

## CLIENT ALERT

### Attorney Fees for Claim Preparation Are Recoverable, Despite Contingency Arrangement

June 19, 2012

In *SUFI Network Servs., Inc. v. U.S.* (June 18, 2012), the Court of Federal Claims granted SUFI, represented by C&M, summary judgment, holding that SUFI is entitled to attorneys' fees as an equitable adjustment pursuant to the common-law test of foreseeability applicable to NAFI contractors when FAR regulations do not apply. The CFC analyzed SUFI's claim under the Federal Circuit's seminal *Bill Strong* decision, finding that, even under a FAR analysis, SUFI's claimed legal fees (calculated on an "hours times rate," or lodestar, basis) were not precluded by the existence of a contingency agreement and were recoverable because they were for contract administration, as opposed to claim prosecution.

For more information, please contact the professional(s) listed below, or your regular Crowell & Moring contact.

**Brian Tully McLaughlin**

Partner – Washington, D.C.

Phone: +1.202.624.2628

Email: [bmclaughlin@crowell.com](mailto:bmclaughlin@crowell.com)