



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

December 19, 2023

CBCA 7731-TRAV

In the Matter of TOMMY A.

Tommy A., Claimant.

Blake A. Jones, Office of the General Counsel, Department of Commerce, Washington, DC, appearing for Department of Commerce.

LESTER, Board Judge.

The claim at issue in this matter involves temporary duty (TDY) travel costs incurred between seven and thirteen years ago. Claimant seeks payment of \$88,374.40, representing unpaid per diem that he alleges he was entitled to receive for several extended TDY trips to a remote Alaskan island between 2010 and 2016, plus reimbursement for \$3516.06 in handling charges for groceries that were delivered to the island. The Department of Commerce's National Oceanic and Atmospheric Administration (NOAA) asks that we dismiss the claim as untimely or, in the alternative, uphold the agency's per diem reductions in the circumstances here. Despite the age of the claim at issue here, we cannot find it untimely under 31 U.S.C. § 3702(b)(1) (2018), but we deny the claim on its merits.

Background

Claimant's TDY Travel

For the time periods relevant to the claim at issue in this matter, claimant was employed by NOAA's National Marine Fisheries Service (NMFS) with a permanent duty station (PDS) in Juneau, Alaska.

Little Port Walter Marine Station (LPW) is a federal research station located on a roadless area near the southern tip of Baranof Island, more than 100 air miles southwest of Juneau, Alaska. It is accessible only by boat or float plane. It consists of several buildings that provide, among other things, housing and kitchen facilities. There are no stores, communities, or other facilities around LPW from which personnel can obtain food. The closest town with grocery stores and restaurants is Sitka, Alaska, which is more than sixty air miles from LPW.

LPW is operated by the Alaska Fisheries Science Center's Auke Bay Laboratories, which is a part of NMFS. Depending on the time of year and mission necessity, between two and thirty researchers and support staff may be present at LPW at any given time. Immediate families of TDY employees are sometimes allowed to stay at LPW, although NMFS asserts that it does not pay for family travel or food.

Claimant alleges that, for extensive periods of time between August 2010 and December 2016, he was assigned to TDY at LPW. At times, he brought his family with him.¹ He alleges that, in his travel authorizations for that TDY travel, claimant was granted a daily per diem rate of only \$5.50, an amount that NMFS selected because it matches the Alaska custom incidental rate for Government vessels. According to NMFS, the agency authorized this reduced per diem to account for the fact that lodging and food at LPW were already provided at the remote site. NMFS reports that, for TDY employees traveling to LPW during the time periods at issue here, its practice was to provide access to food and a kitchen sufficient to make breakfast, lunch, and dinner.

Claimant disputes the agency's position that it provided travelers to LPW with food and asserts that, by necessity, he had to purchase his own food and arrange for its shipment to LPW at his own expense. He has provided receipts showing that, between September 2, 2010, and August 18, 2015, he paid handling charges to a grocery store in Sitka, which, according to claimant, would deliver groceries for him to a government-contracted barge that NMFS regularly used to transport materials from Sitka to LPW.² He claims that it was only through this purchase-and-delivery-to-the-barge system that he obtained food when he was at LPW. Accordingly, he asserts that, under GSA travel policy at the time, he should have received the regular per diem for meals and incidental expenses (M&IE) for Alaska, which

¹ NMFS indicated in one of its communications with claimant that "[a]n additional understanding had allowed the [claimant's] family to be housed at LPW in the quarters provided by the government to the [claimant]."

² NMFS allowed TDY employees to add personal groceries and supplies to whatever materials NMFS was already shipping on the barge and would transport those items to LPW at no cost to the TDY employees.

he calculates as \$51 per day.³ NOAA, responding to claimant's assertions, recognizes that some TDY travelers elected to order additional food items for use at LPW during their sometimes lengthy stays there but that any such election was a personal preference rather than by necessity.

Claimant asserts that, in 2013, he became aware that other TDY employees traveling to LPW were being reimbursed for the expense of shipping groceries to a local post office from which a contract vessel would then pick them up and take them to LPW. He asserts that payments were illegally disguised as overtime through falsified records or as contracts awarded to TDY employees' family members. NOAA disputes claimant's assertion. In any event, claimant asserts that, rather than seek money through surreptitious means, he submitted to NMFS invoices showing expenses that he had incurred and was continuing to incur to have groceries shipped to LPW and travel vouchers seeking reimbursement for those expenses. He asserts that the vouchers went unpaid.

Claim Submission

On April 15, 2016, claimant sent an email to his first- and second-level supervisors at NMFS, asserting that (1) he was entitled to a significantly higher per diem for the time that he had spent at LPW than the daily \$5.50 rate that he had received and (2) he should be reimbursed for grocery handling fees that he had incurred to get his groceries to an NMFS-sponsored boat for delivery to LPW. In his email, claimant stated that, over the course of several days preceding the April 15 email, "[t]here has been an ongoing discussion of the per diem and travel expenses I've requested and the subsequent denial of all requested payments." NOAA reports that it cannot locate any records of such discussions or of pre-April 15 denials of previously submitted payment requests.

By email dated April 27, 2016, claimant informed NOAA's Workforce Management Office, which was then responsible for reviewing his claim, that he wanted to convert what he called his previously submitted "informal grievance" of April 15, 2016, into a "formal grievance" under agency procedures.⁴ The grievance addressed two issues: (1) claimant's

³ Claimant bases the \$51 M&IE per diem rate to which he alleges entitlement on the rates for continental United States CONUS TDY travel that the General Services Administration (GSA) publishes. As NMFS indicated in one of its responses to claimant, the TDY travel at issue here occurred in Alaska, for which per diem rates are published by the Defense Travel Management Office (DTMO). For purposes of this decision, we do not need to identify the specific M&IE rates that would have applied from 2010 to 2016.

⁴ The administrative grievance procedure upon which claimant relied in seeking relief was created by the Department of Commerce to allow aggrieved employees to "request

alleged entitlement to full M&IE for the time that he was on TDY at LPW rather than the limited daily \$5.50 per diem that he had received and (2) claimant's request for reimbursement of handling charges that he had paid the Sitka grocery vendor for helping ship food to claimant at LPW.

For reasons that the record does not make clear, consideration of claimant's "formal grievance" was delayed until July 14, 2017. It was not until September 11, 2017, that the then-Director of Auke Bay Laboratories, acting as the deciding official for purposes of resolving claimant's formal grievance, issued a final decision denying relief:

After careful consideration of the materials submitted to the grievance file opened July 14, 2017 in the first matter, it is the final decision of the Department of Commerce that the applicable per diem is limited to incidental expenses; \$5.50.

After careful consideration of the materials submitted to the grievance file opened July 14, 2017 in the second matter, it is the final decision of the Department of Commerce that no payment is due to you for grocery shipping charges incurred in the years 2010 through 2015.

In his briefing to the Board, claimant asserts that NMFS used its refusal to reimburse expenses as a tool for "punishment after discovering severe site contamination and gross fraud waste and abuse at the site," Claimant's Initial Filing (Mar. 30, 2023) at 1, but he has informed us that he is not seeking damages for retaliation or fraud here.

Proceedings Before the Board

On March 30, 2023, almost seven years after he submitted his claim to NMFS and more than five-and-a-half years after NMFS's September 2017 denial of his claim, claimant submitted his claim to the Board. By the time that he filed his claim with the Board, the official who decided his claim had left NMFS, and the official's replacement, the new Director of Auke Bay Laboratories (whom claimant identified as the person who would be responsible for addressing his claim), disclaimed knowledge of or responsibility for the claim

personal relief in a matter of concern or dissatisfaction regarding their employment." Department Administrative Order (DAO) 202-771 § 1.01 (effective June 8, 2011) (available at https://www.osec.doc.gov/opog/dmp/daos/dao202_771.html (last visited Dec. 18, 2023)). NOAA notified the Board, in response to the Board's inquiry, that the grievance process is not related to any collective bargaining agreement and that claimant was not part of a collective bargaining unit during his time with NMFS.

or its disposition (after failing initially to respond to the Board's efforts to reach him). The Director also declined the Board's requests that he identify or refer this matter to the legal office that supports Auke Bay Laboratories or some other office within the Department of Commerce that might respond to the claim. Only after several months of cold contacts by the Board to various offices within the Department of Commerce was the Board finally able to find a representative—from NOAA's Office of General Counsel—who assumed responsibility for investigating the claim and responding on NOAA's behalf. The Director's failure to assist in referring this matter to a responsible office within NOAA significantly delayed the Board's ability to address this claim.

On August 30, 2023, after NOAA's Office of General Counsel had entered its appearance in this matter, NOAA filed a motion seeking to dismiss this claim as untimely submitted. Given the amount of time that had already passed since the claim had been submitted to the Board, coupled with the Board's desire to resolve this matter in full, the Board took the motion under advisement and requested that NOAA provide a substantive response to the merits of the claim. In its response of October 6, 2023, NOAA represented that none of the NMFS personnel with direct knowledge of the events surrounding the claims was still employed within NOAA and that, under NOAA's regular record retention schedules, travel requests, authorizations, and vouchers are retained for six years before being destroyed. It indicated that, because the claims at issue occurred up to thirteen years ago, NOAA would have to rely in its response on the documents that claimant provided and the few additional documents its current staff could locate. Nevertheless, NOAA was able to locate two travel authorizations from the period: (1) an unsigned authorization for claimant's TDY assignment to LPW from October 1, 2014, through September 30, 2015 and (2) an authorization signed by claimant for TDY from October 1, 2015, through April 30, 2016. Claimant has informed the Board that he was not at LPW for the full one-year and nine-month periods that the travel authorizations appear to suggest but that the travel authorizations "were written as 'open travel,' meaning exact dates were not known until the end of the fiscal year" and that "[t]he dates 'not' on site were submitted at the end of the year and a signature page from the voucher was sent in." Claimant's Reply (Oct. 26, 2023) at 1. However they were applied in practice, both of the available travel authorizations, as well as a travel authorization from 2010 that claimant provided, show an authorization for M&IE that was limited to \$5.50 per day, with no lodging per diem.

In his reply to NOAA's merits brief, claimant provided the Board with a declaration from a former NMFS employee who, until June 2011, worked at LPW as one of two year-round staff members. She avers that, although NOAA would provide seasonal visitors to LPW with food and a cook during TDY visits, longer-term staff such as herself had to purchase food and have it shipped to LPW at their own expense. Claimant acknowledged in his reply that NMFS could legitimately have reduced his M&IE per diem to \$5.50 a day

if it had actually provided food for him during his TDY, but he asserts that he has provided sufficient evidence to prove NOAA's representations to be false:

The only way that the agencies [sic] [\$]5.50 reduced rate would apply would be if meals were provided. As proof that this is not the case for the longer term occupants, I have submitted witness testimony and evidence stating that meals were not provided. This in addition to the actual grocery order and shipping costs previously submitted are proof that meals were not provided. As noted on my claim you'll note that any food provisions supplied for transient staff at this location were strictly stored and utilized at the transient quarters known as the Whitehouse. Long term travelers were prohibited from using any food provisions stored there and there were very little kept onsite for most of the year. [The witness providing a declaration] confirmed this in her response [sic].

Claimant's Reply at 1. Claimant also acknowledged in his reply that, if he is granted the full M&IE per diem that he requests, grocery handling charges would be encompassed within that per diem, meaning that he should not get a separate award for those costs.

Discussion

Timeliness

A. Costs for TDY Travel between August 2010 and April 2016

NOAA filed a motion asking that we dismiss this claim because its submission was untimely. The claim at issue here involves TDY travel costs that were incurred between August 2010 and December 2016. Claimant did not submit his claim to the Board until March 2023. Under 31 U.S.C. § 3702(b)(1), a travel claim "must be received by the official responsible . . . for settling the claim"—that is, the Board—"or by the agency that conducts the activity from which the claim arises within 6 years after the claim accrues" except in circumstances that do not apply here. The statute further provides that "[a] claim that is not received in the time required . . . shall be returned" to the claimant and that "no further communication is required." *Id.* § 3702(b)(3).

The claim at issue was plainly not submitted to the Board within six years after he incurred his travel costs and his alleged entitlement to M&IE reimbursement accrued. Nevertheless, section 3702(b)(1) does not necessarily require the claimant to submit his claim directly to the Board within that six-year limit. Instead, the statute provides the claimant a choice: he has six years to submit a claim *either* to the Board *or*, in the

alternative, to “the agency that conducts the activity from which the claim arises.”⁵ Here, claimant submitted his claim to NMFS in April 2016, seeking costs for TDY travel between August 2010 and April 2016. That claim was submitted to the agency within six years of the earliest date—August 2010—for which he is seeking costs. That is all that was necessary to satisfy the deadline set forth in section 3702(b)(1).

Claimant then waited almost another seven years—until March 2023—before bringing to the Board the claim that he had previously timely submitted to the agency. NOAA cites to a prior Board decision, *Barbara L. Massey-Nino*, CBCA 3071-RELO, 13 BCA ¶ 35,423, in which the Board commented that, “for a claim” previously submitted to an agency “to qualify for Board review” under Board Rule 401, “it must be received by the Board within six years of the claim being filed with the agency.” *Id.* at 173,772-73. Relying on that comment, NOAA argues that, because claimant did not file the claim at issue here with the Board until more than six years after he presented it to NMFS, it is untimely and must be dismissed. Having studied both section 3702(b)(1) and Board Rule 401, however, we believe that the Board’s comment in *Massey-Nino*, which ultimately was unnecessary to the decision in that case and constitutes dicta, was made in error.

Section 3702 does not identify any specific deadline by which, after an employee timely submits a travel claim to his agency, the employee must later bring his or her claim to the Board. To the contrary, the *only* deadline mentioned in the statute is the six-year deadline for submitting *either* to the Board *or* the agency. We see nothing in Board Rule 401 or elsewhere that purports to add any additional time limits not found in the statute. In such circumstances, we cannot find that claimant’s seven-year delay in submitting his claim to the Board runs afoul of the limitations period in section 3702(b)(1).

That the claimant is still able to bring his claim to the Board after such a delay may seem somewhat inconsistent with the time that claimant had for seeking judicial review of his 2010 through 2016 travel cost entitlement in federal court, which, as we understand it,

⁵ In fact, pursuant to Rule 401(c) of the Board’s rules (48 CFR 6104.401(c) (2022)), the Board requires that, before coming to the Board, a claimant first submit his or her claim to the agency in question and that the agency adjudicate that claim, and the Board typically dismisses matters involving claims not previously presented to an agency as premature. *See, e.g., Gregory Billings*, CBCA 6536-RELO, 19-1 BCA ¶ 37,481, at 182,062; *Paul E. Guelle*, CBCA 5072-RELO, 16-1 BCA ¶ 36,274, at 176,927-28; *Steve Resch*, GSBGA 14526-RELO, 1998 WL 133464 (Mar. 26, 1988). “[T]his requirement comes from the Board’s rules,” however, rather than from “the language of the statute itself, making the application of Rule 401 a matter of judicial discretion.” *Michael P. Strand*, CBCA 5776-TRAV, 18-1 BCA ¶ 36,993, at 180,161.

has long since passed. A claimant seeking travel or relocation costs is not required to seek relief from the Board but potentially may pursue his or her money claim in an appropriate federal court, *see, e.g., Roberta B. v. United States*, 61 Fed. Cl. 631, 635-36 (2004), *aff'd*, 232 F. App'x 990 (Fed. Cir. 2007), which, for a claim like claimant's in excess of \$10,000, would be the Court of Federal Claims. *See* 28 U.S.C. §§ 1346(a)(2), 1491(a)(1). For purposes of asserting such a money claim in the Court of Federal Claims, however, a claimant must file suit within "six years after such claim first accrue[d]." 28 U.S.C. § 2501. Here, any claim would most likely be viewed as having accrued when claimant incurred the travel costs at issue, *see Villarta v. United States*, 125 F. Supp. 253, 254 (Ct. Cl. 1954); *Amundson v. United States*, 120 F. Supp. 201, 202 (Ct. Cl. 1954); *Roberta B.*, 61 Fed. Cl. at 634-35, and, in any event, no later than September 11, 2017, when NOAA issued its final grievance decision denying claimant's request for costs. More than six years have passed since any of those dates, making it appear that claimant is too late to seek judicial review of his travel claim.⁶ Nevertheless, the fact that the statute of limitations for review by a federal court may have passed does not affect our obligation, under the authority granted to us pursuant to section 3702, to conduct an administrative review of the claim presented here and, in this particular case, essentially to serve as a forum of last resort.

NOAA notes that, given the age of this claim, it no longer has access to any witnesses with direct knowledge of the events in question and has only a very limited documentary record on which to base its analysis due to its routine records retention and destruction policies. Claimant's lengthy delay in pursuing relief before the Board is rather inexplicable, and we certainly do not encourage that type of delay. Nevertheless, "[n]othing in statute or regulation supports [a] contention that a claim becomes untimely because of the departure or transfer of agency personnel with knowledge of the claim," *Kristina M.*, CBCA 7490, 22-1 BCA ¶ 38,216, at 185,610, or the loss of records. In the circumstances here, claimant's delay in seeking Board review does not preclude our authority to review those costs that were addressed in his claim.

B. Costs for TDY Travel between April and December 2016

Claimant submitted his claim to the agency on April 15, 2016. That claim did not encompass costs for TDY travel that had not yet occurred. We do not see in the record any

⁶ Referral of a travel or relocation claim to the Board does not toll or restart the running of the statute of limitations for bringing that claim to federal court. *Globe Indemnity Co. v. United States*, 291 U.S. 476, 483-84 (1934); *see Friedman v. United States*, 310 F.2d 381, 388 (Ct. Cl. 1962) ("Where . . . an administrative remedy is permissive (i.e., suit may be brought without exhausting the remedy), the court has usually held that the running of limitations is not deferred or tolled by such optional administrative consideration.").

claim to the agency after April 2016 that seeks costs for travel during the remainder of 2016. The first “claim” involving those post-April 2016 costs appears to be the one submitted to the Board in March 2023, which is more than six years after the TDY travel occurred and after any claim for costs accrued. Accordingly, any claim for travel costs that were incurred between April and December 2016 or that were otherwise not a part of claimant’s April 2016 claim is time-barred under section 3701(b)(1).

Reduced Per Diem

The travel authorizations that NOAA approved for claimant’s TDY at LPW all limited claimant’s M&IE to a daily rate of \$5.50. Although the only travel authorizations in the record are those covering travel from September through October 2010 and from October 2014 through April 2016, claimant does not dispute that each of his travel authorizations from 2010 through 2016 provided for a daily M&IE of only \$5.50, meaning that NOAA never authorized any M&IE above that amount.

The Federal Travel Regulation (FTR) in effect at the time of claimant’s TDY⁷ permitted an agency to reduce per diem below the prescribed maximum as follows:

§ 301-11.200 Under what circumstances may my agency prescribe a reduced per diem rate lower than the prescribed maximum?

Under the following circumstances:

- (a) When your agency can determine in advance that lodging and/or meal costs will be lower than the per diem rate; and
- (b) The lowest authorized per diem rate must be stated in your travel authorization in advance of your travel.

41 CFR 301-11.200 (2010) (FTR 301-11.200). FTR 301-11.18(a) provided that an “M&IE allowance *must* be adjusted for meals furnished to [the employee] by the Government . . . by deducting the appropriate amount” *Id.* (emphasis added).

NMFS’s decision to authorize a reduced M&IE for TDY travel to LPW was based upon its policy of providing food to travelers at the LPW site. Claimant’s request for full

⁷ Although we cite here to the FTR provisions in the 2010 Code of Federal Regulations, the same regulatory language was in effect throughout the six-year time period at issue in this case.

M&IE is based upon his challenge to the agency's factual position. He has presented evidence, including a declaration from a fact witness, that he asserts shows that the agency did not, in fact, provide him with food during his six years of travel to LPW and that he was required to pay for his own meals during his TDY travel at his own expense. For the Board to provide relief to claimant, the Board would have to adjudicate that material factual dispute between the parties and find facts in favor of claimant.

When resolving a travel or relocation claim, we cannot undertake the type of adversarial proceeding that would be necessary to resolve claimant's factual challenge. As explained in Board Rule 406, the Board decides travel and relocation claims on the basis of the written record presented to it by the Government agency involved and the evidence submitted by the claimant. As the Comptroller General, one of our predecessors in deciding travel and relocation matters, recognized, that type of review does not permit adversarial hearings or the resolution of disputed material facts that would be necessary to grant relief to a claimant. If there are irreconcilable disputes of material fact between a claimant and the government agency that cannot be resolved on a paper record, we must defer to the agency:

In deciding claims this Office does not conduct adversary hearings. Rather, we operate on the basis of the written record presented to us by the parties. Where the record before this Office contains a dispute of fact which cannot be resolved without an adversary proceeding, it is our longstanding practice to resolve such disputes in favor of the Government.

Joseph J. Kisiolek—Taxi Fares, B-190070, 1977 WL 11736, at *2 (Dec. 16, 1977) (quoting *Position Classification - Delay in Effective Date*, B-186760, 1977 WL 12536, at *2 (June 3, 1977)); see *Staff Sergeant Eugene K. Krampotich USAF (Retired)*, B-249027, 1992 WL 338408, at *1 (Nov. 5, 1992) (“Since the burden is on the claimant to prove the liability of the government, irreconcilable disputes of fact between the agency and the claimant are settled in favor of the agency.”); *Claim for Reimbursement of Travel Expenses Where Travel Authorization is Contested*, B-171969, 1974 WL 7627, at *2 (Aug. 8, 1974) (“When disputed questions of fact arise between a claimant and the Government agency representative, it has long been the practice of our Office to accept the statements of facts furnished by the agency in the absence of a preponderance of evidence to the contrary.”); *Oscar E. Davis, Jr.*, B-173558, et al., 1971 WL 5289, at *2 (Aug. 16, 1971) (“Where there is a dispute as to factual matters, as in this case, [the General Accounting Office (GAO) (now the Government Accountability Office)] is not equipped to resolve that dispute. GAO must base its determination on the facts as reported by the administrative agency.”).

In this case, claimant's assertions that NMFS did not provide food during his TDY tours directly contradict the agency's position and documentation. To resolve this matter in claimant's favor, we would have to resolve disputed material facts, which, based on the

conflicting evidence already submitted in this matter, we could only do through an adversarial hearing at which the trier of fact could evaluate the demeanor and credibility of witnesses and decide whose version of the facts is true. We lack authority to undertake such an effort in addressing travel and relocation claims. Because claimant's recovery of full M&IE from 2010 through 2016 is wholly dependent on the Board's resolution of a material factual dispute in claimant's favor, we cannot grant him relief. We must defer to the agency's well-documented position that it made food available to claimant during his TDY tours and, having done so, cannot find claimant entitled to full M&IE for any of those tours.⁸

We note that, when an agency authorizes a reduced M&IE to account for meals that it is providing, FTR 301-11.18 requires that "[t]he total amount of deductions made will not cause [the employee] to receive less than the amount allowed for incidental expenses." Claimant has provided no information about what the minimum mandatory amount for incidental expenses was under relevant regulations or whether a daily \$5.50 per diem was sufficient to satisfy that. Claimant has, in fact, conceded in his reply brief that, if NMFS had provided him access to food during his TDY tours, the agency's \$5.50 per diem would be justified. "Claimant bears the burden to establish through persuasive evidence that the Government is liable for costs claimed and that he is entitled to payment of the expense in question." *Landon A. Sario*, CBCA 6609-RELO, 20-1 BCA ¶ 37,665, at 182,871. Claimant's failure to raise any clear challenge to the amount provided as a mandatory minimum for incidental expenses, outside the context of his factual dispute relating to whether the agency provided him with food, waives any complaint about the specific amount of incidental expenses here.

Grocery Handling Costs

Claimant provides a list of grocery handling costs that he allegedly incurred between September 2, 2010, and August 18, 2015, and asks that, if the Board does not grant him an increased M&IE, it require NMFS to reimburse those costs. NOAA argues that, to the extent that they fall outside of M&IE, they might be viewed as a "miscellaneous expense" under FTR 301-12.1. Such expenses, however, are reimbursable only if they "have been authorized or approved by [the TDY employee's] agency." *Id.* Claimant identifies no travel authorization granting him entitlement to reimbursement of grocery handling or shipping charges. Further, claimant's submissions make clear that his family traveled to and stayed

⁸ Claimant also asserts that the agency has recently changed its policy and now provides a full M&IE per diem for TDY travel to LPW "due to the high cost and challenges" of travel in remote areas of Alaska. Reply Brief at 2. Even if that is true, it does not change the fact that, for the TDY travel at issue here, NMFS did not authorize full M&IE, and it provides claimant no basis for obtaining full M&IE now.

with him at LPW for at least some periods of time, and claimant cannot obtain reimbursement of costs from the Government to support his family's subsistence expenses while he was on TDY.

Claimant argues that similar expenses were reimbursed to others at the site but in illegal ways. Any allegation that other employees were reimbursed for the same travel costs that he has been denied "do not alter claimant's relief, which is limited by the regulations." *Émile Pitre III*, CBCA 5762-TRAV, 17-1 BCA ¶ 36,857, at 179,591 (quoting *Paul S. Hackett*, CBCA 2619-TRAV, 12-1 BCA ¶ 35,009, at 172,044).

Claimant's Additional Complaints

"In resolving this case, we are constrained by the statutory direction to do nothing more than 'settle claims involving expenses incurred by Federal civilian employees for official travel and transportation.'" *Ann R. Facchini*, CBCA 2861-TRAV, 12-2 BCA ¶ 35,161, at 172,544 n.1 (quoting 31 U.S.C. § 3702(a)(3)). Accordingly, to the extent that claimant raises allegations of fraud, unequal treatment, illegal payments to other TDY employees, retaliation, or a lack of due process, we lack authority to address them here. Further, based upon our resolution of claimant's monetary requests, claimant's assertion of entitlement to interest is moot.

Decision

The claim is denied.

Harold D. Lester, Jr.
HAROLD D. LESTER, JR.
Board Judge