

Representative Claims Experience

Step toe & Johnson LLP
 1330 Connecticut Avenue, NW
 Washington, DC 20036
 Tel: 202.429.3000
 Fax: 202.429.3902

750 Seventh Avenue
 New York, NY 10019
 Tel: 212.506.3900
 Fax: 212.506.3950

115 South LaSalle Street
 Suite 3100
 Chicago, IL 60603
 Tel: 312.577.1300
 Fax: 312.577.1370

Collier Center
 201 East Washington Street
 16th Floor
 Phoenix, AZ 85004
 Tel: 602.257.5200
 Fax: 602.257.5299

633 West Fifth Street
 Suite 700
 Los Angeles, CA 90071
 Tel: 213.439.9400
 Fax: 213.439.9599

2121 Avenue of the Stars
 Suite 2800
 Los Angeles, CA 90067
 Tel: 310.734.3200
 Fax: 310.734.3300

Avenue Louise 240, Box 5
 B-1050 Brussels
 Belgium
 Tel: +32 2 626 0500
 Fax: +32 2 626 0510

Step toe & Johnson
 99 Gresham Street
 London, EC2V 7NG
 England
 Tel: +44 (0)20 7367 8000
 Fax: +44 (0)20 7367 8001

- Great Lakes Dredge & Dock Company LLC, ASBCA No. 55650 (2007) (representing client on differing site conditions and failure to disclose superior knowledge claims) (settled)
- Humana Military Health Services, Inc., ASBCA Nos. 55861, 55675 (2007) (representing client in claim for adjustment of target cost and target fee) (settled)
- Great Lakes Dredge & Dock Company, ASBCA Nos. 53929, 52466 (2004) (representing client in differing site conditions claim) (settled)
- Great Lakes Dredge & Dock Company, ASBCA No. 53140 (2001) (representing contractor with respect to suspension of work claim) (settled)
- Systems Research Laboratories, Inc., ASBCA No. 51313 (1998) (appeal of alleged CAS noncompliance regarding allocation of home-office expenses) (settled)
- Keno & Sons, Inc., ENG BCA No. 5837-Q, 98-1 B.C.A. ¶ 29,336 (Oct. 23, 1997) (representing subcontractor in changes clause and differing site conditions claims presented by the prime contractor)
- NATCO Limited Partnership, ENG BCA No. 6183, 96-1 B.C.A. ¶ 28,062 (Oct. 13, 1995) (claim under the variation in estimated quantities clause)
- Great Lakes Dredge & Dock Co., ENG BCA No. 5606, 91-1 B.C.A. ¶ 23,613 (Dec. 18, 1990) (differing site condition claim)
- Unisys Corp., CSBCA No. 10787 - COM (1990) (challenge to the exercise of option on grounds of violation of fiscal laws (Anti-Deficiency Act) and laws and regulations relating to multiyear contracts) (settled)
- Mergentime Corporation v. Washington Metropolitan Area Transit Authority, Civil Action No. 89-1055, 1993 U.S. Dist. Lexis 11123 (July 30, 1993), rev'd, 166 F.3d 1257 (D.C. Cir. 1999) (dispute involving change, constructive change, interference and constructive acceleration claims regarding construction of D.C. subway station; matter was retried on remand in 2001)

- Other Claims/Disputes-Related Activity
 - Preparation and presentation of numerous claims and requests for equitable adjustment (“REA”) to federal agencies. The great majority of our claims are resolved at the agency level without litigation. Recoveries on these claims/REAs range from several hundred thousand to more than 100 million dollars.
- The types of claims and REAs include:
 - Changes and constructive changes
 - Suspension of Work/government interference
 - Termination for Convenience and Default
 - Defective specifications, failure to disclose superior knowledge, and breach of duty to cooperate
 - Economic price adjustment and other price adjustment provisions
 - Defective estimates in government specifications
 - REAs to recover indirect costs in connection with Foreign Military Sales transactions
 - Patent infringement claims against the government
 - Claims seeking extraordinary relief under Public Law 85-804
- Representation of clients in connection with responses to audit challenges relating to various contract cost and pricing issues
 - Defending clients in defective pricing cases brought under the Truth in Negotiations Act or False Claims Act
- Successful representation of clients in numerous alternative dispute resolution (“ADR”) proceedings with government agencies, including use of the mini-trial and settlement judge ADR techniques.

- Prime-Subcontractor Disputes
 - Representation of prime contractors in drafting sponsorship and liquidation agreements and sponsoring subcontractor claims.
 - Representation of first-tier subcontractor in submitting claims to prime contractor regarding termination for convenience.
 - Representation of higher-tier subcontractor in mediation of REAs by lower tier subcontractors in aerospace manufacturing subcontract.
 - Representation of major aerospace/defense contractor in fee dispute with prime contractor.
 - Advice to major aerospace/defense contractor on issues relating to alleged breach of teaming agreement and subcontract by prime contractor under major DOD weapon system program.
 - Representation of defense contractor in arbitration alleging breach of teaming agreement.
 - Advice to major NASA contractor on preparation of REA for submission to prime contractor.