

## Court Kicks Outlaw Out of Court

On July 27, 2011, the U.S. Army entered into a settlement agreement with James F. Outlaw, settling an employment discrimination complaint he filed with the U.S. Equal Employment Opportunity Commission. In the settlement, Outlaw agreed to dismiss his EEOC complaint in exchange for the Army's agreement to pay Outlaw a lump sum, reverse his removal from federal service, and purge his official personnel record showing an absence without leave.

The parties also agreed to a process for resolving any disputes that might arise under the settlement agreement. That process included a review of any alleged noncompliance by the EEOC, and further stated that “[t]he parties agree that [Outlaw’s] sole remedy for an alleged agency breach of this Settlement Agreement is to request that the terms of the Settlement Agreement allegedly breached be implemented.”

For reasons unclear from the decision, Outlaw later decided to challenge the Settlement Agreement. He first filed two separate challenges to the Settlement Agreement with the Merit Systems Protection Board, and was unsuccessful in both instances.

He then filed suit in the U.S. Court of Federal Claims. In his pro se complaint Outlaw claimed that the Army had breached this agreement or, in the alternative, that the agreement was invalid due to fraud. The Government moved to dismiss under RCFC 12(b) (1) for lack of subject matter jurisdiction. The trial court agreed, holding that Outlaw’s lawsuit essentially asked the CFC to review a decision issued by the Merit Systems Protection Board, for which the CFC lacks jurisdiction.

The court also rejected Outlaw’s argument that the CFC had jurisdiction over the claim because of the money payment aspect of the Settlement Agreement. The trial court explained that “a breach of the July 27, 2011 [Settlement Agreement] can yield no money damages for plaintiff.” So although Outlaw alleged that he was entitled to money damages in excess of \$10,000 in his complaint, the CFC held that “a mere claim for damages does not guarantee that such a remedy is actually available.”

The CFC therefore dismissed the lawsuit for lack of jurisdiction.

Read the decision [here](#).