

ARMED SERVICES BOARD OF CONTRACT APPEALS

Appeal of - )  
)  
Cobeal Consulting Group ) ASBCA No. 63815  
)  
Under Contract No. W912DQ-21-C-4014 )

APPEARANCE FOR THE APPELLANT: Ms. Sophy Laughing  
Chief Executive Officer

APPEARANCES FOR THE GOVERNMENT: Michael P. Goodman, Esq.  
Engineer Chief Trial Attorney  
Virginia Murray, Esq.  
Kristine Hauser, Esq.  
Engineer Trial Attorneys  
U.S. Army Engineer District, Kansas City

OPINION BY ADMINISTRATIVE JUDGE WILSON  
ON APPELLANT'S MOTION FOR RECONSIDERATION

Cobeal Consulting Group (Cobeal or appellant) seeks reconsideration of the Board's January 28, 2025 decision (*Cobeal Consulting Group*, ASBCA No. 63815, 25-1 BCA ¶ 38,742, familiarity with the facts is presumed) dismissing its affirmative monetary claims that were never presented to the contracting officer and therefore were outside of the Board's jurisdiction, while retaining jurisdiction over the propriety of the termination for default. Cobeal contends, among other things, that the Board's jurisdiction over its uncertified monetary claim is not barred when the presence of fraud, misrepresentation, or bad faith conduct on behalf of the government is alleged. Thus, Cobeal contends that the Board: misapplied the controlling law or overlooked binding precedent; ignored or misconstrued material facts with a direct impact on the outcome of the case; and committed legal errors by not focusing on the evidence submitted by appellant. Ultimately, Cobeal requests that the Board "vacate its prior ruling, reinstate Appellant's monetary claims, and convert the Termination for Default into a Termination for Convenience to prevent manifest injustice. (App. mot. at 9-11) The U.S. Army Corps of Engineers responded to the motion contending that Cobeal has "fail[ed] to satisfy its burden in proving the Board should alter its Order" and as a result, the motion should be denied (gov't resp. at 1-2). For the reasons stated below, Cobeal's motion is denied.

## DECISION

To prevail on a motion for reconsideration, a party “must demonstrate a compelling reason for the Board to modify its decision.” *Golden Build Co.*, ASBCA No. 62294, 20-1 BCA ¶ 37,742 at 183,161 (quoting *Bruce E. Zoeller*, ASBCA No. 56578, 14-1 BCA ¶ 35,803 at 175,103). If we have made mistakes in the findings of fact or conclusions of law, or by failing to consider an appropriate matter, reconsideration may be appropriate. See *Chugach Federal Solutions, Inc.*, ASBCA No. 61320, 23-1 BCA ¶ 38,456 at 186,918; *Robinson Quality Constructors*, ASBCA No. 55784, 09-2 BCA ¶ 34,171 at 168,911. “In short, if we have made a genuine oversight that affects the outcome of the appeal, we will remedy it.” *Relyant, LLC*, ASBCA No. 59809, 18-1 BCA ¶ 37,146 at 180,841. Reconsideration might also be appropriate in the event of newly-discovered evidence. *Afghan Premier Logistics*, ASBCA No. 62938 *et al.*, 23-1 BCA ¶ 38,373 at 186,402. Motions for reconsideration, however, are “not the place to present arguments previously made and rejected.” *Id.*; *Potomac Elec. Corp.*, ASBCA No. 61371, 20-1 BCA ¶ 37,663 at 182,862 (“A motion for reconsideration is not intended to present a ‘post-decision bolstering of contentions which we have already rejected.’”) (quoting *Charitable Bingo Assocs., Inc., d/b/a Mr. Bingo, Inc.*, ASBCA Nos. 53249, 53470, 05-2 BCA ¶ 33,088 at 164,014). They also “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.” *Dixon v. Shinseki*, 741 F.3d 1367, 1378 (Fed. Cir. 2014).

Cobeal’s motion raises several arguments that would seem properly raised in its defense of the government’s decision to terminate the contract for default (for which Cobeal would not be precluded from arguing – if first it submitted to the contracting officer a claim setting forth these allegations and requested a final decision). However, the Board’s previous decision merely dismissed Cobeal’s new claim that, at the time of our decision, had not been submitted to the contracting officer for a final decision. A simple remedy to cure this jurisdictional defect would be to submit a certified claim to the government for proper consideration. As it subsequently has informed Board, Cobeal already has submitted one claim to the contracting officer for a final decision and is in the process of preparing several additional claims for submission to the contracting officer. Accordingly, the instant motion neither convinces us that we have made an error in the application of the appropriate legal precedent, nor does it persuade us that we have made an oversight that affects the outcome of the decision to dismiss the monetary portion of the complaint.

CONCLUSION

Cobeal's motion for reconsideration is denied.

Dated: July 30, 2025



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OWEN C. WILSON  
Administrative Judge  
Acting Chairman  
Armed Services Board  
of Contract Appeals

I concur



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MICHAEL N. O'CONNELL  
Administrative Judge  
Vice Chairman  
Armed Services Board  
of Contract Appeals

I concur



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DAVID B. STINSON  
Administrative Judge  
Armed Services Board  
of Contract Appeals

I certify that the foregoing is a true copy of the Opinion and Decision of the Armed Services Board of Contract Appeals in ASBCA No. 63815, Appeal of Cobeal Consulting Group, rendered in conformance with the Board's Charter.

Dated: July 30, 2025



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PAULLA K. GATES-LEWIS  
Recorder, Armed Services  
Board of Contract Appeals