



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

DISMISSED WITH PREJUDICE: August 28, 2025

CBCA 7637, 8074

BEN HOLTZ CONSULTING, INC. dba CALIFORNIA AVOCADOS DIRECT,

Appellant,

v.

DEPARTMENT OF AGRICULTURE,

Respondent.

Joshua D. Schnell, Rhina M. Cardenal, and Sam Van Kopp of Cordatis LLP, Arlington, VA, counsel for Appellant.

Elin M. Dugan and Michelle M. Weiner, Office of the General Counsel, Department of Agriculture, San Francisco, CA, counsel for Respondent.

KANG, Board Judge.

ORDER

By motion filed August 26, 2025, appellant seeks dismissal of these appeals with prejudice in accordance with the parties' settlement agreement.

The appeal in CBCA 7637 concerns appellant's claim for termination costs under prongs one and two of Federal Acquisition Regulation (FAR) clause 52.212-4 (48 CFR 52.212-4 (2018) (FAR 52.212-4)), Contract Terms and Conditions–Commercial Items (Oct. 2018), which was incorporated into the contract. The Board previously granted respondent's motion for partial summary judgment with regard to prong one of FAR clause

52.212-4 in *Ben Holtz Consulting, Inc. dba California Avocados Direct v. Department of Agriculture*, CBCA 7637, 23-1 BCA ¶ 38,463.

Appellant represents that the parties' settlement agreement fully resolved its claims in CBCA 8074 and its prong two claim in CBCA 7637. Appellant further represents that the settlement agreement also "reserved [appellant's] right to appeal the Board's partial summary decision" in *Ben Holtz Consulting, Inc.*, 23-1 BCA ¶ 38,463, to the Court of Appeals for the Federal Circuit.

Pursuant to Board Rule 12(b)(2) (48 CFR 6101.12(b)(2) (2024)), the appeals are **DISMISSED WITH PREJUDICE**.

Jonathan L. Kang
JONATHAN L. KANG
Board Judge