



UNITED STATES  
CIVILIAN BOARD OF CONTRACT APPEALS

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MOTION TO AMEND PLEADINGS GRANTED: April 26, 2022

CBCA 7359, 7360, 7361, 7362, 7363, 7364

JBG SMITH PROPERTIES, LP,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

Stuart W. Turner and Amanda J. Sherwood of Arnold & Porter Kaye Scholer LLP, Washington, DC, counsel for Appellant.

James F. H. Scott and Jessica Gunzel, Office of General Counsel, General Services Administration, Washington, DC, counsel for Respondent.

Before Board Judges **BEARDSLEY** (Chair), **VERGILIO**, and **DRUMMOND**.

**BEARDSLEY**, Board Judge.

Appellant, JBG Smith Properties, LP (JBG Smith), moved to amend the pleadings in each of the above-referenced appeals to substitute the leasehold entity's name for its own. Respondent, the General Services Administration (GSA), does not object to this motion. The Board grants the motion and substitutes the leasehold entity's name for JBG Smith's in each of the six appeals.

### Background

JBG Smith filed six appeals, each involving a contracting officer's final decision (COFD) interpreting the provisions of a lease. JBG Smith asserts that although it is either the successor-in-interest or the parent company to each of the named entities on the subject leases, and the use of its name was "meant to represent [JBG Smith's] identity as the ultimate common owner of the leases in these appeals," the correct name for the appellant in each appeal is the name on each lease. JBG Smith moves to substitute the leasehold entities' names for JBG Smith's in each appeal. The name of each leasehold entity and the corresponding appeal is:

CBCA 7359: CESC Mall, LLC

CBCA 7360: BNA Washington Inc.

CBCA 7361: CESC Crystal / Rosslyn II, L.L.C.

CBCA 7362: CESC Square LLC

CBCA 7363: Fourth Crystal Park Associates LP

CBCA 7364: CESC Gateway Square L.L.C.

### Discussion

In the past, we have allowed the substitution of an appellant mistakenly named in the appeal when such action will not prejudice the agency. [*Eastco Building Services v. General Services Administration*, CBCA 5272, 17-1 BCA ¶ 36,670]; [*Triad Realty Trust*, GSBICA 10568, 92-1 BCA ¶ 24,413]. An agency is not prejudiced by the substitution of an appellant mistakenly named in the appeal when the agency receives "full and timely notice of the appeal." [*Triad Realty*. Full and timely notice of appeal is given when the notice of appeal informs the agency of the contract in question and the COFD from which the appeal is taken, by author and date; a copy of the COFD is attached to the notice of appeal; and notice is given within the [Contract Disputes Act's] ninety-day filing requirement. *Id.*

*Alares LLC v. Department of Veterans Affairs*, CBCA 6149, et al., 21-1 BCA ¶ 37,906.

GSA received full and timely notice of each of the appeals. In each claim and the contracting officer's corresponding final decision, the lease at issue was correctly identified by contract number. Each COFD also identified the lessor by name. Each of the six claims and COFDs was attached to the notice of appeal.<sup>1</sup> The notice of appeal was filed within

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<sup>1</sup> JBG Smith filed one notice of appeal appealing all six COFDs.

ninety days of the leasehold entity's receipt of the COFD, and JBG Smith has yet to file a complaint in these appeals. Substituting the leasehold entities' names for JBG Smith's in each appeal at this time will not prejudice GSA.

Decision

The motion is **GRANTED**. Appellant's name, "JBG Smith Properties, LP," will be replaced with the name of the leasehold entity in each appeal.

*Erica S. Beardsley*

ERICA S. BEARDSLEY

Board Judge

We concur:

*Joseph A. Vergilio*

JOSEPH A. VERGILIO

Board Judge

*Jerome M. Drummond*

JEROME M. DRUMMOND

Board Judge