**UNITED STATES**
**CIVILIAN BOARD OF CONTRACT APPEALS**

GRANTED IN PART: September 18, 2026

CBCA 9031

TIER 1 MANAGEMENT LLC,

Appellant,

v.

DEPARTMENT OF THE INTERIOR,

Respondent.

Owen Igori, Managing Member of Tier 1 Management LLC, Union, NJ, appearing for Appellant.

Stuart Radde, Office of the Solicitor, Department of the Interior, Bloomington, MN, counsel for Respondent.

**LESTER**, Board Judge.

Appellant, Tier 1 Management LLC (Tier 1), filed a notice of appeal on August 21, 2026, seeking $2974 in bonding costs that it alleges it was unable to recoup as a result of the Department of the Interior's early termination of its contract for convenience. Tier 1 included the bonding costs in a termination settlement proposal submitted to the agency's contracting officer, but the costs were denied in a final decision dated May 27, 2026. Although, in its termination settlement proposal, Tier 1 sought the payment of several categories of costs in addition to bonding, all of which the contracting officer addressed and denied in the final decision, Tier 1 limited its appeal to the Board to its request for $2974 in bonding costs. In its notice of appeal, Tier 1 elected to have this appeal decided under the small claims procedure identified in Rule 52 of the Board's Rules (48 CFR 6101.52 (published in eCFR)), which provides for the expedited resolution of the appeal by a single judge.

Soon after Tier 1 filed its notice of appeal, the parties engaged in settlement negotiations and, on September 10, 2026, executed a settlement agreement through which the agency agreed to pay $2974, inclusive of any interest under the Contract Disputes Act (CDA), 41 U.S.C. § 7109 (2024), as "a full and final settlement of all Claims." The agreement establishes a procedure by which, within forty-five days of execution of the settlement agreement, Tier 1 will submit an invoice to the agency seeking payment of $2974, after which the agency will release funds to Tier 1 "as soon as is practical after the receipt of Tier 1's invoice or no later than January 31, 2027, provided that the above referenced invoice has been received by the [agency]." The agreement contains a mutual release of claims and rights between the parties.

Although the parties' resolution of this appeal is governed by the settlement agreement that they executed on September 10, 2026, the parties filed a joint motion on September 11, 2026, asking the Board to enter a final judgment in the amount of $2974 in favor of Tier 1. They stipulate in their joint motion that, "upon entry of judgment, all disputes, claims, counterclaims and issues related to CBCA No. 9031 will be fully and finally resolved," and they certify that, pursuant to Board Rule 25(b)(2), they "shall not seek reconsideration of, seek relief from, or appeal the judgment so rendered." Because Tier 1 previously elected to have this appeal resolved using the small claims procedure, the judgment is being issued by the single judge presiding over the appeal, is final and conclusive, and may not be set aside except for fraud. *See* Board Rule 52(c).

## Decision

In accordance with the parties' stipulation and request for entry of final judgment, Tier 1's appeal is **GRANTED IN PART**. Tier 1 is entitled to payment of $2974, inclusive of interest under the CDA, with each party to bear its own costs, expenses, and attorney fees.

*Harold D. Lester, Jr.*

HAROLD D. LESTER, JR.
Board Judge