



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

GRANTED IN PART: September 26, 2025

CBCA 8567-C(7547)

CRYSTAL CLEAR MAINTENANCE,

Applicant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

Marques O. Peterson, Mary E. Buxton, and Dinesh C. Dharmadasa of Pillsbury Winthrop Shaw Pittman, LLP, Los Angeles, CA, counsel for Applicant.

Justin S. Hawkins, Office of General Counsel, General Services Administration, Washington, DC, counsel for Respondent.

Before Board Judges **BEARDSLEY** (Chair), **SULLIVAN**, and **CHADWICK**.

SULLIVAN, Board Judge.

Pending before the Board is an application by Crystal Clear Maintenance (CCM), filed on August 21, 2025, for \$68,687.50 in attorney fees pursuant to the Equal Access to Justice Act (EAJA), 5 U.S.C. § 504 (2018).

Discussion

On March 24, 2025, the Board issued a decision in *Crystal Clear Maintenance v. General Services Administration*, CBCA 7547, 25-1 BCA ¶ 38,776, granting CCM's appeal and denying the claim by the General Services Administration (GSA) for costs GSA incurred

to repair damages from flooding in a building maintained by CCM. GSA did not appeal that decision within the 120 days permitted, and the decision became final on July 22, 2025. *See* 41 U.S.C. § 7107(a)(1). CCM timely filed its EAJA application within thirty days of the decision becoming final. 5 U.S.C. § 504(a)(2).

Entitlement. CCM established that it had a net worth of less than \$7,000,000 and fewer than 500 employees when the appeal was filed. *See* 5 U.S.C. § 504(b)(1)(B). CCM also was the prevailing party in the appeal because the Board denied GSA's claim for costs, the only issue in the litigation. *Systems Management & Research Technologies Corp. v. Department of Energy*, CBCA 5437-C(4068), 16-1 BCA ¶ 36,482, at 177,749. CCM also alleged that GSA's position was not substantially justified. *See Davis v. Nicholson*, 475 F.3d 1360, 1366 (Fed. Cir. 2007). CCM met its burden to establish entitlement under EAJA.

"Substantially Justified". The burden shifts to GSA to establish that its position was "substantially justified," "a test that essentially looks at the reasonableness of the Government's position." *Systems Management*, 16-1 BCA at 177,749. GSA asserted that its position was substantially justified because it relied upon the Board's decision in *United Facility Services Corp. v. General Services Administration*, CBCA 7618, 24-1 BCA ¶ 38,535, at 187,319, in which the Board held the maintenance contractor liable for flooding damages. GSA contended that, although the Board distinguished this appeal from the decision in *United Facility*, its reliance was still reasonable. The Board in *United Facility* found liability based on the contractor's breach of its contractual obligation to respond to a report of a flooding event within thirty minutes. *Id.* In this appeal, the Board found that CCM met the contractual obligation to respond to a report of a flooding event within one hour. *Crystal Clear*, 25-1 BCA at 188,492. The decision in *United Facility*, given that it had different facts from this case, does not provide a basis for finding that GSA's position was substantially justified. GSA also asserted that the parties substantially agreed upon the facts submitted in briefing, thereby making GSA's position reasonable. This agreement does not establish that GSA's position was substantially justified.

Quantum. CCM seeks \$68,687.50, which it derived by multiplying the total number of hours (549.5) times the statutory cap of \$125 per hour. 5 U.S.C. § 504(b)(1)(A). In support of its claim, CCM provided twenty-nine invoices for attorney fees accrued between February 2022 and March 2025.¹ The hours on these invoices only total 548.30. In addition, there are charges on two invoices for two individuals for whom CCM has not identified as counsel or provided an explanation as to their role (invoice dated November 14, 2023, listing 0.30 hours for C. B Drake; invoice dated February 11, 2025, listing 1.7 hours for P. T. Vay).

¹ GSA did not object to the hours claimed or support provided.

Also, one of the invoices reflects charges that do not appear related to the matter (invoice dated December 10, 2024, listing 0.20 hours for D. Dharmadasa conference regarding a solicitation). These unexplained or unrelated hours total 2.2 hours. We subtract 2.2 hours from 548.30 and find that the number of substantiated hours totals 546.1. We multiply the number of substantiated hours (546.1) by the statutory cap of \$125 per hour and determine that CCM may recover \$68,262.50.

Decision

We **GRANT IN PART** CCM's EAJA application in the amount of \$68,262.50.

Marian E. Sullivan

MARIAN E. SULLIVAN

Board Judge

We concur:

Erica S. Beardsley

ERICA S. BEARDSLEY

Board Judge

Kyle Chadwick

KYLE CHADWICK

Board Judge