UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

February 3, 2016

CBCA 5020-TRAV

In the Matter of RENEE COBB

Renee Cobb, Silver Spring, MD, Claimant.

Nanette L. Oppenheimer, Associate Counsel, Naval Sea Systems Command, Department of the Navy, Washington, DC, appearing for Department of the Navy.

LESTER, Board Judge.

Claimant, Renee Cobb, is a senior system engineer within the Submarine Systems Engineering Division of the Naval Sea Systems Command (NAVSEA) in Washington, D.C. She was scheduled to return from official travel to Hawaii on March 19, 2015, but she did not return until March 23, 2015, because, after her branch head authorized her to stay in Hawaii for an extra day (to March 20), the travel agency that assists NAVSEA was unable to get her a return flight at the government fare until March 23. The agency has denied her request for per diem and expenses incurred beyond March 19, 2015, asserting that the travel extension authorization to March 20 is invalid and that, in any event, there is no justification for a delayed return of March 23. For the reasons set forth below, we grant Ms. Cobb's claim in part.

Statement of Facts

On March 9, 2015, Ms. Cobb was authorized by her branch head and a second official to travel to the Pearl Harbor Naval Shipyard in Hawaii to complete a ship check validation, perform a simulator test, and conduct other work. The original authorization provided for her to travel from Washington, D.C., to Honolulu on March 11 and to return to Washington

on March 18, 2015. Subsequently, because of the addition of pier side troubleshooting work to the trip, her travel authorization was amended to reflect a return date of March 19, 2015. NAVSEA does not contest that Ms. Cobb's travel was authorized through March 19.

Ms. Cobb traveled as scheduled from Washington, D.C., at 7:00 a.m. on March 11, 2015, and, upon arrival in Honolulu, began working at the Pearl Harbor shipyard on her approved mission objectives. Ms. Cobb subsequently contacted her direct supervisor to request permission to depart Hawaii on Friday, March 20, rather than Thursday, March 19, so that she could have an extra day to complete the pier side troubleshooting. The supervisor communicated that request to the branch head on or about March 16. At the supervisor's suggestion (after he had received no initial response to his communication), Ms. Cobb called the branch head on March 18, 2015, at 4:25 p.m. Hawaii-Aleutian Standard Time (HAST), or 9:25 p.m. Eastern Standard Time (EST), to seek his concurrence. During her March 18 telephonic discussion with the branch head, Ms. Cobb apparently mentioned that her return flight the next day was scheduled to depart at 7:00 a.m. HAST, and the branch head granted her permission to return on Friday, March 20, but asked her to try to finish all of the necessary work so that she could leave Hawaii on Friday.

The next morning, when she began efforts to change her flight to Friday, March 20, Ms. Cobb realized that she had been wrong about the departure time of her scheduled March 19 flight: instead of a 7:00 a.m. HAST departure time, her March 19 flight was not scheduled to leave until 3:50 p.m. HAST. Nevertheless, she did not contact her supervisor or her branch head to tell them about the error in the information that she had provided, but instead contacted the airline on which she was booked to change her flight to Friday, March 20. She asserts that the airline representative canceled her March 19 flight, but told her that the 3:50 p.m. flight on March 20 was booked and that her only option for a flight departing on March 20 was to purchase another one-way ticket for approximately $1000. Ms. Cobb then contacted the agency's travel agent, SATO Travel (SATO), but was told that the airline had locked the ticket and that SATO could not rebook the flight until the airline had released it. According to Ms. Cobb, SATO also informed her that there were no available seats at the government rate on flights returning to the Washington, D.C., area until Monday, March 23. Ms. Cobb contacted her supervisor about the situation, and he informed her that he lacked authority to approve the purchase of a $1000 one-way ticket on the spot with a non-contract carrier. At some point in time, apparently that day, Ms. Cobb reserved a return flight through SATO on March 23.

On March 20, 2015, Ms. Cobb returned to the airport in Honolulu to attempt to confirm her return flight. She was told by the airline representative that the March 20 return flight was sold out and that the next available flight was Monday, March 23. She asserts that SATO subsequently booked a seat on the March 23 return flight that it had previously

reserved for her after confirming that the March 20 contract carrier flight was unavailable. The record also contains a statement from Ms. Cobb indicating that, after she went to the airport, she went back to the Pearl Harbor shipyard to attempt to conduct work.

There is nothing in the record indicating that Ms. Cobb took any action after making the reservation for a March 23 departure to inquire about possible changes in weekend return flight availability.

On March 23, 2015, Ms. Cobb's return flight from Honolulu was canceled because of inclement weather, but a ticketing agent at the airport was able to rebook Ms. Cobb on a later same-cost flight that night. Ms. Cobb departed Honolulu that evening and arrived in Washington, D.C., on the afternoon of Tuesday, March 24.

After her return to the office, Ms. Cobb promptly prepared and submitted her travel voucher for the trip, seeking payment of $5449.02 (which exceeded the agency's original travel cost estimate of $5200) for incurred travel expenses and per diem from March 11 through 24, 2015. At her supervisor's request, Ms. Cobb spoke about the delays and cost overrun with the second official who initially authorized her travel, who, according to the supervisor, indicated that the delay was understandable and the cost overrun beyond the initial Government estimate insignificant.

Nevertheless, questions were quickly raised about Ms. Cobb's travel reimbursement request. Her branch head eventually requested that she modify her travel voucher to reflect only those charges that NAVSEA had identified in an accompanying spreadsheet. Ms. Cobb declined to change her voucher. Subsequently, on June 24, 2015, NAVSEA authorized reimbursement of only $4587.50 of the requested $5449.02.[1] Ms. Cobb asked for an explanation of why changes were made, but she asserts that she was never provided any such explanation. Nevertheless, a document in the record titled "DTS Travel Charges – Renee Cobb" indicates that NAVSEA declined to pay any expenses that Ms. Cobb would not have incurred had she left Hawaii on March 19.

[1] The approval included reimbursement for a $185.34 "no show" fee that Ms. Cobb was charged by a hotel in Honolulu on March 12, 2015. Although the papers that the parties submitted to the Board discuss the "no show" fee, which involves a reservation that Ms. Cobb says she did not make or authorize, both the agency and Ms. Cobb have clarified (at the Board's request) that the "no show" fee is not an issue before the Board.

On October 9, 2015, Ms. Cobb submitted a claim to the Board for review. Accompanying her claim was a memorandum from her supervisor indicating his belief that Ms. Cobb's travel voucher is correct and should be paid in full.

In response, on December 9, 2015, the agency provided the Board with information showing that, before NAVSEA authorized payment of $4587.50, NAVSEA had conducted an extensive investigation into Ms. Cobb's travel and her reimbursement request. It provided the Board with affidavits from two individuals. In the first affidavit, the former director of Submarine Engineering declares that it was his decision to limit Ms. Cobb's reimbursement to $4587.50. He describes what he believes Ms. Cobb told her branch head on March 18, about the timing of her March 19 flight (without explaining the basis of his knowledge); states (again without identifying the basis for his knowledge) that, contrary to Ms. Cobb's representation that she was working on March 20, Ms. Cobb actually finished her work at the Pearl Harbor shipyard by 12 noon on March 19; and indicates that, because she should have been able to depart Hawaii on the 3:50 p.m. flight on March 19, he denied her any travel reimbursement for costs that she would not have incurred had she taken the March 19 flight. In the second affidavit, a supervisory management analyst in the NAVSEA Command Travel Office identifies with specificity which of Ms. Cobb's expenses the agency actually reimbursed; questions whether the airline could have represented that Ms. Cobb would have to pay a higher fare to return on March 20, given that she was authorized a Y-class (YCA) fare, which "has a last seat availability on the aircraft to the traveler"; and interprets information contained in travel records that NAVSEA obtained from SATO, the agency's travel agent, as meaning that Ms. Cobb had requested a flight for Monday, March 23, and did not ask SATO to try to find a flight on March 21 or 22. Neither affiant spoke with Ms. Cobb while she was on travel or were parties to her conversations with her supervisor or her branch head. The agency provided no affidavit or statement from the branch head who authorized her to stay in Hawaii until March 20.

The agency asks that we find that the travel authorization extension from March 19 to March 20, 2015, was invalid because her branch head authorized it based upon a misrepresentation by Ms. Cobb. It further requests that we uphold its denial of per diem and expense reimbursement for any costs that Ms. Cobb would not have incurred had she departed Hawaii on March 19.

Discussion

I. Burden of Proof

"As a claimant demanding payment from the Government, [the claimant] has the burden of proving that [she] is entitled to reimbursement." *Gary Twedt*, GSBCA

16905-RELO, 06-2 BCA ¶ 33,433, at 165,744; *see Amy Andress*, CBCA 757-TRAV, 07-2 BCA ¶ 33,636, at 166,585 ("Claimant has the burden of proof and must establish all elements of her claim."). "Nevertheless, if the claimant establishes a *prima facie* case of entitlement to reimbursement . . . , the burden of production shifts to the Government to explain, and potentially to support with appropriate evidence, the reasons that the claimant's *prima facie* case does not support" reimbursement. *Benjamin A. Knott*, CBCA 4579-RELO, 15-1 BCA ¶ 36,019, at 175,921 (citing *Thompson v. Haynes*, 305 F.3d 1369, 1376 (Fed. Cir. 2002)).

II. Ms. Cobb's Authorization to Stay in Hawaii Until March 20

The agency acknowledges that Ms. Cobb's branch head authorized her to stay in Hawaii for an extra day (from March 19 to March 20). Nevertheless, it argues that the authorization is invalid because the branch head's "approval was based on erroneous information [that Ms. Cobb] provided" during the March 18 telephone call – "namely, that her flight [on March 19] was at 0700." Agency Response at 2. It asserts that, because her March 19 return flight was actually at 3:50 p.m. rather than at 7:00 a.m., there was no reason for her to extend her travel until March 20 because she should have been able to complete the pier side troubleshooting in time to make her 3:50 p.m. flight.

In obtaining the approval of her authorized travel official before she stayed an extra day on temporary duty (TDY), Ms. Cobb was complying with the requirements of the Federal Travel Regulation (FTR), which generally requires a traveler to obtain advance written or electronic authorization before incurring travel costs unless it would be impractical to do so:

> **§ 301-2.1 Must I have authorization to travel?**
>
> Yes, generally you must have written or electronic authorization prior to incurring any travel expense. If it is not practicable or possible to obtain such authorization prior to travel, your agency may approve a specific authorization for reimbursement of travel expenses after travel is completed.

41 CFR 301-2.1 (2014); *see Roger J. Marchand*, 63 Comp. Gen. 58, 59-60 (1983) ("It is well established that written travel orders should be issued prior to incurring travel expenses except when prior issuance is impracticable or when it is unnecessary because of the limited nature of the travel to be performed."). Although advance authorization generally must be written, "[a]n urgent/unusual situation may require that official travel begin/be performed before a written order can be issued," in which case "an oral order, conveyed by any medium, may be given." Joint Travel Regulations (JTR) 2210-B.1. Here, the agency has not challenged the branch head's authority orally to approve Ms. Cobb's travel extension while she was on travel in the circumstances here.

Once travel is authorized, the traveling employee's right to reimbursement of travel costs vests as the travel is performed, and valid travel orders cannot be revoked or modified retroactively, after the travel is completed, to decrease rights that have already become fixed:

> The rule regarding retroactive modification or amendment of travel orders is that under orders entitling an officer or employee to travel allowances, a legal right to such allowances vests in the traveler at and when the travel is performed. It may not be divested or modified retroactively so as to increase or decrease the right which has accrued. In other words, such a right becomes fixed under the applicable statutes, regulations, and orders for travel already performed.

Dr. Sigmund Fritz, 55 Comp. Gen. 1241, 1242 (1976); *see Sheri L. Ellis-Smith*, CBCA 4022-RELO, 15-1 BCA ¶ 36,057, at 176,078 ("It is a longstanding principle that competent travel orders generally may not be modified to expand or reduce an employee's reimbursable expenses once travel as been performed."); *Betty D. Gardner*, B-214482 (Sept. 7, 1984) (travel "orders may not be revoked or modified retroactively so as to increase or decrease the rights which have become fixed under the travel entitlement statutes and regulations").

The only previously recognized exceptions to this rule are if the orders were "erroneous on their face; in conflict with a law, regulation, or agency instruction; or contrary to the agency's definite intention when the orders were issued." *Mustak Y. Keval*, CBCA 3349-RELO, 14-1 BCA ¶ 35,490, at 173,991; *see Jeffrey E. Koontz*, CBCA 3251-TRAV, 13 BCA ¶ 35,318, at 173,372 ("Travel orders may be amended or revoked to correct an error on the face of the orders or if the orders clearly are in conflict with a law, regulation, or agency instruction."); *Gardner*, B-214482 ("An exception may be made only when an error is apparent on the face of the orders and all facts and circumstances clearly demonstrate that some particular provision previously determined and definitely intended has been omitted through error or inadvertence in preparing the orders.").

Here, none of these exceptions to the general rule apply. Ms. Cobb's authorization to extend her travel until March 20 was not erroneous on its face, was not in conflict with any law or regulation, and was not contrary to her branch head's intent when he authorized the extension.

The agency seems to be asking us to create a new exception, such that a traveler's misrepresentations in obtaining a travel authorization would permit an agency later, after travel is complete, to disclaim it. To the extent that the agency believes that an unintentional factual error in support of a travel request should provide a basis for voiding a travel authorization after travel is complete, we decline the agency's suggestion. We see no basis

for penalizing federal employees in such a manner if they (or others) make errors in a good faith effort to perform their official duties upon the Government's behalf. To the extent that the agency believes an employee's *intentional* misrepresentation, bordering on fraudulent, should provide a basis for voiding a travel authorization, we need not decide that issue because we cannot find, based upon the existing record, that Ms. Cobb made any intentional misrepresentations. Ms. Cobb has asserted that she made an honest mistake when she told her branch head that her March 19 return flight was set for 7:00 a.m. HAST, and the agency has presented nothing but conjecture to dispute that assertion. Further, the agency has presented nothing to show that Ms. Cobb's statement about having a 7:00 a.m. flight was material to the branch head's decision to authorize her to return on March 20. The branch head is in the best position to tell us whether he would have made a different decision about authorizing travel until March 20 if Ms. Cobb had told him her March 19 flight was scheduled for 3:50 p.m., but the agency presented nothing from him. Further, the statement from Ms. Cobb's direct supervisor suggests that the timing of Ms. Cobb's March 19 flight was, in fact, not material to the decision to extend authorization to March 20. Having failed to show that Ms. Cobb's misstatement was both material to the branch head's authorization decision and intentionally deceptive, there is no reason for us to consider whether the authorization could be voided based upon conduct amounting to fraud. *See Bar Ray Products, Inc. v. United States*, 340 F.2d 343, 351 n.14 (Ct. Cl. 1964) (to establish fraud, it is necessary to show that a misrepresentation of fact was both material and made with an intent to deceive).

The agency argues that, even if Ms. Cobb's authorization to stay in Hawaii until March 20 is not invalid, her work was finished early enough on March 19 – it asserts that she finished her work by noon that day – that she easily could have made her 3:50 p.m. flight and that it was unreasonable for her to stay until March 20. There is a "fundamental, overarching principle that a federal civilian employee traveling on official business 'must exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business.'" *Jack L. Hovick*, CBCA 655-TRAV, 07-2 BCA ¶ 33,616, at 166,483 (quoting 41 CFR 301-2.3 (2006)). If, for example, an employee authorized to travel for official business for ten days unexpectedly finishes all of his work in two, he cannot simply elect to stay at his travel destination for the full ten days at the Government's expense. Once the traveler learns that he is no longer needed on TDY, he must make prudent efforts to return to his duty station. Here, though, the record does not support the agency's position that Ms. Cobb could and should have returned on the 3:50 p.m. flight on March 19. Although the agency asserts that Ms. Cobb finished work at noon on March 19, the only support in the record for that representation are two conclusory hearsay statements – one from the affiant who ultimately disapproved her travel voucher, and one in a block quote contained in an email message without attribution to any particular author – that fail to identify the basis underlying the representation. Those statements conflict with other evidence in the record indicating that

Ms. Cobb continued to work, or attempt to work, at the Pearl Harbor site on Friday, March 20, a day after the agency now says that she had finished. Although we can rely on hearsay evidence if it possesses "sufficient independent indicia of reliability" to justify it, *see Peter Kiewit Sons' Co.*, IBCA 3535-95, et al., 00-2 BCA ¶ 31,044, at 153,306, the unsupported conclusory statements from the agency here do not meet that standard.[2] Based upon the current record, we cannot find that Ms. Cobb's failure to attempt to make the 3:50 p.m. flight on March 19 was unreasonable or imprudent.

Ms. Cobb is entitled to reimbursement for per diem and expenses for staying in Honolulu on official business through March 20, 2015.

III. Ms. Cobb's Travel Extension Through March 23

Ms. Cobb claims that, when she attempted to rebook a new return flight for March 20, 2015, she was informed both by an airline representative and by SATO that there were no available flights at the government fare. She contacted her direct supervisor, who told her that he could not authorize her to incur a higher-cost return airfare, and she asserts that the agency's travel agent told her that it could not find another flight at the same-cost airfare until Monday, March 23, which it booked for her. She says that she was told that, because her travel coincided with spring break at many colleges, it was extremely difficult to get a flight out of Hawaii during that weekend. She now seeks per diem for the extra days that she stayed in Hawaii, through March 23.

The agency initially asserts that Ms. Cobb should have returned from Hawaii on March 20, regardless of the return flight price, because "Ms. Cobb was not required to rebook a flight at the same price" as her original flight (apparently suggesting that Ms. Cobb could have booked a return flight at any price that she could find). Agency Response at 3. There is no viable support in the record for the agency's assertion. The agency indicates that Ms. Cobb's travel authorization permitted her to travel on a YCA fare, which, at that time, was $600 for a one-way ticket from Honolulu to Ms. Cobb's destination, Reagan National Airport in Washington, D.C. *See* www.gsa.gov/citypairs. Unless she obtained prior approval, she could not take a non-contract fare without risking that the agency would

[2] Further, even if the agency had presented actual evidence that Ms. Cobb finished on-site work at noon on March 19, it is unclear from the record here whether she realistically could have made her 3:50 p.m. flight (which she had already released after having been authorized to work on-site through March 20), given the activities that would have been necessary (including a return to her hotel to pack and to check out, rebooking the 3:50 p.m. flight, getting to the airport, and returning the rental car) to allow her to make that flight.

subsequently deny reimbursement. *See* 41 CFR 301-10.109 (2014) ("Any additional costs or penalties incurred by [the traveler] resulting from unauthorized use of non-contract service are borne by [the traveler]."). Ms. Cobb talked to her supervisor on the telephone about whether she could take a higher-fare March 20 return flight, only to be told by the supervisor that he could not authorize that. Accordingly, the agency has no basis for suggesting that Ms. Cobb should have purchased a higher-fare ticket and returned on March 20.

NAVSEA also asserts that, to the extent that the airline representative told Ms. Cobb that she would have to pay $1000 to get a flight home on March 20, the representative was wrong because a YCA fare with a contract carrier entitles the Government to a specific price for any coach seat that becomes available. Considering the situation in hindsight, the agency believes that Ms. Cobb should have known that the airline representative was wrong and should have proceeded accordingly. Instead, Ms. Cobb called her supervisor to ask whether she could take a return flight costing up to $1000 more than the YCA fare and was told that he could not authorize that. The record here does not indicate whether the airline representative was misstating what the cost should have been for Ms. Cobb to return on a contract carrier or if he was suggesting that she could travel on a non-contract carrier at a greater cost. Either way, we cannot expect perfect knowledge from travelers on the road, who often have to figure out how to deal with unexpected travel situations without the ability to obtain thorough guidance from their permanent duty station. In *Jeffrey M. Downing*, CBCA 5032-RELO (Jan. 11, 2016), we recently discussed the standard of care that travelers must exercise in such situations:

> Claimant faced a version of every federal traveler's nightmare: A planned flight canceled, with no other flights available, and the traveler needs to be at his or her destination before the next available flight. Some action is required, but the agency is rarely willing or able to give precise directions and change the travel authorization to reflect the conditions presented. Often, federal travelers are required use their own judgment and incur costs in these situations, e.g., rent a hotel room and wait for the next available flight or lease an automobile and drive to the destination. The traveler picks a solution and hopes he or she will be reimbursed. In selecting an option the traveler must use the same standard of care when he or she incurs expenses on behalf of the Government as would a prudent person traveling for personal business. When a traveler acts reasonably, as a prudent traveler, an agency will typically retroactively amend the travel orders and reimburse the employee for the costs associated with the circumstances.

Id., slip op. at 5-6. Here, to the extent that Ms. Cobb was given bad information by an airline representative, we cannot fault her for trying to deal with it as best she could in the

circumstances she was facing. The fact remains that neither the airline representative nor the agency's travel agent was able to book her on a March 20 return flight at the YCA fare.

NAVSEA further asserts that, even if Ms. Cobb reasonably was unable to find an appropriate flight on March 20, it is impossible to believe that she could not have found a single seat on any flight at the YCA fare at any time before March 23. It believes that her extended stay was for personal pleasure, the costs of which she must cover. It is well-settled that "an employee who delays his travel several nights for personal convenience is not entitled to per diem for those nights since the employee's absence from his [permanent duty station] on those nights was not in furtherance of Government business." *John L. Corrigan*, GSBCA 16170-TRAV, 04-1 BCA ¶ 32,461, at 160,576 (2003). Accordingly, "an employee who delays travel from Friday to Monday in order to increase per diem will be limited to the amount otherwise payable if the return travel had been performed without interruption after completion of temporary duty on Friday." *Id.* (citing *George K Derby*, B-203915 (June 8, 1982)); *see David L. Butcher*, GSBCA 14920-TRAV, 99-2 BCA ¶ 30,539, at 150,806; *Mark Chapman*, GSBCA 13684-TRAV, 97-1 BCA ¶ 28,960, at 144,243.

Conversely, "per diem may be paid for periods of delay . . . where the cause of delay is clearly beyond the control of the employee and is not for his personal convenience and where the circumstances of the situation reveal that the employee acted in a prudent manner." *Hank Meshorer*, 68 Comp. Gen. 37, 39 (1988); *see John E. Lanigan*, B-195228, et al. (May 19, 1980) ("Our Office has allowed the payment of per diem for delays in travel caused by circumstances beyond the control of the employee ."). Although such compensable delays in return travel are often the result of inclement weather, *see, e.g.*, *Steve Stone*, 64 Comp. Gen. 310, 313 (1985); *C.L. Harris*, 41 Comp. Gen. 605, 606 (1962), the reason for the delay is immaterial if it is beyond the control of the traveler.

Because we have accepted Ms. Cobb's evidence that she was unable to obtain a return flight on March 20, the question here becomes whether Ms. Cobb was truly unable to obtain any other return flight from Hawaii at a YCA fare between that date and March 23. Relying upon SATO's records of Ms. Cobb's travel reservation history for this trip, the agency argues that Ms. Cobb did not ever ask SATO to look for a flight on March 21 or 22, but, when rescheduling her travel on March 20, directed SATO to find her a return flight on March 23. Although there is some suggestion in SATO's records to that effect, we find the information there too cryptic and incomplete to overcome Ms. Cobb's representations to the contrary. Without more, and considering the other evidence in the record, we accept Ms. Cobb's version of events as to what happened on March 19 and 20.

Our acceptance of Ms. Cobb's version of those events does not mean, however, that Ms. Cobb is automatically entitled to reimbursement of expenses and per diem for the

entirety of her extended stay in Hawaii. As previously discussed, "[i]n performing official travel a Government employee is required to proceed as expeditiously as he would if traveling on his personal business," even if that means "travel[ing] on nonworkdays or during nonduty hours." *Jess D. Todd*, B-190163 (Feb. 13, 1978); *see Hovick*, 07-2 BCA at 166,483. Although SATO may have told Ms. Cobb on March 20 that the next currently-available return flight was on March 23, there is nothing in the record to suggest that Ms. Cobb made any further attempt to inquire over the course of the weekend about whether any previously booked seats on return flights might have become available. Had Ms. Cobb contacted SATO on Saturday, March 21, and again on Sunday, March 22, only to learn that there still was nothing – that no one had changed their reservations and that no seats had become available – we would find that the delay in being able to depart Hawaii was beyond her control and would allow her reimbursement of her travel expenses and per diem for the entirety of her weekend stay. A prudent traveler, traveling on a YCA fare that would allow her to book a flight at a guaranteed rate whenever a coach seat on a contract carrier became available, would have made at least some effort during the weekend to confirm that no seats had become open. Because Ms. Cobb failed to take any action during her weekend in Hawaii to inquire about such last-minute changes in availability, she cannot meet her burden of proving that she could not have obtained a flight prior to March 23. Therefore, she cannot establish her entitlement to expense and per diem reimbursement for the entirety of the weekend.

In the circumstances here, we will, as a matter of rough justice, find Ms. Cobb entitled to reimbursement of travel expenses and per diem that she would have incurred had she departed Hawaii on the afternoon of Saturday, March 21, and arrived in Washington, D.C., on March 22, 2015. Although we cannot know when, or if, a seat on a contract carrier would have become available for travel on March 21, the reason for our lack of knowledge is Ms. Cobb's failure to make any timely follow-on inquiries between March 20 and 23. Given that Ms. Cobb bears the burden of proving all elements of her entitlement to reimbursement, *see Andress*, 07-2 BCA at 166,585, she must suffer the consequences of her failure to make occasional and prudently timed inquiries of SATO during her weekend in Hawaii.

IV. Ms. Cobb's Other Complaints

Ms. Cobb mentions several other matters in her submissions to the Board, including her suspicion that her civil rights were violated by the agency's actions in handling her travel claim, her belief that her workplace has become a hostile environment and that this process has affected her performance rating, her complaint that the agency's original failure to give her seventy-two hours' notice (rather than twenty-four) of her need to travel to the Pearl Harbor shipyard violated agency policy, and her concern that the agency's delays in deciding her claim delayed payment of her Government credit card, which potentially could affect or have affected her credit rating. Pursuant to 31 U.S.C. § 3702(a)(3) (2012) and a delegation

from the Administrator of General Services, we possess authority to resolve "claims involving expenses incurred by Federal civilian employees for official travel and transportation, and for relocation expenses incident to transfers of official duty station." 31 U.S.C. § 3702(a)(3) (2012). We have no authority to review or comment upon any of these additional concerns that Ms. Cobb has raised. *Gamtessa Addisu*, CBCA 4774-RELO, 15-1 BCA ¶ 36,131, at 176,358-59. "As a quasi-judicial tribunal, the Board does not perform independent investigations with regard to cases presented to it." *Id.* (quoting *Eric B. Fort*, GSBCA 16302-TRAV, 04-1 BCA ¶ 32,541, at 160,973 (2003)).

Similarly, we are aware of no statutory or regulatory authority that would allow us to order the agency to assign an attorney to assist Ms. Cobb, as she has requested.

Decision

For the foregoing reasons, we grant Ms. Cobb's claim in part. We remand this matter to the agency to calculate the amounts that Ms. Cobb is due, assuming that she should have begun her return travel from Hawaii on the afternoon of March 21, 2015.

HAROLD D. LESTER, JR.
Board Judge