

ARMED SERVICES BOARD OF CONTRACT APPEALS

Appeal of CACI International, Inc.

ASBCA No. 63663 (Mar. 10, 2026) · No. ASBCA No. 63663 · Decided March 10, 2026

SUMMARY

The Armed Services Board of Contract Appeals denied CACI International, Inc.’s and the government’s cross-motions for reconsideration of an earlier decision concerning the allowability of Iraqi litigation costs and the effect of a 2007 settlement agreement. The Board held that the parties identified no mistaken findings of fact or errors of law and declined to consider new arguments raised for the first time on reconsideration.

CASE DETAILS

COURT	Armed Services Board of Contract Appeals
WRITING FOR THE COURT	David D’Alessandris; Owen C. Wilson; Michael N. O’Connell
JURISDICTION	Armed Services Board of Contract Appeals
DECIDED	March 10, 2026
DOCKET	ASBCA No. 63663
DISPOSITION	other
PROCEDURAL POSTURE	The parties filed cross-motions for reconsideration of the Board’s May 6, 2025 decision, which denied the government’s motion to dismiss, treated as a motion for summary judgment, and granted in part CACI’s motion for summary judgment.
STANDARD OF REVIEW	Reconsideration is appropriate only when the Board made a mistake in its findings of fact or conclusions of law, failed to consider an appropriate matter, or made a genuine oversight affecting the outcome. A motion for reconsideration is not an opportunity to reargue matters previously decided or raise arguments that should have been presented earlier.
PRECEDENTIAL VALUE	Published Armed Services Board of Contract Appeals opinion
PARTIES	CACI International, Inc. v. Defense Contract Management Agency

TOPICS

- government contracts
- appellate procedure
- standard of review
- administrative law
- federal spending

PRACTICE AREAS

government contracts

administrative law

appellate procedure

QUESTIONS PRESENTED

1. Whether CACI identified a mistake of fact, error of law, or qualifying oversight warranting reconsideration of the Board's prior ruling on the allowability of its Al Shimari litigation costs.
2. Whether new arguments and factual material raised for the first time in CACI's motion for reconsideration should be considered.
3. Whether issue preclusion barred CACI's claimed indirect overhead costs based on the Eastern District of Virginia decision.
4. Whether the 2007 settlement agreement between CACI Premier Technology and the Department of the Interior released or otherwise barred CACI International's claimed overhead costs.
5. Whether the Department of Defense was entitled to enforce the settlement agreement as a successor agency, co-obligor, or third-party beneficiary.

HOLDINGS

1. Reconsideration is warranted only for a genuine mistake in findings of fact or conclusions of law, failure to consider an appropriate matter, or another genuine oversight affecting the outcome; it is not a second opportunity to present rejected arguments.
2. The Board will not consider new legal theories, factual material, or apportionment arguments raised for the first time in a motion for reconsideration when they were not presented in the underlying summary-judgment briefing.
3. Issue preclusion did not bar CACI's claimed overhead costs because the issue previously adjudicated was not identical to the issue before the Board.
4. The 2007 settlement agreement between CACI Premier Technology and the Department of the Interior did not release or bar CACI International's claimed indirect overhead costs against the Defense Contract Management Agency.
5. The Department of Defense was not shown to be an intended direct third-party beneficiary of the 2007 settlement agreement and therefore could not enforce it on that basis.

KEY QUOTATIONS

"[W]here litigants have once battled for the court's decision, they should neither be required, nor without good reason permitted, to battle for it again." (2)

"Motions for reconsideration do not afford litigants the opportunity to take a 'second bite at the apple' or to advance arguments that properly should have been presented in an earlier proceeding." (2)

"[I]n short, if we have made a genuine oversight that affects the outcome of the appeal, we will remedy it." (2)

FACTUAL BACKGROUND

CACI sought to include in its overhead rate legal costs incurred in defending the Al Shimari litigation, which involved claims under the Alien Tort Statute and allegations including aiding and abetting torture. The government contended that those costs were barred by issue preclusion arising from an Eastern District of Virginia decision and by a 2007 settlement agreement between CACI Premier Technology and the Department of the Interior. CACI and the government each raised new and repeated arguments in their reconsideration motions concerning the allowability, allocation, and release of the litigation costs.

PROCEDURAL HISTORY

CACI sought recovery through its indirect overhead rate of litigation costs arising from the Al Shimari litigation. In the prior decision, the Board held that the costs were not barred by issue preclusion based on an Eastern District of Virginia decision and were not released by a 2007 settlement agreement between CACI Premier Technology and the Department of the Interior, while denying the remainder of CACI's summary-judgment motion. Both CACI and the government sought reconsideration, but the Board denied both motions and directed the parties to submit a joint status report with a proposed schedule for further proceedings.

DISPOSITION

other

REMAND INSTRUCTIONS

The cross-motions for reconsideration were denied. The parties were directed to submit a joint status report with a proposed schedule for further proceedings within 30 days of the opinion.

CASES CITED

- Dixon v. Shinseki, 741 F.3d 1367, 1378 (Fed. Cir. 2014)
- Official Committee of the Unsecured Creditors of Color Tile, Inc. v. Coopers & Lybrand, LLP, 322 F.3d 147, 167 (2d Cir. 2003)
- Avant Assessment, LLC, ASBCA No. 58867, 15-1 BCA ¶ 36,137 at 176,384
- Robinson Quality Constructors, ASBCA No. 55784, 09-2 BCA ¶ 34,171 at 168,911
- L&C Europa Contracting Co., ASBCA No. 52617, 04-2 BCA ¶ 32,708 at 161,816
- Relyant, LLC, ASBCA No. 59809, 18-1 BCA ¶ 37,146 at 180,841
- Boeing North American, Inc. v. Roche, 298 F.3d 1274, 1285 (Fed. Cir. 2002)
- Rumsfeld v. General Dynamics Corp., 365 F.3d 1380, 1386 (Fed. Cir. 2004)
- Thomas v. General Services Administration, 794 F.2d 661, 664 (Fed. Cir. 1986)
- Holland v. United States, 621 F.3d 1366 (Fed. Cir. 2010)
- Glass v. United States, 258 F.3d 1349, 1354 (Fed. Cir. 2001), opinion amended on reh'g on unrelated grounds, 273 F.3d 1072 (Fed. Cir. 2001)

Retrieved from lawtools.ai · <https://lawtools.ai/cases/state/armed-services-board-of-contract-appeals-armed-services-board-of-contract-appeals/2026/appeal-of-caci-international-inc-sraif5m8>