (one copy only) consisting of relevant excerpts of the record of the proceedings from which appeal has been taken, upon which the responding party relies, unless the responding party expressly stipulates in writing to the adequacy of the appendix submitted by the petitioning party.

Upon receipt of a legal brief filed in opposition to a petition for review, the petitioning party may file a reply brief (original and four copies), not to exceed ten double-spaced typed pages, within such time period as may be ordered by the Board.

In addition to filing your Petition for Review with the Board at the foregoing address, an electronic copy of the Petition may be filed by e-mail with the Board, to the attention of the Clerk of the Board, at the following e-mail address: ARB-Correspondence@dol.gov.