

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Alexandria Division**

\_\_\_\_\_  
KATHRYN SMITH,  
757 McBride Road  
Fayetteville, GA 30215,

**Plaintiff,**

v.

RAYTHEON COMPANY  
1100 Wilson Boulevard  
Alexandria, VA 22209

Serve: CT Corporation System  
4701 Cox Road, Suite 285  
Glen Allen, VA 23060

**Defendant.**

Case No.: \_\_\_\_\_

**JURY TRIAL DEMANDED**

**CIVIL COMPLAINT FOR EQUITABLE AND  
MONETARY RELIEF AND DEMAND FOR JURY TRIAL**

Plaintiff Kathryn Smith, by and through counsel, files this civil complaint against Defendant Raytheon Company for violations the anti-retaliation provision of the Dodd-Frank Wall Street Reform and Consumer Protection Act, 15 U.S.C. § 78u-6 *et seq.*

**JURISDICTION AND VENUE**

1. This Court has jurisdiction over this complaint pursuant to 28 U.S.C. § 1331 because it is an action arising under the laws of the United States of America, namely the Dodd-Frank Wall Street Reform and Consumer Protection Act, 15 U.S.C. § 78u-6 *et seq.*

2. This Court has personal jurisdiction over Defendant Raytheon Company, because the Defendant has extensive and deliberate contacts with Virginia and conducts business in this district and division.

3. Venue in this district is appropriate pursuant to 28 U.S.C. § 1391 because Defendant Raytheon maintains its business within this judicial district, transacts business within this judicial district, and committed acts complained of within this judicial district.

### **PARTIES**

4. Ms. Smith is domiciled in Georgia. From August 2005 through March 2016, Ms. Smith served as a Task Order Manager/Program Manager for Raytheon.

5. Raytheon is headquartered in Waltham, Massachusetts. Raytheon is a major U.S. defense contractor and industrial corporation with core manufacturing concentration in weapons and military and commercial electronics.

6. Raytheon is a publicly traded company holding classes of securities registered under Section 12 of the Securities Exchange Act of 1935 (15 U.S.C. § 78(o)(d)) (Exchange Act) and is required to file reports under Section 15(d) of the Exchange Act. Raytheon trades on the New York Stock Exchange as RTN.

### **FACTUAL ALLEGATIONS**

7. Ms. Smith began working at Raytheon in 2005 as a Task Order Manager.

8. Starting in December 2013, Ms. Smith worked as the Program Manager on Raytheon's National Oceanic Atmospheric Administration (NOAA) subcontract. Ms. Smith consistently received positive reviews and feedback. In November 2015, Ms. Smith received an achievement award for good performance.

9. On or about February 19, 2016, Ms. Smith received an annual performance review which was rated “exceeds expectations.”

10. During her tenure at Raytheon, Ms. Smith always had a good working relationship with her supervisors and directors, and has consistently received positive comments and feedback about her work ethic and work product.

11. From July 2011 through September 2011, Ms. Smith was on bedrest while pregnant. After giving birth, Ms. Smith was approved to work remotely and reduce her hours to part-time to allow for flexibility in caring for her very premature twins.

12. In August 2011, Ms. Smith’s family moved to Michigan. Raytheon approved Ms. Smith’s request work remotely from Michigan from August 2011 through April 2013.

13. Ms. Smith returned to the northern Virginia area in April 2013 but continued to work remotely from April 2013 through January 2016. Ms. Smith’s supervisor, Andre Tarro, approved this request.

14. In January 2016, Ms. Smith’s family relocated again, this time to Georgia. Ms. Smith discussed this relocation with Mr. Tarro, and Mr. Tarro approved Ms. Smith’s request to work remotely from Georgia.

15. During the four and a half years that Ms. Smith worked remotely from Virginia, Michigan, or Georgia, Ms. Smith never received feedback that she was not being responsive or responsible while working remotely.

16. Ms. Smith began working as the Program Manager for Raytheon on the Tsunami Project. Earth Resource Technology (ERT) was the prime contractor on the Tsunami Project. Raytheon and Instrumental Software Technology, Inc. (ISTI) subcontracted under ERT. NOAA was the Government customer.

17. Raytheon's Tsunami Project subcontract was a firm fixed-price contract for approximately \$2.6 million.

18. The project called for the companies to create a tsunami warning system for Alaska and Hawaii using the already-existing Advanced Weather Interactive Processing System (AWIPS) architecture used to forecast other serious weather warnings elsewhere in the country.

19. The Tsunami Project had two phases, and Ms. Smith was not involved in Phase 1 of the project.

20. Ms. Smith heard rumors of a conflict between ERT, ISTI, and Raytheon during Phase 1, but was unable to identify the source of the conflict. However, shortly after signing the subcontract for Phase 2, Ms. Smith identified to her managers at the time, Mr. Tarro and Andy Nappi, that there may be issues with Raytheon completing the contract at the successful completion of work.

21. The Tsunami Project contract with ERT contained vague exit requirements, and Raytheon and ERT had different expectations as to what had to happen for Raytheon to be done with its work under the contract.

22. In addition to the interpersonal issues and the contract exit provision issues, there were also issues with ERT's ability to deliver their requirements technically and manage the end customer throughout the entire project.

23. ERT did not have adequate technical staff to be able to develop the program, and Ms. Smith having to provide work outside the scope of Raytheon's contract in order to assist ERT.

24. At one point, Director of the Tsunami Project Robert Keener instructed Ms. Smith to "do whatever [she] had to do" to keep Raytheon's name in positive standing with NOAA because Raytheon was up for rebidding on another NOAA contract.

25. Within a week of signing the contract for Phase 2 of the Tsunami Project, ERT delivered a condensed time table for project goals to Ms. Smith for Raytheon to complete.

26. In December 2015, Raytheon stated its intention to exit the Tsunami Project, as it had completed the required substantive work under the contract.

27. The final acceptance testing was needed in order to complete the project. However, ERT refused to schedule the required system's acceptance testing which would release Raytheon from the project.

28. In January 2016, Raytheon legal determined that Raytheon's interpretation of the exit requirements in the contract were legally valid and instructed the team on the Tsunami Project to exit the contract.

29. As a result, Susan Massihzadeh, the new Director on the Tsunami Project asked Ms. Smith to prepare an Estimate to Complete (EAC) report.

30. Raytheon's EAC reports consist of the following sections: Executive Summary, Financial Summary, Contract Status and Issues, Ground Rules, EAC Summary (contract price, budget, estimate to complete, delta from other EACs), Performance Measurement Summary, Risk, Opportunity and Mitigation, Booking Rates (what profit or loss Raytheon will realize), and Margin Analysis. Once completed, reviewed, and briefed, EAC reports are posted in Raytheon's system and "approved all the way up," as deemed necessary for the contract requirements.

31. The information in the EAC reports is then compiled and used to create Raytheon's quarterly SEC filings to shareholders and the public.

32. In January 2016, when Ms. Smith was directed to prepare the EAC for the Tsunami Project, the leadership team, including Ms. Massihzadeh and senior contracts

representative Resa Yallaly, had a discussion of the assumptions that would need to be made, and the actions Raytheon would need to take to initiate an exit from the contract.

33. The Tsunami contract ran out of money in January 2016, and all of Raytheon's work going forward would be performed at a loss to Raytheon.

34. At Ms. Massihzadeh's instruction, Ms. Smith began drafting the EAC based on the assumptions made during this January 2016 leadership call and showed a loss to Raytheon of about \$300,000 with an estimated exit date of April 2016.

35. On or about February 23, 2016, Ms. Smith spoke with Ms. Massihzadeh and Ms. Yallaly again about the EAC. Ms. Smith told Ms. Massihzadeh that the original EAC was prepared based on assumptions that had not actually occurred. Therefore, the EAC was not accurate. Ms. Yallaly agreed pointed out that the EAC numbers were out-of-date and would need to be updated.

36. Ms. Massihzadeh instructed Ms. Smith to update the estimate to finish and assumptions immediately. Ms. Smith estimated that Raytheon would not be able to exit the contract until at least June 2016, and that it would be at a loss of about \$630,000 plus a write off of the previous profit Raytheon recognized.

37. In total, Raytheon would have to show an approximate \$1 million loss on the \$2.6 million contract.

38. Ms. Smith reported these new figures to Ms. Massihzadeh, and asked if she should update the EAC with the new estimated exit date and loss. Ms. Massihzadeh never responded to Ms. Smith's inquiry about posting the new numbers on the EAC.

39. However, the next day, February 24, 2016, Mr. Tarro informed Ms. Smith that Ms. Massihzadeh had instructed him to remove Ms. Smith from the Tsunami Project. Mr. Tarro told

Ms. Smith that Ms. Massihzadeh wanted to the program manager to be located with the programmers in Omaha, Nebraska.

40. Mr. Tarro told Ms. Smith not to be concerned with the change, and assured Ms. Smith that this had happened to him before on projects. Mr. Tarro told Ms. Smith that Raytheon was still looking for a local project manager and it would take two to three weeks. Raytheon had not yet identified a candidate.

41. A few days later, hearing nothing from Ms. Massihzadeh, Ms. Smith told Mr. Tarro that she did not feel comfortable moving forward with the original EAC, which was based on outdated assumptions and numbers, reflecting a much smaller loss.

42. Mr. Tarro told Ms. Smith that he did not know if she should update the EAC, and to ask Ms. Massihzadeh.

43. Ms. Smith went to Ms. Massihzadeh and ESOS Director of Finance John Edgington to ask if she should post the EAC with the old numbers or correct loss estimates. Neither Ms. Massihzadeh nor Mr. Edgington responded with direction.

44. After approximately one week had passed with no response, Ms. Smith made the executive decision to update the EAC with the corrected loss numbers.

45. On or about February 29, 2016, Ms. Smith asked Financial Analyst Lynn Alvarez to update the EAC with the updated projected exit date and loss estimate, and post the updated EAC.

46. Ms. Alvarez responded that she already posted the original EAC with the lower loss estimate because she was getting so much pressure from management to post the report.

47. Since the EAC was already posted, Ms. Smith opted to enter a comment into the system on the EAC. Ms. Smith commented "more updated financials presented to leadership."

48. Ms. Alverz told Ms. Smith to “be careful with the comments entered as Ms. Massihzadeh may be unhappy.”

49. On or about February 18, 2016, during one of the EAC briefings to Ms. Massihzadeh’s boss, Matt Gilligan, Vice President of National Environmental Solutions (NES), Ms. Massihzadeh took over the meeting and tried to minimize the loss numbers Ms. Smith was presenting.

50. On or about March 4, 2016, Ms. Smith met with Mr. Tarro and an HR representative, Connie Vandenberg, for a meeting title “PM Transition & Next Steps.”

51. At the end of the discussion, Ms. Vandenberg told Ms. Smith, “I will send you a check list next week.” Ms. Smith asked if she was being laid off, and Ms. Vandenberg responded, “No, you are being terminated with the right for rehire.”

52. Ms. Smith asked what the difference was and the reason for her termination. Ms. Vandenberg responded, “No reason, just terminated with the right for rehire.”

53. The following Monday, March 7, 2016, Ms. Smith called Raytheon’s ethics department and reported her concerns to Representative Paul Espisito. Mr. Espisito informed Ms. Smith that he would file a complaint for Ms. Smith and told Ms. Smith that there would be an investigation at the leadership level.

54. Two days later, on or about March 9, 2016, Mr. Espisito told Ms. Smith that the reason given for her termination was that Ms. Smith was no longer able to perform her position remotely since moving to Georgia.

55. Before this date, no one had ever expressed concern about Ms. Smith working remotely from Georgia.



56. At the end of the discussion with Mr. Espisito, Ms. Smith asked when they would like her to produce a list of witnesses. Mr. Espisito told Ms. Smith that he did not require one.

57. The following week, Ms. Smith met with the ethics investigators. It was clear from their questions that they had already spoken to Ms. Massihzadeh, and were going to follow Ms. Massihzadeh's narrative. The Raytheon investigators never spoke with Ms. Alvarez or Ms. Yallaly, both of whom were key witnesses.

58. The next day, on or about March 17, 2016, the investigators told Ms. Smith that there had been no findings of unethical conduct and that the case was closed.

**COUNT I**  
**Violation of the Dodd-Frank Wall Street Reform and Consumer Protection Act,  
15 U.S.C.A. § 78u-6, *et seq.***

59. Ms. Smith incorporates the allegations in the foregoing paragraphs as though alleged herein.

60. The Dodd-Frank Wall Street Reform and Consumer Protection Act mandates that no employer may discharge a whistleblower because of any lawful act done by the whistleblower in making disclosures that are required or protected under the Sarbanes-Oxley Act of 2002, the Securities Exchange Act of 1934 (15 U.S.C. § 78a *et seq.*), or any other law, rule, or regulation subject to the jurisdiction of the Commission.

61. Engaging in protected activity under Section 806 of SOX consists of disclosing conduct that the employee reasonably believes may violate any SEC rules or regulations, or any federal statute relating to fraud.

62. Section 13 of the Securities Exchange Act and rules promulgated thereunder require Raytheon to maintain controls and procedures designed to ensure accurate financial

reporting and to devise and maintain a system of internal accounting controls. 15 U.S.C. § 78m(b)(2)(B).

63. In addition, Section 13 provides that “No person shall knowingly circumvent or knowingly fail to implement a system of internal accounting controls.” *Id.* § 78m(b)(3)(B)(5).

64. Section 10(b) of the Securities Exchange Act, 15 U.S.C. § 78j(b), and Exchange Act Rule 10b-5 thereunder, 17 C.F.R. § 240.10b-5, prohibit a company from, *inter alia*: employing any device, scheme or artifice to defraud; making any untrue statement of a material fact or omitting to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or engaging in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person, in connection with the purchase or sale of any security.

65. Ms. Smith engaged in protected activity when she presented the \$630,000 loss estimate to Ms. Massihzadeh and Mr. Edgington and asked to post the updated estimate on or about February 23, 2016 and February 26, 2016.

66. Ms. Smith engaged in further protected activity on February 29, 2016 when she entered a note into Raytheon’s system stating that despite posting a projected loss of \$200,000, there had been “more updated financials presented to leadership.”

67. On March 7, 2016, Ms. Smith engaged in further protected activity when she reported her concerns that Ms. Massihzadeh and Mr. Edgington’s decision to post the outdated EAC constituted a violation and that she was being retaliated against for pressing to post the correct loss number.

68. Ms. Smith reasonably believed that Raytheon violated SEC rules, including rules governing the maintenance of adequate internal controls, federal laws, rules and regulations

relating to securities fraud and fraud against shareholders, and various other federal laws, when it provided untrue loss projections as to the Tsunami Project.

69. Raytheon knew that Ms. Smith had engaged in protected activity.

70. In violation of SOX, 18 U.S.C. § 1514A, and in retaliation for Ms. Smith's repeated disclosures to her supervisors of her reasonably held belief that Raytheon had violated SEC rules, including rules governing the maintenance of adequate internal controls, federal laws, rules and regulations relating to securities fraud and fraud against shareholders, and various other federal laws, Raytheon took an adverse action against Ms. Smith by removing her as Program Manager for the Tsunami Project on February 24, 2016.

71. In violation of SOX, 18 U.S.C. § 1514A, and in retaliation for Ms. Smith's repeated disclosures to her supervisors of her reasonably held belief that Raytheon had violated SEC rules, including rules governing the maintenance of adequate internal controls, federal laws, rules and regulations relating to securities fraud and fraud against shareholders, and various other federal laws, Raytheon took an adverse action against Ms. Smith by terminating her on March 4, 2016, effective March 18, 2016.

72. Ms. Smith's protected activity was a contributing factor to the adverse actions taken against her by Raytheon.

73. Raytheon had no legitimate business reason for its decision to remove Ms. Smith as Program Manager from the Tsunami Project.

74. Raytheon had no legitimate business reason for its decision to terminate Ms. Smith.

75. Raytheon stated reasons for terminating Ms. Smith are pretextual.

76. As a direct result of Raytheon's unlawful retaliatory employment practices, Ms. Smith has sustained, and will in the future sustain, permanent and irreparable economic and other harm, including, but not limited to, damage to her reputation, loss of earnings, loss of certain benefits, loss of future earning power, back pay and front pay, emotional distress, and interest.

**PRAYER FOR RELIEF**

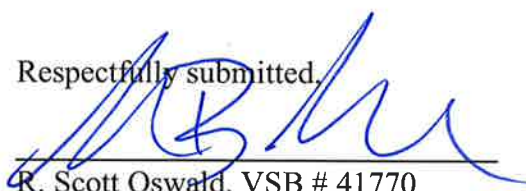
WHEREFORE Plaintiff Kathryn Smith respectfully requests that the Court enter judgment in her favor and award her of the following relief:

- A. Economic damages;
- B. Compensatory damages;
- C. Injunctive relief;
- D. Costs and attorneys' fees;
- E. Any other relief that this Court deems just and equitable.

**JURY DEMAND**

Plaintiff demands a trial by jury for any and all issues proper to be so tried.

Respectfully submitted,



R. Scott Oswald, VSB # 41770  
Kellee Boulais Kruse, VSB # 78710  
The Employment Law Group, P.C.  
888 17th Street, N.W., 9<sup>th</sup> floor  
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(202) 261-2838  
(202) 261-2835 (facsimile)  
soswald@employmentlawgroup.com  
kkruse@employmentlawgroup.com  
*Counsel for Plaintiff*

Dated 4/11/2017

JS 44 (Rev. 08/16)

### CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

<p><b>I. (a) PLAINTIFFS</b></p> <p>Kathryn Smith</p> <p><b>(b)</b> County of Residence of First Listed Plaintiff <u>Fayette County, GA</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p><b>(c)</b> Attorneys <i>(Firm Name, Address, and Telephone Number)</i></p> <p>The Employment Law Group, P.C.; 888 17th Street, N.W., 9th Floor, Washington, D.C. 20006; (202) 261-2838</p>	<p><b>DEFENDANTS</b></p> <p>Raytheon Company</p> <p>County of Residence of First Listed Defendant <u>Arlington County, VA</u> <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys <i>(If Known)</i></p>
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<p><b>II. BASIS OF JURISDICTION</b> <i>(Place an "X" in One Box Only)</i></p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input checked="" type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i></p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i></p>	<p><b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> <i>(Place an "X" in One Box for Plaintiff and One Box for Defendant)</i></p> <table style="width:100%; border-collapse: collapse;"> <tr> <td></td> <td style="text-align: center;"><b>PTF</b></td> <td style="text-align: center;"><b>DEF</b></td> <td></td> <td style="text-align: center;"><b>PTF</b></td> <td style="text-align: center;"><b>DEF</b></td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		<b>PTF</b>	<b>DEF</b>		<b>PTF</b>	<b>DEF</b>	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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**IV. NATURE OF SUIT** *(Place an "X" in One Box Only)* Click here for: [Nature of Suit Code Descriptions](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<p><b>PERSONAL INJURY</b></p> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<p><b>PERSONAL INJURY</b></p> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <p><b>PERSONAL PROPERTY</b></p> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157
			<p><b>LABOR</b></p> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input checked="" type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
			<p><b>IMMIGRATION</b></p> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<p><b>PROPERTY RIGHTS</b></p> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark
			<p><b>SOCIAL SECURITY</b></p> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<p><b>FEDERAL TAX SUITS</b></p> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS		
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<p><b>Habeas Corpus:</b></p> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <p><b>Other:</b></p> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement		

**V. ORIGIN** *(Place an "X" in One Box Only)*

1 Original Proceeding   
 2 Removed from State Court   
 3 Remanded from Appellate Court   
 4 Reinstated or Reopened   
 5 Transferred from Another District *(specify)*   
 6 Multidistrict Litigation - Transfer   
 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity)*:  
Dodd-Frank Wall Street Reform and Consumer Protection Act, 15 U.S.C. § 78u-6 et seq.

Brief description of cause:  
Violation of the anti-retaliation provision of the Dodd-Frank Wall Street Reform and Consumer Protection Act

**VII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.    **DEMAND \$** \_\_\_\_\_

CHECK YES only if demanded in complaint:  
**JURY DEMAND:**  Yes     No

**VIII. RELATED CASE(S) IF ANY** *(See instructions):*

JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE: 04/11/2017

SIGNATURE OF ATTORNEY OF RECORD: 

**FOR OFFICE USE ONLY**

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_