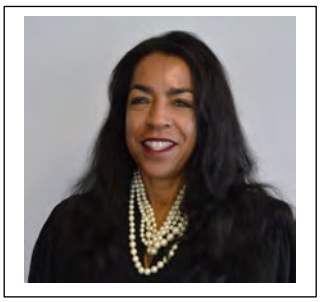
ANNUAL REPORT

UNITED STATES CIVILIAN BOARD OF CONTRACT APPEALS

Fiscal Year 2020

October 1, 2019 – September 30, 2020

MESSAGE FROM THE CHAIR



This year brought a new normal in which we regularly use terms and phrases such as pandemic, COVID-19, lockdown, self-quarantine, social distancing, community spread, super-spreader, "wear a mask," "wash your hands," personal protective equipment, herd immunity, unprecedented, challenging times, and zoom fatigue. The United States Civilian Board of Contract Appeals (CBCA) quickly and successfully adapted to this new world.

On March 12, 2020, in-person operations at the CBCA shut down. On March 17, 2020, all CBCA employees began our full-time telework journey. Because only a few employees previously had been designated as eligible to telework, we had to order and deliver office equipment to each employee. Chief Counsel James Johnson and I personally packed and transported laptops to UPS to be delivered to our employees timely and safely.

Properly equipped, the CBCA pivoted seamlessly to virtual hearings and alternative dispute resolution (ADR) proceedings. By May, we had established procedures and protocols for conducting video hearings, primarily using zoom.gov, while also accommodating the needs of agencies to use other platforms. Since March, we have assisted parties to resolve more than twenty cases by virtual ADR, and we have conducted eight hearings. Our law clerks have become "zoom-masters," enabling judges to focus on the testimony and presentations. On July 23, 2020, CBCA presented a webinar on virtual practice before the Board through panels moderated by our summer law clerks. That event was attended by more than 100 people.

Despite the virtual nature of our summer law clerk program, the judges worked diligently to ensure that the law clerks' experience mirrored the in-person experience. Our four law clerks worked directly with the judges conducting research, drafting memoranda, and participating in hearings. The signature moot court competition resulted in an educational and exciting, though stressful, learning experience for all.

We look forward to a return to "normal" soon but expect to continue to utilize some of the skills and tools that we have adopted in FY 2020 to promote the just, expeditious, and inexpensive resolution of CBCA cases. CBCA case statistics for FY 2020 are provided in the following pages.

Judge Jeri Kaylene Somers (Chair)

DECISIONS OF NOTE

Avue Technologies Corp. v. Department of Health and Human Services and *General Services Administration,* CBCA 6627, 6360, 6627 (Feb. 3, 2020).

In these consolidated appeals, the Board addressed two motions to dismiss for lack of jurisdiction. The Department of Health and Humans Services (HHS) filed a motion to dismiss CBCA 6360 on the grounds that Avue Technologies Corp. (Avue) directed the claim underlying that appeal to the wrong agency, the General Services Administration (GSA). GSA filed a motion to dismiss CBCA 6627 on the belief there was no contract between Avue and GSA. The Board denied both motions without prejudice, utilizing its "power to 'reserve difficult questions of . . . jurisdiction when a jurisdiction issue lacks constitutional status and 'the case alternatively could be resolved on the merits in favor of' the party challenging jurisdiction." The Board relied on two pragmatic considerations when reaching its decision. First, the Board's jurisdiction in each appeal depended on whether it would be required to interpret rather than simply apply the schedule contract, which was unclear as the Board had not yet seen all of the potentially relevant contract documents. Second, the Board found "no genuine prejudice to either respondent" would result from it deferring resolution of the respective motions.

Griz One Firefighting, LLC v. Department of Agriculture, CBCA 6358 (Feb. 11, 2020).

The Department of Agriculture, Forest Service (Forest Service) moved to dismiss count I of the complaint filed by Griz One Firefighting, LLC (Griz One) for lack of jurisdiction or, in the alternative, for failure to state a claim upon which relief can be granted. Count I alleged that the Forest Service's negligent actions caused damage to Griz One's equipment for which it sought compensation. On the issue of jurisdiction, the Board first noted that "[t]he Court of Appeals for the Federal Circuit has instructed that where a plaintiff alleges the existence of a contract between it and the Federal Government, a court or board of contract appeals has jurisdiction to consider the case." Although the Forest Service tried attributing the contract in question to the Bureau of Labor Management, it did concede the existence of a contract, which the Board found sufficient for jurisdiction under the guidance of the Court of Appeals for the Federal Circuit. As for the alternative ground for dismissal, the Board found that Griz One's allegation that a Forest Service employee negligently damaged its equipment stated a plausible claim for relief. Therefore, the Board denied the Forest Service's motion to dismiss.

Municipality of Cabo Rojo, CBCA 6590-FEMA (Feb.12, 2020).

The Board reviewed whether waste removal services within the Municipality of Cabo Rojo, Puerto Rico, were eligible for Federal Emergency Management Agency (FEMA) public assistance funding under CBCA statutory arbitration authority. The Board ultimately found that Cabo Rojo was not entitled to public assistance reimbursement. However, the Board first had to resolve the threshold issue of arbitration eligibility of the claim. The amount in question did not rise to the $500,000 minimum required for CBCA arbitration under the Stafford Act. The Board next had to determine whether Cabo Rojo met the alternative statutory requirement of being a "rural area." In the absence of rules interpreting the definition of rural area, the Board found that a liberal application of the term aligned with the spirit of the underlying law. Rejecting multiple arguments put forth by FEMA, the Board ruled that Cabo Rojo met the definition of a rural area, justifying arbitration eligibility.

U.S. Overseas Housing, LLC v. Department of State, CBCA 6606 (Mar. 2, 2020).

U.S. Overseas Housing, LLC (USOH) appealed the decision of a Department of State (DOS) contracting officer that found USOH in default of its obligations on a construction lease contract. DOS filed a motion to dismiss for lack of jurisdiction, arguing that the Contract Disputes Act (CDA) did not apply to the dispute because it was about the purchase of real property. The Board began its analysis by highlighting that under 41 U.S.C. § 7102(a), the CDA confers jurisdiction on the Board over "the procurement of real property, other than real property in being." Next, citing *Bonneville Associates v. United States*, 43 F.3d 649, 654 (Fed. Cir. 1994), the Board noted that the conveyance of a pre-existing property interest is a contract for the "'procurement of . . . real property' within the meaning of the CDA." Finding that the contract in question had a dual purpose, the Board set out to examine the nature of the dispute in order to resolve the issue of its jurisdiction. If the dispute was over a rent increase due to tenant-requested changes, the Board would have jurisdiction, but if the dispute was over the terms of conveyance of real property, the Board would be without jurisdiction. The Board found that the dispute centered on the purchase price, which went to the procurement of real estate, and was therefore outside of the Board's jurisdiction. DOS's motion was granted and the appeal was dismissed for lack of jurisdiction.

Future Forest, LLC v. Department of Agriculture, CBCA 5863 (Mar. 9, 2020).

Future Forest, LLC (Future Forest) filed an appeal alleging that the Department of Agriculture, Forest Service (Forest Service) violated the implied duty of good faith and fair dealing when it failed to fulfill Future Forest's "reasonable expectation." Future Forest argued that comments made by Forest Service employees created a "reasonable expectation" that the agency would provide Future Forest with 150,000 acres of land to service under the contract. However, the Board previously ruled that the indefinite delivery/indefinite quantity (ID/IQ) contract in question had a minimum of 5,000 acres per year for a total of 50,000 acres over the ten-year term of the contract. *See Future Forest, LLC v. Department of Agriculture*, CBCA 5764, 19-1 BCA ¶ 37,238. The Forest Service subsequently filed a motion for summary judgment on the basis that the implied duty of good faith and fair dealing cannot be the basis for a claim for acreage amounts beyond the minimum proscribed in the contract. The Board ultimately granted the Forest Service's motion, concluding that "[e]xpectations do not increase purchasing obligations or alter the nature of a contract."

CSI Aviation, Inc. v. General Services Administration, CBCA 6543 (Mar. 10, 2020).

CSI Aviation (CSI) provided air transportation services to Immigration and Customs Enforcement (ICE) and other federal agencies under a GSA schedule contract. In April 2019, after working with ICE for three years, CSI submitted a certified claim to the ICE contracting officer (CO) for flight cancellation fees. CSI specifically identified the GSA schedule CO in the claim and asked the ICE CO to refer the claim to GSA. In June 2019, after receiving no response, CSI filed an appeal from a deemed denial of its claim with the Board. GSA attorneys litigated the case and the GSA CO denied the claim in September 2019. In November of 2019, ICE sought to intervene, arguing that it was the "real party in interest" because the dispute involved ICE's task orders and that "ICE's legal and financial interests may be at variance with GSA's interests." CSI opposed the intervention, but GSA did not. The Board held that claims under the Contract Disputes Act (CDA) are against the United States, not a particular agency. If the Board imposes liability on the Government, the Board is not concerned with exactly which agency must pay the CDA award. The Board denied the motion to intervene, finding that a respondent representing the Government was already before the Board and ICE cannot "have interests 'at variance' to those of the Federal Government." The Board concluded that if ICE was dissatisfied with GSA's prosecution of the case, ICE should have communicated its dissatisfaction to GSA, not the Board.

Crowley Logistics, Inc. v. Department of Homeland Security, CBCA 6188, 6312 (April 9, 2020).

Crowley Logistics, Inc. (Crowley) appealed the denial of two certified claims stemming from an indefinite delivery/indefinite quantity (ID/IQ) contract with the Federal Emergency Management Agency (FEMA). During Crowley's performance under the contract, a FEMA contracting officer with a warrant of authority up to $25 million modified the contract to increase the cost ceiling by $96 million. The same contracting officer continued to modify the cost ceiling as necessary. Realizing that the contracting officer exceeded their warrant, FEMA officials expressly ratified multiple modifications under FAR 1.602-3 (48 CFR 1.602-3 (2017)). In doing so, FEMA lowered the amount payable for Crowley's performance to what effectively became a quantum valebant basis. Rather than inform Crowley of the mistake, FEMA officials directed Crowley to continue to perform under multiple contract line item numbers. Crowley submitted two certified claims to FEMA for costs incurred under the contract; one of which was partially denied while the other was denied in whole. Crowley filed an appeal of the "deemed denials" with the Board. The Board ruled in favor of Crowley, granting partial summary judgment. The Board noted that the FEMA contracting officer exceeded their warrant of contracting authority. However, officials with unlimited warrants were aware of the modifications to the contract. As a result, FEMA officials had implicitly ratified the modifications through their conduct, long before they expressly ratified the unauthorized commitments. The Board found that implied ratification allowed Crowley to access the same compensation it would have had if the modifications were authorized when the contracting officer put them into place. Although FEMA's express ratification changed the modification pricing terms, the Board ruled that the modifications were enforceable up to their original amount.

P*ernix Serka Joint Venture v. Department of State*, CBCA 5683 (April 22, 2020) (currently on appeal to the United States Court of Appeals for the Federal Circuit).

Pernix Serka Joint Venture (PSJV) was awarded a firm-fixed-price contract by the Department of State (DOS) to construct a rainwater capture and storage system in Freetown, Sierra Leone. Following a global outbreak of the Ebola Virus, PSJV unilaterally decided to demobilize from the job site. Upon return, PSJV filed two requests for equitable adjustments related to delays and costs stemming from the outbreak. DOS extended the contract completion date to account for delays, but refused to adjust costs. PSJV filed an appeal with the Board. The Board ruled in favor of DOS, granting its motion for summary judgment. First, the Board noted that under a firm-fixed-price contract, the risk of unforeseen costs lies with the contractor. The Board also found that the delay clause within the contract only allowed for an adjustment of time, not costs. Additionally, the Board recognized that DOS did not provide any instruction to PSJV regarding its demobilization from the site. As a result, PSJV failed to establish a cardinal or constructive change to the contract, for which DOS would be liable.

Valerie Lewis Janitorial v. Department of Veterans Affairs, CBCA 4026 (May 5, 2020).

This matter involved a contract for janitorial services at a Department of Veterans Affairs (VA) hospital which was amended several times before and after award. Valerie Lewis Janitorial (VLJ), the awardee, and the VA consistently communicated with each other to resolve issues concerning where VLJ had to clean and what materials, chemicals, and methods they had to use. The first certified claim addressed a modification that required a two-step process for aseptic cleaning. VLJ sought $272,751.03 for the additional supplies and labor required to follow the two-step process. In the second claim, VLJ requested an equitable adjustment totaling $441,138.06 for additional janitorial services it alleged were not enumerated in the contract. The contracting officer denied both claims and asserted two counterclaims—one amounting to $112,682.12 for VLJ's use of VA mops and laundry services and the other totaling $56,924.20 for janitorial service in two buildings where VLJ ceased work.

For the first claim, the Board held that the two-step aseptic cleaning process was a constructive change because the contract did not specify a particular cleaning method. Additionally, before VLJ filed this claim, the VA conducted a time study which found that the two-step process added an additional 9.2 labor hours per day. Based on that information, the VA calculated that VLJ could recover $179,049.48 for performance from February 2012 to February 2014. Despite this finding, the CO denied VLJ's claim in full. The Board found that government estimates are sufficient to support a fair approximation of damages under the "jury verdict method." The Board found that VLJ's estimate was not supported by documentary evidence and remanded this claim back to the CO to issue an adjustment consistent with the VA time study calculation plus two extra months.

The second claim concerned alleged discrepancies around the number of buildings to be cleaned and the frequency of their cleaning. Based on the plain language of the contract, the Board found that the statement of work and subsequent amendments clearly stated the specific buildings that needed cleaning and required that buildings be cleaned five times a week. The Board denied the claim because VLJ could not refute the contract language nor provide the necessary evidence to prove a financial loss. The VA's counterclaims were denied because VLJ had the permission of the decision maker to use VA cleaning materials and cease work on two buildings. The Board held that the Government is bound to agreements made by the decision maker, even if the agreement was made in internal correspondence.

CTA I, LLC dba CTA Builders v. Department of Veterans Affairs, CBCA 6783 (May 14, 2020).

CTA I, LLC dba CTA Builders (CTA) submitted a certified claim for $4.4 million to a Department of Veterans Affairs (VA) contracting officer in January 2020. In March 2020, the contracting officer informed CTA that he would not decide the claim within sixty days of submission, but by November 9, 2020, 284 days after submission. In April 2020, CTA petitioned the Board for an order setting the deadline for a decision or a deemed denial of the claim. Having the authority to shorten a deadline to decide a claim that a contracting officer has set within sixty days of receiving the claim in the event of undue delay on the part of the contracting officer, the Board set a deadline June 15, 2020. In reaching its conclusion, the Board emphasized that it was not ordering the contracting officer to issue a decision, but instead only shortening the extension the contracting officer granted himself.

1000-1100 Wilson Owner, LLC v. General Services Administration, CBCA 6506 (July 6, 2020).

1000-1100 Wilson Owner, LLC (Wilson) moved for summary judgment and to dismiss a General Services Administration (GSA) complaint on the grounds that GSA did not assert its claim within the six-year statute of limitations. The GSA claims in question stemmed from money withheld by GSA on two leases with Wilson. The Board first noted that while a claim is normally submitted by the government when a contracting officer renders a final decision to the contractor, the government withholding a contract balance can also constitute a decision on a government claim. Regarding Lease I, the Board found a government claim asserted within the statute of limitations where the GSA contracting officer withheld payment from Wilson. As for Lease II, the Board found no government claim because the record contained no evidence the GSA contracting officer issued a similar determination for the money withheld under Lease II. On this point, the Board clarified that it is not enough that someone made the decision to withhold the money because the Contracts Disputes Act (CDA) requires that every claim be submitted to the contracting officer for a decision. On this reasoning, the Board found that the Government's claim regarding Lease II was time-barred. Therefore, the Board granted Wilson's motion in part, awarding Wilson the amount withheld under Lease II with CDA interest and leaving the appeal regarding Lease I intact.

CBCA LAW CLERKS (Class of 2020-2021)

Mr. Matthew Gurr is a 2020 Graduate of the University of South Carolina School of Law where he worked in the school's Environmental Law Clinic. Mr. Gurr served as a summer law clerk at the Board. While attending law school, he was selected as a Department of Energy Scholar for the Department of Commerce's Office of Sustainable Energy and Environmental Programs. Prior to earning his J.D., Mr. Gurr served as an enlisted member of the United States Navy.

Mr. Jedidiah Blake II is a 2020 graduate of the George Washington University Law School, where he earned the school's J.D. Concentration in Government Procurement Law and served as the Senior Notes Editor for the Public Contract Law Journal. While in law school, Mr. Blake interned with the Federal Election Commission, the Transportation Security Agency, the United States Agency for International Development, and the Millenium Challenge Corporation.

Mr. Benjamin Phillips is a 2020 graduate of the George Washington University Law School, where he earned the school's concentration in Government Procurement and served as a Notes editor for the Public Contract Law Journal. Mr. Phillips was a CBCA summer law clerk, and while attending law school, he interned with the General Services Administration, the Department of Homeland Security, and the law firm of Frankel PLLC.

ETHICS DEVELOPMENTS

The CBCA requires that litigants, counsel, experts, and consultants appearing before the CBCA obey directions and orders of the Board and adhere to standards of conduct applicable to such parties and persons. Standards applying to an attorney include the rules of professional conduct and ethics of the jurisdictions in which the attorney is licensed to practice, to the extent that those rules are relevant to conduct affecting the integrity of the Board, its process, or its proceedings. *See* CBCA Rule 35(a). Failure of an attorney to notify the CBCA of disciplinary actions taken against the attorney by a state bar does not meet the applicable standards of conduct. The CBCA has been presented with these types of situations, which in one case resulted in the published decision below.

NVS Technologies, Inc. v. Department of Homeland Security, CBCA 4775, 5360, 6334 (Jan. 14, 2020).

James S. DelSordo, counsel for NVS Technologies, Inc. (NVS), had his license to practice law in Virginia suspended following a disciplinary hearing which found him in violation of various Virginia Rules of Professional Conduct. As a result, Mr. DelSordo was required to notify his clients, opposing attorneys, and presiding judges in pending litigation of his suspension within 14 days of the suspension. Mr. DelSordo did not notify the Board of his suspension within14 days. In response to a show cause order issued by the Board, Mr. DelSordo withdrew his appearance for NVS. Finding that Mr. DelSordo failed to give timely notice of suspension and violated the ethical requirement of candor to the tribunal, the Board disqualified Mr. DelSordo from representing NVS in the pending appeals and struck the responses filed by Mr. DelSordo from CBCA 6334.

CBCA STAFF SUPPORT DIVISION

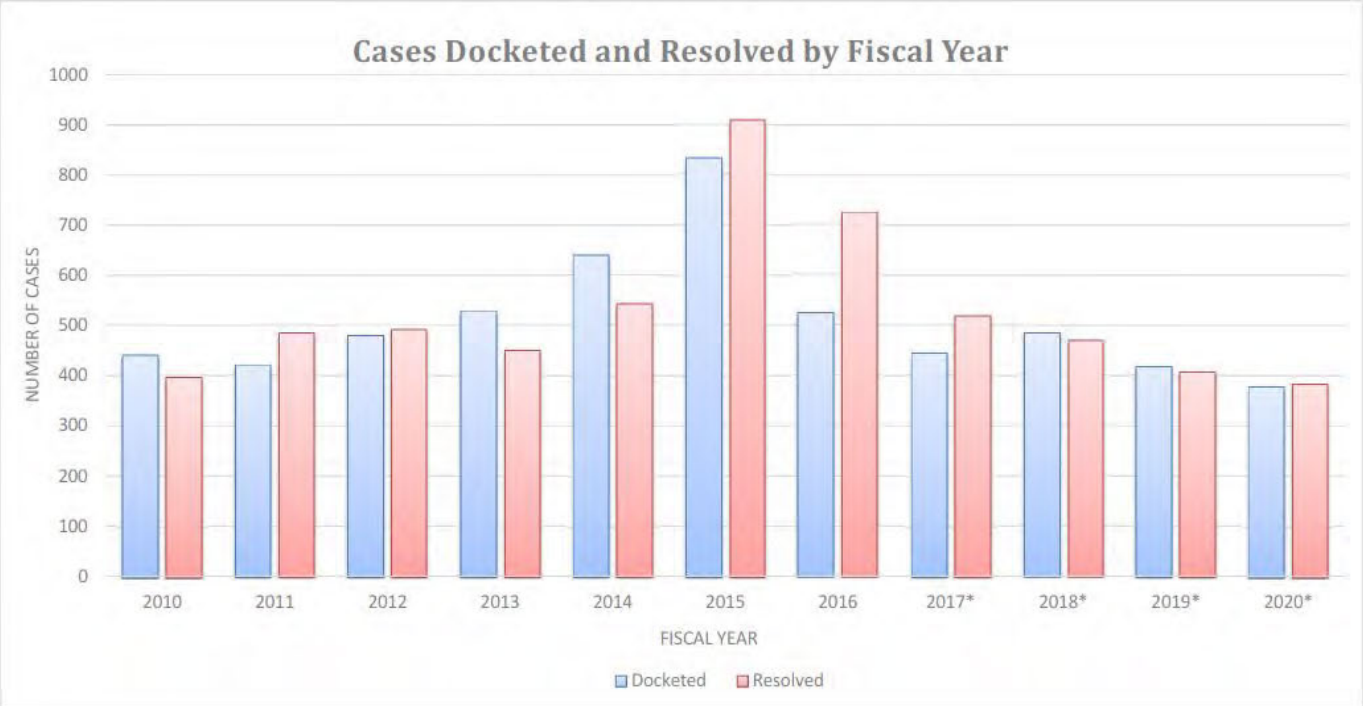
The CBCA legal department transformed over the past year after legal counsel Anne Quigley left the Board. In February of 2020, the CBCA hired Tara Mehrbach and Jennifer Sandusky as new CBCA attorneys. Tara is a graduate of The University of Virginia School of Law. Prior to joining the CBCA, Tara spent seven years litigating government contracts cases for a private law firm before transitioning to the Office of Medicare Hearings and Appeals where she was an Attorney Adjudicator, issuing "on the record" decisions in Medicare appeals. Jenny is a graduate of the University of Toledo College of Law (JD) and The George Washington University Law School (LLM). Prior to joining the CBCA, Jenny served as an active duty Judge Advocate General (JAG) in the United States Air Force and continues to serve as a member of the Air Force JAG reserve component.

Tara and Jenny joined the CBCA just weeks before the offices closed due to the pandemic, but they have been instrumental, along with Chief Counsel James Johnson, in assisting the Board with transitioning from a non-teleworking office to a fully virtual office. The legal department is looking forward to a less dramatic year ahead.

Charity Barnett is the new Deputy Clerk of the Board. In this role, she reviews and analyzes efilings to ensure compliance with the Board rules, dockets new cases, and acts as a liaison between parties and the Board. Ms. Barnett also coordinates all travel for the judges and provides administrative support to the Board's robust law clerk program and paralegals. Ms. Barnett comes to the CBCA after retiring from a 20-year career in the United States Air Force as an active duty paralegal. She has spent many of her assignments managing the travel program for her various offices and coordinating witness logistics. In her last assignment she had the opportunity to work for the Trial Judiciary at the Office of Military Commissions and provide both administrative and logistical support to multiple judges from the Army, Air Force, and Marines.

STATISTICS

This chart details the total cases filed and resolved by fiscal year since 2010.



*** 2017-2020 include separate ADR cases where there is an underlying docketed appeal.**

This chart shows all electronic filings received by the CBCA during FY 2020. The Board provided electronic filing as an option for parties in 2013, and in this fiscal year approximately 97% of all filings were submitted electronically.

ELECTRONIC FILINGS

	Oct.	Nov.	Dec.	1st QTR.	Jan.	Feb.	Mar.	2nd QTR.	Apr.	May	Jun.	3rd QTR.	Jul.	Aug.	Sep.	4th QTR.	FY TOTAL
Processed	265	242	268	**775**	316	227	289	**832**	315	351	367	**1033**	308	295	327	**930**	**3570**
Not Processed	16	30	15	**61**	34	15	23	**72**	25	20	26	**71**	28	43	29	**100**	**304**
Rejected	17	5	8	**30**	11	10	8	**29**	15	6	7	**28**	4	14	16	**34**	**121**
Spam/Trash	25	30	26	**81**	58	23	41	**122**	38	33	36	**107**	24	31	27	**82**	**392**
TOTAL	**323**	**307**	**317**	**947**	**419**	**275**	**361**	**1055**	**393**	**410**	**436**	**1239**	**364**	**383**	**399**	**1146**	**4387**

Processed (Submissions found to be compliant with the CBCA's rules and that were included in the case record); Not Processed (Submissions deemed not proper to include in the case record, such as acknowledgment of receipt emails from one party to the other, duplicate filings, and emails directed to the Clerk's office regarding general questions); Rejected (Submissions found to be non-compliant with the CBCA's rules and that were not included in the case record, such as filings with attachments that were not in PDF format, filings without the intended attachments, and filings in which the party submitted links in lieu of providing the actual documents); Spam/Trash (Spam emails, advertisements, etc.)

STATISTICS

This chart shows all new cases docketed by the CBCA during FY 2020 by case type.

CASES DOCKETED

	Oct.	Nov.	Dec.	1st QTR.	Jan.	Feb.	Mar.	2nd QTR.	Apr.	May	Jun.	3rd QTR.	Jul.	Aug.	Sep.	4th QTR.	FY TOTAL
ADR	2	4	5	**11**	2	0	2	**4**	1	7	10	**18**	8	4	4	**16**	**49**
Appeal	15	10	20	**45**	16	16	22	**54**	17	26	20	**63**	15	18	15	**48**	**210**
Appeal Recon	0	0	0	**0**	7	0	0	**7**	0	0	0	**0**	0	0	0	**0**	**7**
Debt	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	**0**
EAJA Cost	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	**0**
FCIC	0	0	0	**0**	0	0	1	**1**	0	0	0	**0**	0	0	0	**0**	**1**
FCIC Recon	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	**0**
FEMA	2	2	0	**4**	1	1	0	**2**	0	2	1	**3**	0	3	0	**3**	**12**
FMCSA	1	0	2	**3**	3	1	2	**6**	2	2	0	**4**	4	0	0	**4**	**17**
ISDA	4	1	0	**5**	0	1	2	**3**	0	0	2	**2**	0	0	1	**1**	**11**
ISDA Recon	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	**0**
Other	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	**0**
Petition	0	1	0	**1**	0	0	0	**0**	1	0	0	**1**	0	0	0	**0**	**2**
Rate	0	0	0	**0**	0	1	0	**1**	0	0	0	**0**	0	0	0	**0**	**1**
Rate Recon	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	**0**
RELO	5	4	9	**18**	7	3	5	**15**	3	0	3	**6**	3	1	4	**8**	**47**
RELO Recon	0	0	0	**0**	1	0	1	**2**	2	0	0	**2**	0	0	0	**0**	**4**
TRAV	0	1	1	**2**	1	1	0	**2**	4	2	0	**6**	1	3	1	**5**	**15**
TRAV Recon	1	0	0	**1**	0	0	0	**0**	0	0	0	**0**	0	0	1	**1**	**2**
TOTAL	**30**	**23**	**37**	**90**	**38**	**24**	**35**	**97**	**30**	**39**	**36**	**105**	**31**	**29**	**26**	**86**	**378**

ADR	Alternative Dispute Resolution case (includes those with an underlying appeal)	**ISDA**	Indian Self Determination Act case
Appeal	Contract Disputes Act appeal of a contracting officer's final decision (COFD)	**Petition**	Requesting an order for a COFD
Debt	Debt collection case	**Rate**	GSA transportation audit case
EAJA Cost	Equal Access to Justice Act case	**RELO**	Relocation expenses case
FCIC	Federal Crop Insurance Corp. case	**Recon**	Reconsideration of any type of case
FEMA	Federal Emergency Management Agency case	**TRAV**	Travel expenses case
FMCSA	Federal Motor Carrier Safety Administration case		

This chart shows filings and notices related to appeals of CBCA decisions to the United States Court of Appeals for the Federal Circuit in FY 2020.

UNITED STATES COURT OF APPEALS FOR THE FEDERAL CIRCUIT
FILINGS/NOTICES

	Oct.	Nov.	Dec.	1st QTR.	Jan.	Feb.	Mar.	2nd QTR.	Apr.	May	Jun.	3rd QTR.	Jul.	Aug.	Sep.	4th QTR.	FY TOTAL
Docketed	1	0	1	**2**	0	0	2	**2**	1	0	0	**1**	2	1	0	**3**	**8**
Certified List	0	0	1	**1**	1	0	0	**1**	2	1	0	**3**	0	2	1	**3**	**8**
Opinion	0	0	1	**1**	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	**1**
Mandate	0	0	0	**0**	0	1	0	**1**	0	0	0	**0**	0	0	0	**0**	**1**
TOTAL	**1**	**0**	**3**	**4**	**1**	**1**	**2**	**4**	**3**	**1**	**0**	**4**	**2**	**3**	**1**	**6**	**18**