

CLIENT ALERT

Separate CAS Noncompliances May Get Separate SOL

January 22, 2014

In *Appeal of Fluor Corp.*, the ASBCA held that the government's claim relating to an alleged CAS 403 noncompliance "was a continuing claim inherently susceptible to being broken down into a series of independent distinct events," namely, each payment by the government for a CAS-non-compliant billing. Thus, the board held that, under the CDA's statute of limitations, the government "knew or should have known" that it had a claim against the contractor as of the date the compliance audit was completed (for amounts paid before that date), but that claims for the same alleged CAS noncompliance in subsequent years would not accrue until the amounts at issue for those years had been billed and paid, a result that may save some government claims from the CDA's 6-year SOL (previously discussed [here](#), [here](#), [here](#), [here](#), and [here](#)).

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

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