



UNITED STATES  
CIVILIAN BOARD OF CONTRACT APPEALS

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DENIED: May 1, 2023

CBCA 7666

STEPHANE ALRIVY,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

Stephane Alrivy, pro se, Columbia, MD.

Anthony M. Giannopoulos, Office of Regional Counsel, General Services Administration, Philadelphia, PA, counsel for Respondent.

Before Board Judges **LESTER**, **KULLBERG**, and **CHADWICK**.

**CHADWICK**, Board Judge.

The appellant purchased an automobile at auction from the respondent, the General Services Administration (GSA). Dissatisfied with the vehicle's condition, the appellant had it repaired and seeks to recover the repair costs. GSA requests summary judgment. The appellant has not responded. We grant GSA's motion and summarily deny the appeal.

Background

The appellant was the winning bidder for a Chevrolet Tahoe at an in-person GSA auction in October 2022. The auction terms and conditions included GSA's standard Limited Description Warranty clause, which included the following language:

Condition of property is not guaranteed. Deficiencies, when known, have been noted in the item description; however, the absence of any indicated deficiencies does not mean there are none. . . . No refund will be made unless . . . the purchaser . . . [among other things,] maintains the property in the same condition as when removed. . . . The amount of recovery under this provision is limited to the purchase price . . . . The purchaser is not entitled to any payment for loss of profit or any other money damages, special, direct, indirect, or consequential.

As pertinent to this case, the auction listing stated that the vehicle’s “Additional Equipment” included “Maintenance Records.” Such records conveyed with the vehicle.

Ten days after the auction, the appellant submitted to the GSA contracting officer evidence of a failed vehicle inspection and subsequent repairs and asked GSA for “full compensation for the completed repairs.” The contracting officer issued a final decision denying the claim. The appellant filed this appeal in February 2023.

The Board adopted an informal pleading procedure in view of the appellant’s pro se status. In lieu of a complaint, the appellant filed a letter alleging that the auction description “was misleading” in two respects. “First, the vehicle did not have maintenance completed as required. Second, the auction listing did not disclose that the vehicle had window tints that did not pass the Maryland safety inspection.” The appellant added that, should we find a misdescription, “I respectfully request that the Board not read the sale contract as limiting the damages to the sale price,” as such a reading would “represent a significant lapse in government oversight and a breach of public trust.”

In lieu of answering, GSA moved for summary judgment under Board Rule 8(f) (48 CFR 6101.8(f) (2021)) in March 2023. The appellant asked the Board to clarify whether he was required to respond to GSA’s motion and, if so, how. The presiding judge cited the procedures set out in Rule 8(f) and (g) and added, “The appellant may opt not to respond at his risk.” In late April, a week after the response deadline, the appellant advised the Board, “I have nothing to add to my original statement.” As discussed below, the record does not present any material disputes of fact, and the decisive issues are legal.

### Discussion

GSA must show that “it is entitled to judgment as a matter of law based on undisputed material facts.” Rule 8(f); *see Monbo Group International v. Department of Health & Human Services*, CBCA 7326, et al., 23-1 BCA ¶ 38,270, at 185,814. “We construe a pro se litigant’s pleadings liberally,” but such lenience does not affect “a pro se litigant’s burden of proof or our [assessment] of the factual record.” *House of Joy Transitional Programs*

*v. Social Security Administration*, CBCA 2535, 12-1 BCA ¶ 34,991, at 171,975. GSA argues that it should prevail on either of two alternative grounds. We agree in full.

First, GSA points out that there was no misdescription. The vehicle did, in fact, have “maintenance records,” as promised. As GSA writes, “No false or misleading statement was provided regarding the extent or frequency of the maintenance performed.” *See, e.g., Shchupack v. General Services Administration*, CBCA 4380, 15-1 BCA ¶ 35,901, at 175,508 (“The written description was correct, and therefore cannot be deemed a misdescription.”). And with regard to the window tinting, mere “[f]ailure to disclose” such a vehicle characteristic “does not amount to a mis-description.” *T.K. Hughes Auto Sales, Inc. v. General Services Administration*, CBCA 5397, et al., 17-1 BCA ¶ 36,747, at 179,110 (citing *Spicer v. General Services Administration*, CBCA 1532, 09-2 BCA ¶ 34,195, at 168,994); *see also McBroom v. General Services Administration*, CBCA 5575, 17-1 BCA ¶ 36,804, at 179,385 (discussing the precedential weight of *T.K. Hughes*).

GSA’s second argument is that “the appellant has continuously requested a form of remedy not available under the terms and conditions of this sale.” We consistently apply the “plain meaning” of contracts as written. *E.g., P.K. Management Group, Inc. v. Secretary of Housing & Urban Development*, 987 F.3d 1030, 1033 (Fed. Cir. 2021). Here, rather than preserving the vehicle in the sale condition, tendering it back to GSA, and seeking a refund of the purchase price, as would have been consistent with the auction contract, the appellant altered the vehicle and seeks to keep it, with repairs paid for by the Government. This conduct independently forecloses any legal claim. “The terms of the sale do not give [a buyer] the option of obtaining either a partial refund or a reduced purchase price to compensate for . . . [alleged] defects.” *Glasure v. General Services Administration*, GSBCA 16046, 03-2 BCA ¶ 32,284, at 159,746 (citing *Bob’s Auto Sales v. General Services Administration*, GSBCA 14447, 98-1 BCA ¶ 29,647; *John Gottsche*, GSBCA 8374, 87-3 BCA ¶ 20,076; *Jerome T. Jenks*, GSBCA 7952, 86-2 BCA ¶ 18,877).

### Decision

The appeal is **DENIED**.

Kyle Chadwick  
KYLE CHADWICK  
Board Judge

We concur:

*Harold D. Lester, Jr.*  
HAROLD D. LESTER, JR.  
Board Judge

*H. Chuck Kullberg*  
H. CHUCK KULLBERG  
Board Judge