NOTE: This disposition is nonprecedential.

United States Court of Appeals for the Federal Circuit

MARIA DELORES NAVARRO MARTIN,
Plaintiff-Appellant

v.

UNITED STATES,
Defendant-Appellee

2026-1422

Appeal from the United States Court of Federal Claims in No. 1:25-cv-01675-CNL, Judge Carolyn N. Lerner.

Decided: September 14, 2026

MARIA DELORES NAVARRO MARTIN, Pompano Beach, FL, pro se.

JAMES WILLIAM POIRIER, I, Commercial Litigation Branch, Civil Division, United States Department of Justice, Washington, DC, for defendant-appellee. Also represented by ERIC P. BRUSKIN, PATRICIA M. MCCARTHY, BRETT SHUMATE.

Before LOURIE, LINN, and CHEN, *Circuit Judges*.

PER CURIAM.

Plaintiff-Appellant Maria Dolores Navarro Martin appeals the dismissal of her complaint by the Court of Federal Claims ("CFC") alleging tort violations, a Fifth Amendment taking, contract disputes, and civil rights violations by Florida State actors, all apparently arising out of the Florida Agency for Healthcare Administration's ("AHCA") failure to pay for medical services rendered by Ms. Navarro Martin's organization, Angels Creative Children's Therapy LLC. *Navarro Martin v. United States*, No. 25-1675, 2026 WL 184306 (Fed. Cl. Jan. 18, 2026) ("*Final Order*"); *Navarro Martin v. United States*, No. 25-1675 (Fed. Cl. Jan. 21, 2026) (denying reconsideration) ("*Reconsideration Order*").

We have jurisdiction over an appeal of a final decision of the CFC under 28 U.S.C. § 1295(a)(3). We review a determination of the CFC's jurisdiction de novo as a question of law and review jurisdiction-related fact-findings for clear error. *Biafora v. United States*, 773 F.3d 1326, 1334 (Fed. Cir. 2014).

Because the CFC correctly dismissed the case for lack of jurisdiction, we affirm.

I

Ms. Navarro Martin's complaint names several State government officials of Florida's AHCA and, on its surface, is directed to obligations made by that State agency. The complaint does not name the United States and is thus excluded from CFC jurisdiction under the Tucker Act. 28 U.S.C. § 1346(a)(2) (granting concurrent jurisdiction in the district courts and the CFC of "[a]ny other civil action or claim *against the United States* . . . founded either upon the Constitution or any Act of Congress . . . ."); *United States v. Sherwood*, 312 U.S. 584, 588 (1941) ("[I]f the relief sought is against others than the United States the suit as

to them must be ignored as beyond the jurisdiction of the [CFC].").

Ms. Navarro Martin counters that several sources confer jurisdiction on the CFC here. We address each in turn.

First, Ms. Navarro Martin argues that the Affordable Care Act ("ACA") is a money-mandating statute that gave the CFC jurisdiction over her claim as a Medicaid provider based on *Maine Community Health Options v. United States*, 590 U.S. 296 (2020). *Maine Community Health* held that the government obligated itself to pay *insurers* under the Risk Corridors provision, 42 U.S.C. § 18062, of the ACA, which included language mandating the federal government to make such payments. *Id.* at 310–11. Ms. Navarro Martin does not allege that she is an insurer entitled to payment under that provision, and *Maine Community Health* did not opine that the ACA mandated payment by the federal government of all obligations undertaken *by States* to *providers* of healthcare services. Fundamentally, as the CFC correctly explained here, Medicaid funding under the ACA was given *to States* to administer and to pay providers. 42 U.S.C. §§ 1396-1, 1396a, 1396b; *Reconsideration Order*, slip op. at 3 (citing the same). To the extent Ms. Navarro Martin or her organization are owed payment as a healthcare provider, they are so owed by the *State*, not the Federal Government. The CFC does not have jurisdiction over State obligations, as noted above.

Second, Ms. Navarro Martin argues that the CFC had jurisdiction under the Contract Disputes Act ("CDA"). The CDA applies to "express or implied contract[s] . . . made *by an executive agency*." 41 U.S.C. § 7102(a) (emphasis added). For purposes of the CDA, an "executive agency" is, inter alia, one of the *Federal* agencies listed at 5 U.S.C. § 101. *See* 41 U.S.C. § 7101. Ms. Navarro Martin does not allege any contract that she seeks to enforce between her and any of these executive agencies. The CDA thus does not establish jurisdiction in the CFC here.

Third, Ms. Navarro Martin argues that the CFC has jurisdiction over her regulatory takings claim under the Fifth Amendment. Like the alleged contract here, the alleged taking (i.e. the improper withholding of Medicaid payments) was executed by the *State* of Florida, not by any Federal actor. The Tucker Act does not give the CFC jurisdiction over such an alleged taking by a State.

Fourth, Ms. Navarro Martin alleges certain torts by Florida State actors, such as tortious interference with contract and withholding of evidence and information. Again, the actions of State actors are excluded from Tucker Act jurisdiction. Moreover, the Tucker Act excludes cases "sounding in tort," 28 U.S.C. § 1346(a)(2), and is therefore doubly inapplicable here.

Fifth, Ms. Navarro Martin alleges that Homeland Security Agent Jose Gonzalez submitted a false affidavit to support an arrest warrant, falsified a police report, fabricated and destroyed evidence, and lied under oath. These allegations did not create jurisdiction in the CFC, because Ms. Navarro Martin did not allege any compensable actions by Agent Gonzalez in her complaint. Moreover, her allegations as to Agent Gonzalez sound in tort, which cannot establish jurisdiction under the Tucker Act, as noted above.

Sixth, Ms. Navarro Martin argues that the CFC's December 16, 2025 Order vacating its earlier dismissal precluded the CFC from dismissing the case for lack of jurisdiction under law of the case or collateral estoppel. *See Navarro Martin v. United States*, No. 25-1675 (Fed. Cl. Dec. 15, 2026) ("*December 15 Order*") (dismissing Ms. Navarro Martin's complaint without prejudice for failing to pay the filing fee); *Navarro Martin v. United States*, No. 25-1675 (Fed. Cl. Dec. 16, 2026) ("*December 16 Order*") (vacating *December 15 Order* upon receipt of filing fee). We disagree. The statement that "The Clerk is directed not to enter judgment" in the *December 16 Order* was in reference

to a judgment on the *December 15 Order*. The *December 16 Order* did not make a substantive determination that the CFC had jurisdiction—it merely recognized that Ms. Navarro Martin had timely paid her filing fee and vacated the *December 15 Order* holding to the contrary. This could not oblige the CFC to hear a case over which it otherwise lacked jurisdiction.

Finally, Ms. Navarro Martin argues that the United States waived its right to dismissal by failing to file an Answer to the Complaint prior to dismissal. As the CFC correctly held, the CFC had an independent obligation to assess its jurisdiction that is not subject to waiver by a party. *Reconsideration Order*, slip op. at 3; *Arbaugh v. Y&H Corp.*, 546 U.S. 500, 514 (2006).

For the above reasons, we affirm the CFC's dismissal of Ms. Navarro Martin's complaint for lack of jurisdiction.

II

Ms. Navarro Martin also argues that the CFC abused its discretion by disallowing her to amend her complaint when it dismissed her complaint on December 16, 2025, and again on January 18, 2026.

The CFC's *December 16 Order* and its *Final Order* on January 18 were entered as dismissals *without* prejudice. Ms. Navarro Martin thus had further opportunity to amend her complaint, which she apparently did not take. The CFC's reconsideration opinion also does not demonstrate that Ms. Navarro Martin attempted to amend her complaint.

Ms. Navarro Martin notes that she submitted Supplemental Authority, alleging her entitlement to Medicaid payments under a Florida Statute. For the reasons discussed in Section I above, even if we agreed that Florida

officials violated State law, it would not establish jurisdiction in the CFC.[1]

We hold that there was no abuse of discretion in these circumstances.

CONCLUSION

We have considered Ms. Navarro Martin's other arguments and find them unpersuasive. For the reasons discussed above, we affirm.

AFFIRMED

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[1] On May 11, 2026, Ms. Navarro Martin filed, among other motions already resolved, a motion to take judicial notice of "Civil Action No. 3:26-cv-00106-MHL-MRC, filed on the United States District Court Eastern District of Virginia [Doc #20]" (brackets in original). We deny this motion as moot because taking judicial notice cannot change the outcome of our decision here.