NOTE: This disposition is nonprecedential.

United States Court of Appeals for the Federal Circuit

NATHAN STRONG,
Plaintiff-Appellant

v.

UNITED STATES,
Defendant-Appellee

2026-1335

Appeal from the United States Court of Federal Claims in No. 1:24-cv-01537-MRS, Judge Molly R. Silfen.

Decided: September 18, 2026

NATHAN STRONG, Alexandria, VA, pro se.

BLAKE WILLIAM COWMAN, Commercial Litigation Branch, Civil Division, United States Department of Justice, Washington, DC, for defendant-appellee. Also represented by CLAUDIA BURKE, PATRICIA M. MCCARTHY, BRETT SHUMATE.

Before PROST, HUGHES, and CUNNINGHAM, *Circuit Judges*.

PER CURIAM.

Nathan Strong appeals a final decision of the United States Court of Federal Claims. The trial court dismissed Mr. Strong's complaint for failure to plausibly allege breach of contract or otherwise state a claim for which the trial court could grant relief and because certain of his claims belonged at the Merit Systems Protection Board. For the reasons discussed below, we affirm-in-part, vacate-in-part, and dismiss-in-part.

I

Mr. Strong served in an information technology role with the Office of Special Counsel. On June 3, 2022, the agency issued a performance appraisal to Mr. Strong and proposed his removal. Mr. Strong then filed an appeal challenging his proposed removal with the Board.

On July 15, 2022, Mr. Strong and the agency entered into a settlement agreement resolving the pending case before the Board. In exchange for Mr. Strong releasing "any and all claims . . . arising out of [Mr. Strong's] employment with [the agency] up until the effective date of this settlement agreement," the agency made five promises. Appx 3. Namely, the agency pledged to: (1) "return Mr. Strong to duty status effective immediately"; (2) "rescind Mr. Strong's June 3, 2022, performance appraisal"; (3) leave Mr. Strong unrated "for at least the first 90 days following his return to duty status"; (4) have either Mr. Strong's supervisor or the Chief Information Officer rate Mr. Strong "as soon as practicable after 90 days from his return to duty"; and (5) withdraw Mr. Strong's proposed removal. Appx 3. The settlement agreement also contained seven provisions applicable to both the agency and Mr. Strong, including a promise to "execute the terms of [the] Agreement in good faith." Appx 4. In November 2022, Mr. Strong resigned from the agency, alleging that he was constructively discharged.

On September 27, 2024, Mr. Strong filed a complaint in the Court of Federal Claims. As amended, Mr. Strong's complaint asserted several theories, including that the agency breached the settlement agreement, that it fraudulently induced him to enter the settlement agreement, and that it altered his paysheet and imposed unpaid overtime without authorization. Mr. Strong's amended complaint also raised claims sounding in fraudulent misrepresentation, negligent misrepresentation, due process violations, unjust enrichment, and constructive fraud. On May 23, 2025, the government moved to dismiss the amended complaint for lack of subject matter jurisdiction, or in the alternative, failure to state a claim under Rules 12(b)(1) and 12(b)(6) of the Rules of the United States Court of Federal Claims (RCFC).

On November 13, 2025, the trial court dismissed Mr. Strong's amended complaint. *Strong v. United States*, 179 Fed. Cl. 75, 79 (2025) (*Dismissal*). Addressing first Mr. Strong's theory that the agency breached the settlement agreement, the court concluded that, while it had jurisdiction over Mr. Strong's breach of contract claim, Mr. Strong's complaint nonetheless failed to state a claim for breach.[1] The trial court then found that Mr. Strong had

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[1] On this point, both Mr. Strong and the government identify a conflict in the trial court's opinion: while the trial court initially found that it had jurisdiction over Mr. Strong's breach of contract claims, it later implied that these claims were outside its jurisdiction as not money-mandating. *Compare Dismissal*, 179 Fed. Cl. at 81–82, *with id.* at 84. Based on this language, the government argues that the trial court "should have also dismissed [Mr. Strong's] contract claims for lack of subject matter jurisdiction." Appellee Br. 25 n.4; *see also id.* at 23–25. We agree with the trial court's initial conclusion that it had jurisdiction. *See Rocky Mountain Helium, LLC v. United*

waived his timesheet alteration claim, failed to state a claim for fraudulent inducement, failed to state a claim for unpaid overtime, and brought many claims that were within the exclusive jurisdiction of the Board. Finally, the trial court denied as futile pending motions by Mr. Strong to further supplement and amend his complaint, as well as to take judicial notice of certain documents.

Mr. Strong appeals. We have jurisdiction under 28 U.S.C. § 1295(a)(3).

II

We review dismissals by the Court of Federal Claims for lack of subject-matter jurisdiction and for failure to state a claim de novo. *Kelly v. United States*, 181 F.4th 1377, 1381 (Fed. Cir. 2026). In evaluating dismissals for failure to state a claim, "[w]e take all factual allegations in the complaint as true and construe the facts in the light most favorable to the non-moving party." *Jones v. United States*, 846 F.3d 1343, 1351 (Fed. Cir. 2017).

On appeal, Mr. Strong alleges that a litany of factual and legal errors permeated the trial court's dismissal of his complaint. Mr. Strong further assigns error to the trial

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States, 841 F.3d 1320, 1327 (Fed. Cir. 2016) (noting that "[w]e have found that money damages are not available in a breach of contract case only in a limited number of situations," none of which applied to commercial settlement agreement); *Holmes v. United States*, 657 F.3d 1303, 1315–16 (Fed. Cir. 2011) (finding Title VII settlement agreements contemplated money damages because they "inherently relate[d] to monetary compensation through relationship to [the employee's] future employment"). To the extent the trial court implied otherwise, we disregard such statements and conclude that the trial court correctly considered Mr. Strong's contract claims under the rubric of RCFC 12(b)(6).

court's resolution of his various procedural motions. We address each of these arguments in turn.

A

We begin with Mr. Strong's arguments related to his contract claims, which the trial court dismissed for failure to state a claim. To recover damages for a breach of contract, a party must establish: "(1) a valid contract between the parties, (2) an obligation or duty arising out of the contract, (3) a breach of that duty, and (4) damages caused by the breach." *San Carlos Irrigation & Drainage Dist. v. United States*, 877 F.2d 957, 959 (Fed. Cir. 1989).

1

In his amended complaint, Mr. Strong alleged several grounds upon which he believed the agency breached the settlement agreement. In evaluating these allegations, the trial court reviewed each promise that the agency made in the settlement agreement, finding that none of Mr. Strong's allegations, along with the documentary evidence he submitted, demonstrated that the agency had breached these promises. For example, before the trial court, Mr. Strong alleged that the agency assigned unauthorized personnel "to conduct performance evaluations, including joint and unapproved raters," in violation of the settlement agreement's provision reserving this function for either Mr. Strong's supervisor or the Chief Information Officer. Appx 9–10. But the trial court found that, although a draft evaluation of Mr. Strong was circulated, he resigned from the agency before any post-settlement rating was issued. Therefore, "Mr. Strong fail[ed] to state a claim that any government official rated him after the settlement agreement," let alone an unauthorized one. *Dismissal*, 179 Fed. Cl. at 83. Beyond Mr. Strong's failure to plausibly allege a breach of any of the terms of the settlement agreement, the trial court also found his breach of contract claims wanting for a second reason: any damages Mr. Strong alleged flowed from his choice to resign from

the agency, rather than any alleged breach of the settlement agreement.

On appeal, Mr. Strong first contends that the "trial court misapprehended material facts and repeatedly answered narrower substitute theories rather than the ones Plaintiff actually pleaded." Appellant Br. 4.[2] We disagree. The trial court looked to the duties that the agency owed Mr. Strong under the settlement agreement and correctly found that none had been breached by the conduct Mr. Strong alleged. And even if the trial court misapprehended Mr. Strong's theories of breach, none of the theories he offers on appeal, *id.* at 4–7, appears covered by the terms of the settlement agreement. For instance, regarding his allegation that unauthorized actors participated in his appraisal, Mr. Strong clarifies that his allegations are not about whether an unauthorized person "might sign a final document, but that other actors shaped, directed, and effectively performed the appraisal process before any final issuance." *Id.* at 6. Even so, the settlement agreement only provides that Mr. Strong "will be unrated for at least the first 90 days following his return to duty status" and that "Mr. Strong will be rated by his supervisor or the Chief Information Officer as soon as practicable after 90 days from his return to duty." Appx 3. This says nothing about who may be involved in the appraisal process prior to a final rating being issued. Mr. Strong therefore fails to convince us on appeal of any error underlying the trial court's dismissal of his contract claims.

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Mr. Strong also alleges legal error in the trial court's handling of his contract claims. Specifically, Mr. Strong al-

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[2] Citations to Mr. Strong's opening brief refer to page numbers as designated by ECF.

leges that the trial court's analysis "fail[ed] to give operative effect" to clauses 13 and 17 of the settlement agreement. Appellant Br. 10. Clause 13 of the settlement agreement is the portion providing for execution "in good faith," and clause 17 preserves Mr. Strong's "obligations, rights, or liabilities" under federal law related to "(1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection." Appx 4. But the trial court specifically analyzed Mr. Strong's arguments under each clause. Regarding clause 13, the trial court determined that the duty of good faith and fair dealing "does not create duties outside those stated in the contract," and thus Mr. Strong's allegations of agency conduct not "tethered to the promises the government made regarding his reinstatement" necessarily failed. *Dismissal*, 179 Fed. Cl. at 83–84. And regarding clause 17, responding to Mr. Strong's allegations that it incorporated "all statutes and regulations, such as regulations governing performance appraisal standards, sick leave, and the Privacy Act," the trial court noted that clause 17 instead incorporated only a limited provision of the Whistleblower Protection Act (WPA) that had to be inserted into government nondisclosure agreements. *Id.* at 84. Since Mr. Strong raised no claim under the WPA, and since the other sources of law he relied on were not incorporated into the agreement, Mr. Strong failed to state a claim for breach of contract.

We see no error in the trial court's analysis of Mr. Strong's claims under clauses 13 and 17. While Mr. Strong is generally correct that the implied covenant of good faith and fair dealing "bar[s] conduct that deprives the other party of the bargain's expected benefits even if no separate clause lists every prohibited tactic," Appellant Br. 10; *see Metcalf Constr. Co. v. United States*, 742 F.3d

984, 994 (Fed. Cir. 2014), we do not read the trial court to have excluded this implied requirement. Instead, we take the trial court's broad discussion of what is required or prohibited by the agreement to refer merely to the well-established principle that the duty of good faith and fair dealing cannot be used to expand the scope of an agreement but rather must be connected in some way to the terms of the agreement itself. *See Dobyns v. United States*, 915 F.3d 733, 739 (Fed. Cir. 2019). So too does Mr. Strong's argument under clause 17 suffer from a failure of proof: clause 17's express terms only come from the WPA, and nothing else in the settlement agreement indicates that other sources of law are being actively incorporated through the clause.

Therefore, because Mr. Strong fails to convince us of either factual or legal error in the trial court's treatment of his breach of contract claims, we affirm the trial court's dismissal as to these claims.

B

We next turn to the other claims addressed by the trial court that Mr. Strong raises on appeal—his fraudulent inducement claim, his timesheet alteration claim, and his claim for unpaid overtime.[3]

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[3] Mr. Strong also raises arguments on appeal related to the trial court's conclusion that it lacked jurisdiction over certain of his claims, which the trial court noted should have been brought before the Board. Mr. Strong alleges the trial court ignored record materials, including a Board initial decision in parallel proceedings, purportedly demonstrating that these claims should be heard at the trial court. However, the trial court examined the parallel proceedings before the Board and concluded that Mr. Strong was misquoting them. Given that Mr. Strong's

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Beginning with Mr. Strong's fraudulent inducement claim, we note at the outset that the trial court proceeded directly to evaluate whether Mr. Strong stated a claim, seemingly concluding jurisdiction was proper. *See Dismissal*, 179 Fed. Cl. at 85. On appeal, however, the government points out that the trial court likely lacked jurisdiction over this claim. We agree. It is well established that, generally, "tort cases are outside the jurisdiction of the Court of Federal Claims." *Keene Corp. v. United States*, 508 U.S. 200, 214 (1993); *see also* 28 U.S.C. § 1491(a)(1). Where a tort claim "stems from a breach of contract," however, "the cause of action is ultimately one arising in contract," and the Court of Federal Claims has jurisdiction. *Awad v. United States*, 301 F.3d 1367, 1372 (Fed. Cir. 2002). As the government points out, however, here Mr. Strong's claim for fraudulent inducement cannot possibly stem from a breach of contract because it pertains to conduct that occurred prior to the settlement agreement's formation—namely, the withholding of material facts that Mr. Strong alleges impacted his assent to contract with the agency. *See* Appellant Br. 12. The trial court therefore should have held that it lacked jurisdiction over Mr. Strong's fraudulent inducement claim.

Because we conclude that the trial court lacked jurisdiction, we vacate the merits analysis and do not reach those arguments on appeal. Nonetheless, we affirm the judgment of dismissal but note that, moving forward, the trial court's dismissal of Mr. Strong's fraudulent inducement claims should be regarded as jurisdictional, rather than on the merits. *Cf. Brodowy v. United States*, 482 F.3d

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position on appeal appears to rely on the same misunderstandings of the Board's parallel proceedings in this matter, we affirm the trial court's dismissal of these claims for lack of jurisdiction.

1370, 1376 (Fed. Cir. 2007) (affirming but modifying judgment to reflect 12(b)(6) and 12(b)(1) distinction).

2

We next turn to Mr. Strong's arguments related to his timesheet alteration claim. Before the trial court, Mr. Strong alleged that "he is owed pay for June 2, 2022, and that his supervisor changed his timesheet to avoid providing that pay." *Dismissal*, 179 Fed. Cl. at 85. The trial court determined that Mr. Strong failed to state a claim because the settlement agreement waived all claims against the agency for events that had already passed, and the timesheet alteration occurred before the settlement agreement was entered into on July 15, 2022. On appeal, Mr. Strong appears to argue that the agency was under an obligation to cure the purported timesheet alteration because it was related to his removal, and the settlement agreement required the withdrawal of his removal. We are unpersuaded. Mr. Strong waived "all claims, asserted and unasserted, known and unknown, arising out of [his] employment with OSC" through the effective date of the agreement. Appx 3. Mr. Strong's timesheet alteration claim therefore cannot form the basis of a valid complaint against the agency. We are also unconvinced by Mr. Strong's argument that withdrawal of his removal necessitated reversal of the timesheet alteration. Such an interpretation is not supported by even a generous reading of the covenants entered into by the agency in the settlement agreement. We therefore decline to disturb the judgment of the trial court on this ground.

3

We next consider Mr. Strong's arguments related to his claim for unpaid overtime. Mr. Strong's complaint alleged that at an unspecified time in October 2022, he was ordered to work two unpaid overtime sessions. The trial court found, however, that because Mr. Strong did not allege that he reported this overtime work to the agency, he failed to

state a civilian pay claim. On appeal, Mr. Strong argues that the trial court misapprehended his pleadings, and that the Chief Information Officer directed him to work overtime. While we agree with Mr. Strong that the trial court appeared to overlook his allegations that he was "ordered" to work overtime, Appx 27, and that the agency therefore had notice of Mr. Strong's purported overtime work, we find that this error was harmless. As the government points out, claims for unpaid overtime arise under the Fair Labor Standards Act (FLSA), and Mr. Strong was an FLSA-exempt employee. Appellee Br. 16–17 (citing Appx 583). Mr. Strong therefore could not have stated a viable claim for unpaid overtime, and we affirm the trial court's dismissal of this portion of Mr. Strong's complaint. *See Orion Tech., Inc. v. United States*, 704 F.3d 1344, 1350 (Fed. Cir. 2013) ("An appellate court can affirm a decision of the trial court upon any ground supported by the record.").

C

Finally, we address Mr. Strong's arguments that the trial court erred in its resolution of several of his procedural motions, including his motions to supplement, his motion for leave to amend the complaint, and a motion for judicial notice.[4] The trial court resolved these five motions

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[4] Mr. Strong also presents argument on appeal related to a reconsideration motion filed before his notice of appeal to this court. However, Mr. Strong filed his notice of appeal to this court *before* the trial court disposed of his reconsideration motion. Accordingly, pursuant to Fed. R. App. P. 4(a)(4)(B)(ii), Mr. Strong needed to file an amended notice of appeal to preserve arguments related to the trial court's denial of his motion for reconsideration. Since he did not, we lack jurisdiction to consider these arguments and therefore dismiss them. *See Tex. Peanut Farmers v. United States*, 409 F.3d 1370, 1375 (Fed. Cir. 2005).

in a single paragraph, finding that the pending motions were futile because they either alleged post-resignation harms unrelated to the government's obligations under the settlement agreement or realleged harms already noted in the first amended complaint. *Dismissal*, 179 Fed. Cl. at 87. On appeal, Mr. Strong argues that the court's reasoning was structurally defective because it collapsed distinct motions, governed by different legal frameworks, into a single paragraph. Mr. Strong also takes issue on appeal with a separate ruling issued by the trial court on a motion to file excess pages with his motion for reconsideration, alleging that it failed to account for important extenuating circumstances and created a fundamental fairness problem.

We again find Mr. Strong's arguments unpersuasive. As to Mr. Strong's arguments regarding how the court handled his several procedural motions, we note that our review of these motions is limited to an abuse of discretion standard. *See Intrepid v. Pollock*, 907 F.2d 1125, 1129 (Fed. Cir. 1990) (amended and supplemental pleadings); *Murakami v. United States*, 398 F.3d 1342, 1355 (Fed. Cir. 2005) (judicial notice). And Mr. Strong fails to convince us that the trial court abused its discretion regarding these motions: while terse, the trial court's denial looked to the elements of Mr. Strong's various motions before determining that they added nothing to the substance of his claims or altered their nature. Mr. Strong's disagreement with this characterization does not constitute an abuse of discretion.

So too do we reject Mr. Strong's arguments relating to the trial court's denial of his request to file an overlong motion for reconsideration. The trial court denied Mr. Strong's request to deviate from its page limits in part given his history of exceeding these limits and including incorrect citations and incorrect statements of law in his filings. Mr. Strong argues that he was not put on sufficient notice of which of his citations were inaccurate and that the trial

court failed to account for a four-day medical episode during the preparation of the filing—each of which he contends constitutes procedural unfairness. But we have observed that a trial court "does not abuse its discretion simply because it elects to strictly enforce its local procedural rules." *Uniloc 2017 LLC v. Apple, Inc.*, 964 F.3d 1351, 1363 (Fed. Cir. 2020). So too here. We therefore affirm the trial court's denial of Mr. Strong's procedural motions.

III

We have considered the parties' remaining arguments and find them unpersuasive. For the foregoing reasons, we affirm-in-part and vacate-in-part the Court of Federal Claims' dismissal of Mr. Strong's complaint. We dismiss the portion of Mr. Strong's appeal that pertains to the trial court's reconsideration decision not properly before us. And we affirm the trial court's denial of Mr. Strong's procedural motions.

AFFIRMED-IN-PART, VACATED-IN-PART, AND DISMISSED-IN-PART

COSTS

No costs.