

CLIENT ALERT

Claim Accrual and the Continuing Claims Doctrine: Board Has Jurisdiction Over Claim Comprised of Separate and Distinct Events that Fell within the CDA's Six-Year Statute of Limitations Period

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In *Lockheed Martin Aeronautics Company*, ASBCA No. 62209 (a C&M case), the Armed Services Board of Contract Appeals (Board) held that the contractor's claim, seeking recovery for impacts of over-and-above repair work during contract performance, was timely filed under the Contract Disputes Act's six-year statute of limitations—rejecting an Air Force Motion for Summary Judgment and granting cross-motions filed on behalf of Lockheed Martin. Recognizing that a contractor's claim cannot accrue before the events that fix the liability of the government, the Board held Lockheed Martin's claim did not have a single accrual date but, rather, multiple accrual dates based upon when the government approved each repair. The Board separately held that those government approvals represented “the type of single-topic . . . yet repeated and distinct events” making Lockheed Martin's claims timely under the well-recognized “continuing claim doctrine.”

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

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