



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

DISMISSED IN PART AS MOOT,
DISMISSED IN PART FOR LACK OF JURISDICTION:
January 28, 2026

CBCA 8232

MEGA STAR LOGISTIC SERVICES CO.,

Appellant,

v.

DEPARTMENT OF STATE,

Respondent.

Abdul Ghafoor Sultani, Ex-President and Chief Executive Officer of Mega Star Logistic Services Co., Glen Allen, VA, appearing for Appellant.

Erin M. Kriynovich, Office of the Legal Adviser, Buildings and Acquisitions, Department of State, Washington, DC, counsel for Respondent.

Before Board Judges **LESTER**, **GOODMAN**, and **NEWSOM**.

GOODMAN, Board Judge.

Mega Star Logistic Services Co. (appellant) has appealed a contracting officer's final decision (COFD) denying its claim (first claim). The Department of State (respondent or Government) moved to dismiss this appeal as moot due to the Government's payment of the contract balance after the appeal was filed and for lack of jurisdiction over another claim (second claim) which was denied in a separate COFD and not appealed here. Appellant did not file an opposition to the Government's motion within the time required by the Board's rules, nor did appellant state its intent to file an opposition in response to the Board's order dated January 7, 2026. We grant the Government's motion.

Background

Appellant submitted its first claim pursuant to the Contract Disputes Act (CDA), 41 U.S.C. §§ 7101–7109 (2018), to the contracting officer (CO) on April 16, 2024. The claim requested “clarification on the status of the contract, assurance of payment for services rendered, and assistance in recovering funds from [the designated internet service provider in Afghanistan].” Appeal File, Exhibit 85 at 430.¹ The CO interpreted this request for “assurance of payment” for services rendered to be a request for “payment for the unpaid portion of Option Year 2 of the [c]ontract,” i.e., the contract balance and CDA interest and denied the claim in its entirety. Exhibit 87 at 442. On October 10, 2024, appellant filed a timely appeal to the Board, which was docketed as CBCA 8232.

The parties engaged in negotiation to resolve the appeal, during which appellant raised, for the first time, claim items that had not been included in the first claim and COFD. These new claim items were not resolved during the negotiation; however, on or about May 17, 2025, the Government paid appellant an amount which appellant acknowledged as full satisfaction of the unpaid contract balance and associated interest sought in the first claim. Appellant’s Status Report (July 21, 2025) at 1.

On May 24, 2025, appellant submitted the second claim to the CO. The second claim is comprised of the claim items that had not been included in the first claim but had been discussed during the previous negotiation—payment requests for unrecoverable equipment, administrative and personal efforts, financial burden due to delayed payment, and settlement and negotiation efforts. Respondent’s Motion to Dismiss for Lack of Jurisdiction, or Alternatively, Motion for Summary Judgment, Attachment 1.² On July 23, 2025, the CO issued a COFD denying appellant’s second claim and advising appellant of its appeal rights via an email to the same email address on record with the Board for this appeal and from which appellant has been communicating with both the Board and the Government throughout this appeal. *See* Attachment 2 at 1 (cover email from CO to appellant, stating that “[a] final decision is attached”); Attachment 3 (COFD on the second claim). There is no indication that appellant did not receive the July 23, 2025, COFD, as the CO has stated there was no “bounceback” or other indication that the email transmittal was not received. CO Declaration (Nov. 26, 2025), Attachment 4 ¶¶ 7-8.

¹ All exhibits are found in the appeal file, unless otherwise noted. The page numbers cited are the Bates numbers on the exhibits if included.

² References to attachments are to documents attached to respondent’s motion.

Discussion

For the Board to exercise jurisdiction over a claim, the CDA requires the contractor to submit a written claim to the contracting officer for a COFD, with a subsequent appeal of the COFD or deemed denial if the CO does not issue a COFD. 41 U.S.C. §§ 7103(a), 7104(a), 7105(e)(1)(B). Should a contractor choose to appeal to the Board, the CDA requires that the contractor file its appeal no more than ninety days following receipt of the COFD. *Id.* § 7104(a).

In its motion to dismiss, the Government asserts that the only claim properly before the Board is appellant's first claim for the remaining contract balance and CDA interest which the Government has now paid. The Government asserts that the second claim had not been submitted to the CO for a final decision before this appeal was filed and the COFD denying the second claim has not been appealed to this Board. Therefore, the Government argues, the second claim cannot be resolved in this appeal. *See* Respondent's Status Report (Mar. 26, 2025) at 2; Respondent's Status Report (July 18, 2025) at 2.

The Appeal of the First Claim

The Government paid appellant the outstanding contract balance plus CDA interest which appellant has acknowledged as full satisfaction of the unpaid contract balance and associated interest. Appellant's Status Report (July 21, 2025) at 1. The contract balance was the amount sought in the first claim, the denial of which was the subject of this appeal. This dispute is moot because the Government has reimbursed appellant for the entirety of the claim, and, therefore, the claim pending before the Board has been resolved. As there is no longer a dispute to be resolved, we dismiss the appeal as moot. *Shaw Environmental, Inc. v. Department of Homeland Security*, CBCA 2177, 13 BCA ¶35,188, at 172,667 (2012).

The Second Claim

The July 23, 2025, COFD denying appellant's second claim was transmitted to appellant via email that same day. Receipt of a final decision by email occurs on the day the contractor receives the email message. *Government Services Corp. v. Department of Homeland Security*, CBCA 4204, 15-1 BCA ¶35,807 (2014); *Dekatron Corp. v. Department of Labor*, CBCA 4444, 15-1 BCA ¶ 36,045. It is the Government's burden to provide sufficient objective evidence that the contractor received the final decision, which the Government has provided as noted above. Appellant did not respond to the Government's motion to dismiss and, therefore, has not provided any evidence to the contrary. Appellant did not appeal the COFD on the second claim to the Board within the ninety-day period

required by the CDA.³ See 41 U.S.C. § 7104(a). Even assuming, for purposes of argument, that appellant never received the CO's emailed final decision, appellant never filed an appeal of a "deemed denial" of the second claim with the Board. We therefore do not have jurisdiction over, and cannot resolve, the claim items that comprise the second claim.

Decision

This appeal as to appellant's first claim is **DISMISSED AS MOOT**. As appellant did not appeal the COFD denying the second claim to this Board, the Board does not have jurisdiction over the claim items that comprise the second claim.

Allan H. Goodman

ALLAN H. GOODMAN

Board Judge

We concur:

Harold D. Lester, Jr.

HAROLD D. LESTER, JR.

Board Judge

Elizabeth W. Newsom

ELIZABETH W. NEWSOM

Board Judge

³ Appellant may also appeal to the United States Court of Federal Claims within twelve months of receipt of the COFD. 41 U.S.C. § 7104(b)(3). The Government states that it is not aware that appellant has filed an appeal in that forum.