Quite some time ago, we wrote **this article** with the rather snarky title, "Northrop Grumman Gets Schooled on Anti-Assignments Act." The article addressed an appeal, filed by Northrop Grumman Computing Systems against the Department of Homeland Security, Bureau of Immigration and Customs Enforcement. The Judge Allegra of the Court of Federal Claims dismissed Northrop's appeal, ruling that Northrop's failure to disclose the fact that it had assigned its interest in the contract's payments to ESCgov (who had then assigned its interest to Citizens Leasing Corporation) hid an important fact that might have affected the Contracting Officer's Final Decision. As part of his ruling, Judge Allegra found that Northrop's initial assignment was null and void, because it violated 31 U.S.C. § 3727 (more commonly known as one of the two Anti-Assignments Acts).

Judge Allegra found that Northrop's failure to disclose the fact of the assignment of its payments to the Contracting Officer rendered its claim defective—and therefore he dismissed Northrop's appeal of the claim for lack of jurisdiction. And that's were things stood, until the U.S. Court of Appeals, Federal Circuit, reversed Judge Allegra's decision in **this decision** .

Judge Reyna, writing for the Court, found—

A prerequisite for jurisdiction of the Court of Federal Claims over a CDA claim is a *final decision* by a contracting officer on a *valid claim* . … The CDA establishes some prerequisites for a valid claim. … In addition to the statutory requirements of the CDA, we assess whether a claim is valid based on the Federal Acquisition Regulation(s), the language of the contract in dispute, and the facts of the case. … In *Reflectone* , we held that the FAR sets forth only three requirements of a non-routine 'claim' for money: that it be (1) a written demand, (2) seeking, as a matter of right, (3) the payment of money in a

sum certain. … While a valid claim under the CDA must contain 'a clear and unequivocal statement that gives the contracting officer adequate notice of the basis and amount of the claim,' the claim need not take any particular form or use any particular wording. … Northrop submitted a written claim letter to the CO in
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. The letter contained clear allegations of the Government's breach of specific contractual provisions, and it demanded a specific amount in damages. The letter was accompanied by the required certification statement, and it stated a clear request for a final decision along with the relief sought. As required by the CDA and the FAR, Northrop's claim letter was 'a clear and unequivocal statement' that gave the CO adequate notice of the basis for the alleged breach and specified an amount of the claim.
…
Northrop's claim letter thus satisfied all the requirements listed for a CDA 'claim' according to the plain language of the FAR. … Because Northrop was the proper party to bring the claim, we disagree that by omitting financing information Northrop failed to give the contracting officer adequate notice for the basis of its claim.

[Emphasis in original.]

Thus, because Judge Allegra had properly found that Northrop's assignment was null and void, its failure to disclose that assignment had no bearing on the Contracting Officer's ability to render a valid Final Decision. Accordingly, the Appellate Court found that Northrop had submitted a valid claim and the Court of Federal Claims should have heard its arguments. The CoFC's decision was reversed, and the matter was remanded back to the CoFC "for adjudication on the merits."

And so it goes in the world of government contracting.