

NOT FOR PUBLICATION

In the
United States Court of Appeals
For the Eleventh Circuit

No. 24-13392
Non-Argument Calendar

DAVID MICHAEL SNYDER,

Plaintiff-Appellant,

versus

MCS OF TAMPA, INC.,

a Florida corporation,

GILBERT T. GONZALEZ,

Defendants-Appellees,

GILBERT T. GONZALEZ, JR., et al.,

Defendants.

Appeal from the United States District Court
for the Middle District of Florida
D.C. Docket No. 8:21-cv-01963-VMC-UAM

Before WILLIAM PRYOR, Chief Judge, and ROSENBAUM and GRANT, Circuit Judges.

PER CURIAM:

David Snyder appeals *pro se* the summary judgment against his amended complaint and in favor of Mission Critical Solutions of Tampa, Inc., and its chief executive officer, Gilbert Gonzalez. We affirm.

Snyder filed a complaint on behalf of himself and the United States alleging four claims under the False Claims Act, 31 U.S.C. § 3730(h)(1); three *qui tam* claims, *id.* § 3729(a)(1); and one retaliation claim, *id.* § 3730(h)(1), on behalf of himself. After the United States declined to intervene, the district court dismissed Snyder's *qui tam* claims, but allowed him to pursue his retaliation claim. Snyder then filed an amended complaint alleging that his company, AeroSage, had a contract with Mission Critical Solutions, which retaliated against him by canceling the contract after he filed complaints with the Veterans Administration.

The defendants moved for summary judgment on the ground that Snyder was not an “employee, contractor, or agent” under section 3730(h)(1) and was never “a party to any of the agreements between MCS and AeroSage.” They argued that Snyder's allegations of misconduct by Mission Critical Solutions “stem[med] from the contractual relationship between . . . MCS and AeroSage,” and “any retaliation claim, if one ever existed, could only be asserted by AeroSage.” They also argued that Snyder's claim was

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barred by *res judicata* because a Florida court entered a final arbitration judgment on the merits of a cause of action involving the same parties and arising from the same operative facts.

The district court granted summary judgment in favor of the defendants. It ruled that Snyder lacked standing under section 3730(h)(1) because he was not an employee, contractor, or agent of the defendants. It concluded that Snyder was a member of a company that had a contract with Mission Critical Solutions who “may not now pursue any [False Claims Act] retaliation claim that Aerosage may have had.” It ruled alternatively that Snyder’s claim was barred by *res judicata*.

We review a summary judgment *de novo*. *Ismael v. Roundtree*, 161 F.4th 752, 758 (11th Cir. 2025).

The district court did not err in granting the defendants summary judgment. “[T]he Supreme Court has discarded the doctrinal label of ‘statutory standing’” and has clarified that “statutory standing” essentially means that a plaintiff must have “a cause of action under the statute,” which is “a straightforward question of statutory interpretation.” *City of Miami v. Citigroup Inc.*, 801 F.3d 1268, 1275 n.6 (11th Cir. 2015). Section 3730(h)(1) creates a private right of action for an individual whose employer retaliated against him for assisting with an investigation under the Act:

Any employee, contractor, or agent shall be entitled to all relief necessary to make that employee, contractor, or agent whole, if that employee, contractor, or agent is discharged, demoted, suspended,

threatened, harassed, or in any other manner discriminated against in the terms and conditions of employment because of lawful acts done by the employee, contractor, agent or associated others in furtherance of an action under this section or other efforts to stop [one] or more violations of this subchapter.

31 U.S.C. § 3730(h)(1). But Snyder offered no evidence that he was an “employee, contractor, or agent” of the defendants. *See* 31 U.S.C. § 3730(h)(1). And Snyder may not pursue claims on behalf of AeroSage. *See Palazzo v. Gulf Oil Corp.*, 764 F.2d 1381, 1385 (11th Cir. 1985) (“A corporation is an artificial entity that can act only through agents, cannot appear *pro se*, and must be represented by counsel.”).

We **AFFIRM** the summary judgment against Snyder’s amended complaint and in favor of the defendants.