

**UNITED STATES OF AMERICA  
MERIT SYSTEMS PROTECTION BOARD**

**2012 MSPB 104**

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Docket No. DC-0752-10-0686-X-1

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**Cherlyn Phillips,**

**Appellant,**

**v.**

**Department of Homeland Security,**

**Agency.**

September 13, 2012

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Cherlyn Phillips, Bladensburg, Maryland, pro se.

David M. Burns, Washington, D.C., for the agency.

**BEFORE**

Susan Tsui Grundmann, Chairman  
Anne M. Wagner, Vice Chairman  
Mark A. Robbins, Member

**OPINION AND ORDER**

¶1 This case is before the Board pursuant to the administrative judge's Recommendation finding the agency noncompliant with the November 10, 2010 Initial Decision, which accepted the parties' settlement agreement into the record for enforcement and became the Board's final decision on December 15, 2010. MSPB Docket No. DC-0752-10-0686-I-1, Initial Appeal File (IAF), Tab 11. The settlement agreement required the agency, among other things, to cancel the removal action against the appellant; process her voluntary resignation; expunge all removal-related documents from her Official Personnel Folder (OPF); and

provide prospective employers only the appellant's dates of employment, position, and rate of pay. IAF, Tab 10 at ¶ 3a-c. The administrative judge found that the agency had violated these provisions and recommended that the Board grant the petition for enforcement, vacate the settlement agreement, and reinstate the appellant's initial appeal. *See* MSPB Docket No. DC-0752-10-0686-X-1, Compliance Referral File (CRF), Tab 1 at 8-11. The agency contests this finding; the appellant urges us to affirm it.

¶2 For the reasons discussed below, we find the agency in noncompliance with the settlement agreement. We therefore grant the petition for enforcement, vacate the settlement agreement, and reinstate the initial appeal, MSPB Docket No. DC-0752-10-0686-I-1.

### **BACKGROUND**

¶3 Effective July 3, 2010, the agency removed the appellant, who timely appealed the removal. Thereafter, in July 2010, the appellant applied for unemployment benefits in Virginia. MSPB Docket No. DC-0752-10-0686-C-1, Compliance File (CF), Tab 3 at 3. The state unemployment office contacted TALX Corporation, which contracts with the agency to respond on the agency's behalf to state unemployment claims. *Id.* In response to the appellant's claim in Virginia, TALX contacted the agency to request relevant separation information. The agency, through Leyni Rosario, Director of Employment and Labor Relations, provided TALX the July 3, 2010 removal decision letter and the prior proposal letter. *Id.* at 3-4. TALX forwarded these documents to the Virginia state unemployment office in July 2010. *See id.* at 3.

¶4 On November 3, 2010, the parties agreed to settle the appellant's appeal of her removal. *See* IAF, Tab 10. The settlement agreement, in pertinent part, required the agency to cancel the July 3, 2010 removal action and permit the appellant to resign, effective July 3, 2010. IAF, Tab 10 at ¶ 3a. The settlement agreement also provided that the agency would:

b. Expunge all documents related to Appellant's removal from her Official Personnel folder. In the event anything else relating to the removal action should arise in any other files, it will likewise be destroyed. Nothing in this paragraph prohibits the Agency from retaining a copy of all records in the Office of Principal Legal Advisor (OPLA) or the Employee and Labor Relations (E&LR) Office in the event of future litigation. The Agency agrees to complete the actions required of this provision no later than thirty (30) days from the effective date of this settlement agreement.

c. In response to appropriate inquiries about the Appellant from prospective employers, Appellant is obligated to refer prospective employers to Leyni Rosario, Director, Employee and Labor Relations ... Unless the request for information is pertaining to a law enforcement officer position, information provided in references will be limited to dates of employment, rate of pay and position held. No additional information shall be furnished unless the Appellant authorizes the release or as required by law, court order, or government regulation.

IAF, Tab 10 at ¶ 3b-c. In return, the appellant agreed to withdraw her appeal with prejudice and resign from her position. She also agreed not to apply for future employment with the Department of Homeland Security, although she could apply to other federal agencies. IAF, Tab 10 at ¶ 2a-c. The administrative judge found that the settlement agreement was lawful and freely entered into by the parties, that the parties understood its terms, and that the parties intended to have the agreement entered into the record for enforcement purposes. IAF, Tab 11 at 1-2. She therefore entered the agreement into the record for enforcement purposes and dismissed the appeal. IAF, Tab 11 at 2. The Initial Decision became final on December 15, 2010, after neither party petitioned for review.

¶5 In accordance with the settlement agreement, the agency provided the appellant a neutral reference letter containing her dates of employment, positions held, and rate of pay. The agency also expunged the proposal and decision letters from the appellant's OPF and replaced them with a Notification of Personnel Action (SF-50) indicating that the appellant had resigned for personal reasons, effective July 3, 2010. CF, Tab 3 at 4. The agency did not, however, provide the

reference letter or new SF-50 to TALX or inform TALX that the removal action had been canceled and that the appellant had resigned. *See* CF, Tab 3 at 21.

¶6 Eight months later, in July 2011, the appellant applied for unemployment benefits in Maryland. Maryland contacted TALX to obtain relevant separation information. CF, Tab 3 at 21. TALX provided to the Maryland Department of Labor the removal documents it had obtained from the agency a year earlier, without checking with the agency to determine whether the documents were still valid (which, pursuant to the settlement agreement, they were not). CF, Tab 3 at 4, 21. On July 29, 2011, the Maryland Department of Labor denied the appellant's claim for unemployment benefits on the basis that she had been removed from federal service for "gross misconduct in connection with the work," barring her from receiving benefits. CF, Tab 1 at 4.

¶7 On December 1, 2011, the appellant filed a petition for enforcement, contending the agency breached the settlement agreement by providing the Maryland Department of Labor information regarding her removal, resulting in the denial of her claim for unemployment benefits. CF, Tab 1 at 2. The appellant alleged that the agency provided the July 3, 2010 removal notice rather than her July 3, 2010 resignation and the neutral reference, as required by the settlement agreement. CF, Tab 1 at 2-3, 8-15. The agency denied having breached the agreement, asserting that it had expunged the removal-related documents from the appellant's OPF and that TALX, not the agency, had released these documents to the Maryland Department of Labor. CF, Tab 3 at 2. The agency also contested the timeliness of the petition, contending that the appellant filed her petition unreasonably late because she learned of the alleged noncompliance on July 29, 2011, but did not file a petition for enforcement until December 1, 2011 – four months later. CF, Tab 3 at 2-3.

¶8 The administrative judge found that the agency had materially breached the settlement agreement and recommended that the Board grant the petition for enforcement, vacate the settlement agreement, and reinstate the initial appeal.

CF, Tab 5 at 11. The agency contested this finding and renewed its objections to the timeliness of the petition for enforcement. *See* CRF, Tab 4.

## ANALYSIS

### Timeliness

¶9 The administrative judge did not address the agency's contention that the petition for enforcement was untimely, although the agency raised it below and the appellant responded. *See* CF, Tabs 3 and 4. The agency now renews this argument, claiming that the appellant did not timely petition for enforcement because she waited four months from the date she became aware of a possible breach of the settlement agreement. CRF, Tab 4 at 10. The agency contends that the appellant should have petitioned for enforcement within 30 days of learning of the possible breach. *Id.* at 10-11.

¶10 The appellant explained that she learned of the possible breach on July 29, 2011, when the Maryland Department of Labor faxed her the removal documents. CRF, Tab 5 at 4; CF, Tab 4 at 1-2. She promptly consulted an attorney, who advised her to wait to file a petition for enforcement until she had obtained her OPF and determined whether the agency had complied with its expungement obligations. *Id.* The appellant immediately sought from the agency a copy of her OPF. CF, Tab 4 at 1, 5, 7-70 (copies of emails between the appellant and various agency representatives). She believed the agency would send her OPF within 10 days. *Id.* On November 25, 2011, in response to her repeated inquiries, the agency finally sent the appellant her OPF.<sup>1</sup> CF, Tab 4 at 70-71. The appellant filed her petition for enforcement six days later, on December 1, 2011.<sup>2</sup>

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<sup>1</sup> The appellant also complains that the OPF the agency sent her was incomplete, omitting her last seven years of service. CRF, Tab 5 at 4.

<sup>2</sup> The petition for enforcement is dated November 29, 2011, although the administrative judge received it on December 1, 2011.

¶11 A petition for enforcement alleging breach of a settlement agreement must be filed “within a reasonable amount of time of the date the petitioning party becomes aware of a breach of the agreement. The reasonableness of the time period depends on the circumstances of each case.” *Kasarsky v. Merit Systems Protection Board*, [296 F.3d 1331](#), 1335 (Fed. Cir. 2002); *see also Eagleheart v. U.S. Postal Service*, [113 M.S.P.R. 89](#), ¶ 12 (2009). Here, although the appellant did not petition for enforcement until four months after she became aware that the agency apparently had breached the settlement agreement, she contacted the agency to obtain a copy of her OPF promptly after learning of the apparent breach. *See* CF, Tab 4. She thus acted diligently to determine whether the agency had complied with its expungement obligations and filed her petition for enforcement within six days after receiving her OPF from the agency. *See* CF, Tab 4. Under the circumstances – including the agency’s lengthy delay in providing the OPF, which appears to have influenced the appellant’s failure to immediately file her petition – we find that the petition for enforcement was filed within a reasonable amount of time. *See Bostick v. Department of Health and Human Services*, [63 M.S.P.R. 399](#), 402 (1994) (4-month delay was reasonable under the circumstances, though 21-month delay was not); *cf. Chudson v. Environmental Protection Agency*, [71 M.S.P.R. 115](#), 118 (1996) (1-year delay was unreasonable where appellant was an experienced Board litigant and was represented by counsel).

#### Breach of the Settlement Agreement

¶12 The Board enforces settlement agreements entered into the record as it does final Board decisions or orders. “Where the appellant alleges noncompliance with a settlement agreement, the agency must produce relevant material evidence of its compliance with the agreement, or show that there was good cause for noncompliance. The ultimate burden, however, remains with the appellant to prove breach by a preponderance of the evidence.” *Knight v. Department of*

*Treasury*, [113 M.S.P.R. 548](#), ¶ 8 (2010). A breach is material “when it relates to a matter of vital importance or goes to the essence of the contract.” *Kitt v. Department of the Navy*, [116 M.S.P.R. 680](#), ¶ 11 (2011) (citing *Lutz v. U.S. Postal Service*, [485 F.3d 1377](#), 1381 (Fed. Cir. 2007)).

¶13 The administrative judge found that TALX acted as an agent for the agency with regard to “state inquiries concerning former employees’ unemployment claims.” CF, Tab 5 at 8. Imputing TALX’s actions to the agency, the administrative judge then found that the agency materially breached the settlement agreement when TALX provided the removal documents to the Maryland Department of Labor. *Id.* The administrative judge further found that following the settlement agreement, the agency had an obligation to direct TALX, its agent, to remove the proposal and decision letters from the appellant’s records and replace them with information regarding her voluntary resignation. CF, Tab 5 at 8-9, 10.

¶14 We find that the agency materially breached paragraph 3b of the settlement agreement. We agree with the administrative judge that TALX acted as the agency's agent when it provided the removal documents to the Maryland Department of Labor and that the settlement agreement required the agency to retrieve the removal documents from TALX and replace them with the resignation-related documents. The agency does not dispute that TALX acted as its agent. *See* CRF, Tab 4 at 11. Rather, the agency contends that it did not breach the agreement because as its agent, TALX “was permitted to maintain a copy of the removal documents under the plain terms of the Settlement Agreement.” *Id.* at 12. We disagree. The settlement agreement expressly limits agency components permitted to maintain copies of the removal documents to “the Office of Principal Legal Advisor (OPLA) or the Employee and Labor Relations (E&LR) Office.” IAF, Tab 10 at ¶ 3b. The agreement further provides that OPLA and E&LR would maintain these copies “in the event of future litigation.” *Id.* The agency could have specified – but did not – that copies also

could be kept by other components, by agents of agency offices or components, or for reasons other than future litigation. The Board will not read into the settlement agreement terms not specified by the parties. *E.g.*, *Flores v. U.S. Postal Service*, [115 M.S.P.R. 189](#), ¶ 10 (2010).

¶15 In addition to finding that the settlement agreement did not permit TALX to maintain copies of the rescinded removal documents, we find that the agency breached paragraph 3b of the settlement agreement when it failed ensure that the removal-related documents were removed and replaced with the resignation documentation after the agency signed the settlement agreement. The agency signed the settlement agreement in November 2010 and named Leyni Rosario, Director, Employee and Labor Relations, as the point of contact for future employment inquiries related to the appellant. IAF, Tab 10 at ¶ 3c. Ms. Rosario had provided the removal documents to TALX four months earlier, in July 2010. CF, Tab 3 at 3. The agency therefore was or should have been aware that it had provided the now-rescinded documents and had an obligation to ensure that such documents were removed and destroyed – particularly given the acknowledged contractual relationship between the agency and TALX.<sup>3</sup> Failure to do so constituted a breach of the settlement agreement. *See Kitt*, [116 M.S.P.R. 680](#), ¶¶ 7-11 (agreement to rescind or cancel removal action required agency to “remove any record of the appellant’s removal,” even when not expressly stated in the settlement agreement) (citing *Conant v. Office of Personnel Management*, [255 F.3d 1371](#) (Fed. Cir. 2001)); *see also King v. Department of the Navy*, [130](#)

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<sup>3</sup> We are not persuaded by the agency’s claim that it was not required to ensure expungement of the removal documents from TALX’s files because the expungement requirement applied solely to the OPF and “was only prospective as to other files for a 30 day period.” CRF, Tab 4 at 12 n.4. As discussed above, the settlement agreement contemplated that the documents would be expunged from all existing files except those kept by OPLA and E&LR and from any future files. *See* IAF, Tab 10 at ¶ 3b. The removal documents existed in TALX’s files at the time the agreement was signed. They therefore fell within this provision of the agreement.

[F.3d 1031](#), 1033-34 (Fed. Cir. 1997) (agency was required to seek out and expunge removal-related documents from other agencies).

¶16 The breach was material because the requirement that the agency cancel the removal action and replace the removal documents with resignation documents was vital and went “to the essence of the contract.” *Kitt*, [116 M.S.P.R. 680](#), ¶ 11; *see Lutz*, 485 F.3d at 1381. The agency contends that even if it should have requested that TALX destroy the removal documents, TALX’s disclosure of the documents to the Maryland Department of Labor did not materially breach the settlement agreement because the disclosure did not harm the appellant, who would not have received unemployment benefits under Maryland law even if TALX had provided the correct documents. CRF, Tab 4 at 12-14. The agency misapprehends the standard for evaluating material breach. As discussed above, under Board case law, a breach is material when it relates to a matter of vital importance or goes to the essence of the contract – even in the absence of harm. *Young v. U.S. Postal Service*, [117 M.S.P.R. 211](#), ¶ 17 (2012) (“In cases involving disclosures of information in violation of a settlement agreement the Board has consistently held that an appellant need not show actual harm . . .”); *see also Mullins v. Department of the Air Force*, [79 M.S.P.R. 206](#), ¶¶ 10-11 (1998). Accordingly, the agency materially breached the settlement agreement even assuming, as the agency asserts (and as discussed below), provision of the proper documents might not have altered the Maryland Department of Labor’s denial of unemployment benefits. Moreover, even if the breach did not affect the denial of benefits in Maryland, it arguably harmed the appellant by damaging her reputation. *See Powell v. Department of Commerce*, [98 M.S.P.R. 398](#), ¶¶ 10-13 (2005) (“To assert, as the agency has, that such statements [of confidential information] had no adverse effect is to ignore the damage done to the appellant’s reputation.”).

¶17 The agency also asserts that the disclosure did not breach the settlement agreement “at all,” because the agreement contained an exception for disclosure

of removal-related information “as ordered by an administrative body or as otherwise required by law.” CRF, Tab 4 at 15, 17. The agency claims that Board precedent and Maryland law required it “to truthfully respond to the Maryland Unemployment Division’s request for separation information about the Appellant.” CRF, Tab 4 at 20. Thus, according to the agency, Maryland law required it to disclose the removal to the Maryland Department of Labor. The agency relies on *Felch v. Department of the Navy*, [112 M.S.P.R. 145](#) (2009) and *Allen v. Department of Veterans Affairs*, [112 M.S.P.R. 659](#) (2009).

¶18 The agency did not raise this argument before the administrative judge, although the issue was squarely presented. We have nonetheless considered it and conclude that the disclosure of the removal-related documents was not required by law, and therefore materially breached the settlement agreement.

¶19 In *Felch*, the agency agreed, among other things, to cancel the appellant’s suspension, purge it from his OPF, keep the settlement terms confidential, and respond to future employment inquiries with a neutral reference. *Felch*, [112 M.S.P.R. 145](#), ¶ 2. The appellant alleged that the agency breached the agreement by providing information about his suspension to the California Unemployment Insurance Appeals Board. *Id.*, ¶ 4. The Board held that the agency materially breached the agreement, finding that particularly in light of the confidentiality provision, disclosure of the suspension information “to any third party – prospective employer or otherwise” – would deprive the appellant of the benefit of her bargain. *Id.*, ¶ 14. The Board noted, however, that such disclosure would not breach the agreement if the agency “was required by law or regulation to disclose that information” and remanded the appeal so the administrative judge could determine whether such requirements existed. *Id.*, ¶ 15.

¶20 In *Allen*, the agency agreed to remove information about the appellant’s removal from his OPF and replace it with an SF-50 indicating that he resigned. *Allen*, [112 M.S.P.R. 659](#), ¶ 2. The appellant filed a claim with the Department of Labor, Office of Workers’ Compensation Programs (OWCP), for a compensable,

work-related illness. *Id.*, ¶ 3. The agency contested this claim, informed OWCP that the appellant had been removed, and provided the reasons underlying the removal. *Id.*, ¶ 4. The Board held that these disclosures did not breach the settlement agreement because the parties expressly included language providing that the agency would “truthfully respond regarding those matters required by law’ if contacted for any employment inquiry or reference,” and OWCP’s regulations required the agency to “provide OWCP with truthful information that could plausibly support or refute the employee’s claim for FECA benefits.” *Id.* at ¶¶ 18, 21. Because the agency disagreed with the employee’s claimed entitlement to benefits, it was required to provide full information about the circumstances of the employee’s departure from the agency. *Id.*, ¶ 23.

¶21 As in *Felch* and *Allen*, the settlement agreement here carved out exceptions to non-disclosure:

3c. In response to appropriate inquiries about the Appellant from prospective employers, Appellant is obligated to refer prospective employers to Leyni Rosario, Director, Employee and Labor Relations ... Unless the request for information is pertaining to a law enforcement officer position, information provided references will be limited to dates of employment, rate of pay and position held. *No additional information shall be furnished unless the Appellant authorizes the release or as required by law, court order, or government regulation.*

**5. NON-DISCLOSURE.** The parties agree to keep the nature and terms of this Settlement Agreement or the incidents which gave rise to the MSPB appeal confidential. The terms of the Settlement Agreement may not be disclosed to any person or entity beyond the persons signing below, except as necessary in order to implement the terms of the Settlement Agreement *or as ordered by a court or administrative body of competent jurisdiction.*

IAF, Tab 10 at ¶¶ 3c, 5 (emphasis added).

¶22 The agency contends that the Maryland Department of Labor, like OWCP, mandates full disclosure of the circumstances surrounding an employee’s separation from service in order to determine whether to award benefits. CRF, Tab 4 at 18-20. This overstates the requirements. Specifically, the Maryland

Department of Labor advises employers that they “can prevent improper benefit charges to their accounts by providing accurate information to ensure a proper determination. Employers providing false information for the purpose of disqualifying a claimant may be subject to criminal, as well as civil, penalties.” Maryland Department of Labor, Division of Unemployment Insurance, “Employer’s Quick Reference Guide” at 15. The amount of information required to ensure “a proper determination” necessarily will vary depending on the circumstance.

¶23 Here, the circumstances did not require the agency to provide the removal-related documents in order to contest the appellant’s eligibility for benefits. The Reference Guide plainly states that resignation for personal reasons does not entitle the employee to benefits: “If the reason for quitting is personal and not job-connected, the claimant will be disqualified. In these cases, the employer’s account should not be charged.” *Id.* The appellant resigned for personal reasons, as reflected in the SF-50 executed in accordance with the agreement. IAF, Tab 10 at ¶ 2a, 3a, & SF-50 (Part E).<sup>4</sup> Therefore, the agency needed only to provide this information. No further information about the circumstances leading up the appellant’s resignation was required to challenge the appellant’s entitlement to benefits. The agency would have needed to provide additional information only if the Maryland Department of Labor requested it or if the Maryland Department of Labor accepted the appellant’s claim for benefits, obligating the agency to appeal the determination. The disclosure of the removal documents thus was premature and not required by law. Accordingly, the disclosure did not fit within the exception carved out in the settlement agreement.<sup>5</sup>

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<sup>4</sup> The SF-50 even noted that the appellant’s reasons for resigning would be “used in determining possible unemployment benefits.” CF, Tab 10 at SF-50 (Part E).

<sup>5</sup> We reject the agency’s contention that providing the resignation rather than removal documents would violate its obligation “to truthfully respond to the Maryland Unemployment Division’s request for separation information regarding Appellant.”

¶24 We note that the agency itself apparently does not believe that Maryland law required it to provide the removal documents, because the agency requested that TALX destroy the documents and replace them with information about the appellant's resignation. *See* CF, Tab 3 at 5 (“... now that the Agency is aware of the situation, it is requesting that TALX remove the proposal and decision letters from its files and replace it with information regarding Appellant's voluntary resignation and neutral employment reference.”). Thus, if Maryland or other states seek information about the appellant from TALX in the future, they will be informed only of her resignation. This is inconsistent with the agency's assertion that Maryland law required it to provide the removal-related documents in response to the appellant's claim.

¶25 Finally, the agency contends that even if it materially breached the settlement agreement, the Board should dismiss the petition for enforcement because, unless the appellant seeks rescission of the settlement agreement, there is no viable remedy. CRF, Tab 4 at 21. The appellant seeks rescission, as is her right. *See* CRF, Tab 5 at 4 (disputing the agency's claim that she did not seek rescission and asking for affirmance of the administrative judge's Recommendation that the Board rescind the settlement agreement and reinstate the initial appeal). *See also* *Lutz*, 485 F.3d at 1382; *Poett v. Department of Agriculture*, [98 M.S.P.R. 628](#), ¶ 20 (2005) (as the non-breaching party, the appellant was entitled to elect between enforcement of the breached provisions or rescission of the settlement agreement and reinstatement of the original appeal).

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CRF, Tab 4 at 18. Pursuant to the settlement agreement, the agency rescinded the removal action and the appellant resigned. This arrangement effectively erased the removal action, *see Conant*, 255 F.3d at 1376, except as necessary to delve into the reasons underlying the appellant's resignation – which, as we have found, was not required here.

**ORDER**

¶26 The initial decision dismissing the appeal pursuant to the settlement agreement is VACATED and the appellant's appeal of her removal is REINSTATED and FORWARDED to the Washington Regional Office for adjudication. This is the final decision of the Merit Systems Protection Board in this compliance proceeding. Title 5 of the Code of Federal Regulations, section 1201.183(b) ([5 C.F.R. § 1201.183\(b\)](#)).

**NOTICE TO THE APPELLANT REGARDING  
YOUR RIGHT TO REQUEST  
ATTORNEY FEES AND COSTS**

You may be entitled to be paid by the agency for your reasonable attorney fees and costs. To be paid, you must meet the requirements set out at Title 5 of the United States Code (5 U.S.C.), sections 7701(g), 1221(g), or 1214(g). The regulations may be found at [5 C.F.R. §§ 1201.201](#), 1201.202, and 1201.203. If you believe you meet these requirements, you must file a motion for attorney fees WITHIN 60 CALENDAR DAYS OF THE DATE OF THIS DECISION. You must file your attorney fees motion with the office that issued the initial decision on your appeal.

**NOTICE TO THE APPELLANT REGARDING  
YOUR FURTHER REVIEW RIGHTS**

You have the right to request the United States Court of Appeals for the Federal Circuit to review this final decision. You must submit your request to the court at the following address:

United States Court of Appeals  
for the Federal Circuit  
717 Madison Place, N.W.  
Washington, DC 20439

The court must receive your request for review no later than 60 calendar days after your receipt of this order. If you have a representative in this case and your

representative receives this order before you do, then you must file with the court no later than 60 calendar days after receipt by your representative. If you choose to file, be very careful to file on time. The court has held that normally it does not have the authority to waive this statutory deadline and that filings that do not comply with the deadline must be dismissed. *See Pinat v. Office of Personnel Management*, [931 F.2d 1544](#) (Fed. Cir. 1991).

If you need further information about your right to appeal this decision to court, you should refer to the federal law that gives you this right. It is found in Title 5 of the United States Code, section 7703 ([5 U.S.C. § 7703](#)). You may read this law, as well as review the Board's regulations and other related material, at our website, <http://www.mspb.gov>. Additional information is available at the court's website, [www.cafc.uscourts.gov](http://www.cafc.uscourts.gov). Of particular relevance is the court's "Guide for Pro Se Petitioners and Appellants," which is contained within the court's [Rules of Practice](#), and [Forms 5, 6, and 11](#).

FOR THE BOARD:

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William D. Spencer  
Clerk of the Board  
Washington, D.C.