

*of Army*, 247 F.3d 1366, 1374 (Fed. Cir. 2001). To order enforcement of a contract against the United States where one party clearly lacked authority to contract would violate these well-settled principles.

**III. THE COMPLAINT FAILS TO STATE A CLAIM AGAINST MARIE NEWMAN IN HER INDIVIDUAL CAPACITY.**

The employment agreement at issue here was signed by Congresswoman Newman prior to her election. *See* Compl., Ex. A, ¶ 1a. The agreement involved potential employment by Mr. Chehade as Chief Foreign Policy Advisor and either District Director or Legislative Director in Congresswoman Newman’s Congressional Office in the event that she was elected. *Id.* Although the agreement was signed before Congresswoman Newman was elected, it contemplated employment of Mr. Chehade in her Congressional Office after she was elected. *See id.* ¶¶ 1a, 2a. If Mr. Chehade were employed in Congresswoman Newman’s Office, he would have been an employee of the United States, as opposed to an employee of Congresswoman Newman personally. *See* 5 U.S.C. § 2105(a)(1)(B) (an individual hired by a Member of Congress in her official capacity is an employee of the United States); *see Liberation News Service v. Eastland*, 426 F.2d 1379, 1382 (2d Cir. 1970) (noting that a Member of Congress’s staff members “are ‘employees of the United States,’ 5 U.S.C. § 2105.”). Indeed, Mr. Chedhade agreed that he would “abide by all applicable federal employment and other policies and regulations.” *See* Compl., Ex. A, ¶ 2a.

Mr. Chehade cannot enforce the employment agreement against Congresswoman Newman in her individual capacity on the grounds that: (1) the agreement is void because Congresswoman Newman did not have authority to enter into it at the time it was signed; (2) the agreement is void because it violates public policy; and (3) Congresswoman Newman could not breach the contract in her individual capacity.