



Issue Date: 22 March 2022

CASE NO.: 2021-CFP-00005
OSHA CASE NO.: 4-1510-19-063

In the Matter of:

CHRISTOPHER J. CROMWELL
Complainant

v.

FIDELITY BROKERAGE SERVICES, LLC
Respondent

**ORDER APPROVING SETTLEMENT AGREEMENT AND
DISMISSING COMPLAINT WITH PREJUDICE**

This matter comes before the United States Department of Labor, Office of Administrative Law Judges (“OALJ”) under the employee-protection provisions of the Consumer Financial Protection Act of 2010, Section 1057 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, 12 U.S.C. § 5567 (“CFPA”) and the regulations promulgated thereunder at 29 C.F.R. Part 1985. Christopher J. Cromwell (“Complainant”) is a self-represented litigant who has brought a claim against Fidelity Brokerage Services, LLC (“Respondent”).

On July 8, 2019, the Complainant filed a complaint with the U.S. Department of Labor, Occupational Safety and Health Administration (“OSHA”), alleging that the Respondent terminated his employment for engaging in a protected activity. On June 16, 2021, the Secretary of Labor (“Secretary”) issued findings (“Secretary’s Findings”), wherein the Secretary found that “OSHA is unable to conclude if there is reasonable cause to believe a violation of the statute has occurred.” (Secretary’s Findings at 1). On July 1, 2021, the Complainant objected to the Secretary’s Findings and filed a request for hearing on the record before the OALJ.

The Respondent submitted the *Notice of Settlement and Joint Motion to Approve Settlement Agreement with Confidentiality Protection and Request to Dismiss* (“Motion”), together with the proposed *Confidential Settlement Agreement and Mutual Release of Claims* (“Settlement Agreement”). The Settlement Agreement is signed by the Complainant and a representative for the Respondent.

The Parties stated that they “negotiated the terms of a settlement agreement” and “carefully review[ed] and consider[ed] its terms.” (Motion at 1). They indicated that they

“agreed to the monetary terms” in settlement of the Complainant’s claim. (*Id.*). The Parties requested that the Court approve the Settlement Agreement, order compliance, and dismiss the action with prejudice.

The terms of Paragraph 1 of the Settlement Agreement include: 1) within thirty (30) days of Court approval, the Respondent shall pay the Complainant a “lump sum of \$4,000” in exchange for resolution of the matter; 2) in the event payment is not effected within thirty days, interest “shall accrue at the rate of 8% per annum...until the date of the payment of the Settlement Amount plus such interest”; 3) the Parties “agree that the foregoing consideration represents settlement in full of all outstanding obligations owed” by the Respondent to the Complainant; and 4) the Respondent neither offers nor does the Complainant seek reinstatement of the Complainant’s position. (Exhibit A at 1-2, 5).

Paragraph 3 of the Settlement Agreement provides that the Parties “fully and forever release each other...from, and agree not to sue concerning, any claim” arising out of, among matters of any other kind, violation of “any federal, state or municipal statute, including, but not limited to, the whistleblower provisions of the CFPA...and the implementing regulations at 29 C.F.R. Part 1985.” (*Id.* at 2-3). My authority over settlement agreements is limited to the statutes within my jurisdiction, and I have restricted my review of the Settlement Agreement to ascertaining whether its terms fairly, adequately, and reasonably settle claims raised in this action under the CFPA. Accordingly, paragraph 3 is proper only to the extent that it releases the Parties for the claims raised in this action under the CFPA.

ORDER

1. Having considered the Parties’ *Notice of Settlement and Joint Motion to Approve Settlement Agreement with Confidentiality Protection and Request to Dismiss*, it is hereby **GRANTED**.
2. Having reviewed the terms of the Settlement Agreement as to fairness, adequateness, and reasonableness of the claims under the Consumer Financial Protection Act of 2010, as amended, the Court does not bind the Parties to the provisions in Paragraph 3 that are beyond its jurisdiction.
3. WHEREFORE, the proposed Settlement Agreement is **APPROVED** in accordance with this Order and this matter is **DISMISSED** with prejudice.

SO ORDERED.

FRANCINE L. APPLEWHITE
Administrative Law Judge
Washington, D.C.