



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

March 13, 2019

CBCA 6370-TRAV
CBCA 6371-RELO

In the Matter of JOHN M. MORGAN

John M. Morgan, Greenfield, IN, Claimant.

Chadwick C. Duran, Office of General Counsel, Department of Veterans Affairs, Indianapolis, IN, appearing for Department of Veterans Affairs.

CHADWICK, Board Judge.

John M. Morgan worked for the Veterans Canteen Service from June 2016 to February 2017. In approximately April 2017, Mr. Morgan sent a letter to the agency asking to be reimbursed for (1) expenses he said he incurred while on authorized travel for training in July and August 2016, (2) expenses of an authorized relocation from Indiana to Nevada in September 2016, and (3) the cost of supplies he said he purchased with his own money for the agency's benefit while he worked in Nevada. Mr. Morgan attached to his letter a travel expense voucher dated December 29, 2016, for \$1592.76, with handwritten entries, but he did not attach any travel or relocation receipts. There is no evidence that the agency had received the hand-filled voucher before Mr. Morgan attached it to his letter. In December 2018, Mr. Morgan filed a request that the Board "intervene in [the] matter as [the agency does] not wish to resolve this matter." The Board docketed the dispute about travel expenses as CBCA 6370-TRAV and the other two disputes as CBCA 6371-RELO.

The Board addresses "claim[s] for entitlement to travel or relocation expenses" only after they are "first . . . filed with the claimant's own department or agency" for adjudication. Board Rule 401(c) (48 CFR 6104.401(c) (2018)). Mr. Morgan did not submit through proper channels a formal travel or relocation expense voucher with attached receipts. *See* 41 CFR 301-52.4, -52.6. The agency has not had a chance to act on his travel claim or his relocation

claim. Therefore, under our Rule 401(c), we will not act on those claims at this time. *Donald L. Baker*, CBCA 3439-RELO, 14-1 BCA ¶ 35,728, at 174,894.

Mr. Morgan provided the agency receipts for his third claim, but we cannot act on that claim because it is not a travel or relocation claim but has to do with his entitlement to reimbursement from funds other than travel and relocation funds. *See* 31 U.S.C. § 3702(a)(3) (2012) (establishing the Board’s authority to decide claims for “official travel and transportation [expenses] and for relocation expenses”).

The record shows that the agency mailed Mr. Morgan a check to reimburse him for the full cost of the items he bought in Nevada, \$1702.36. It appears that Mr. Morgan declines to cash the check because he believes that doing so would release his other claims. He argues that not paying his travel and relocation claims “is unacceptable and a breach of contract.” In a lawsuit that Mr. Morgan filed, pro se, in the United States District Court for the Southern District of Indiana in February 2018, raising these same issues, the court stated that although Mr. Morgan’s “complaint form had the box checked for jurisdiction based on a state law claim between citizens of different states . . . , it appears that Morgan is asserting jurisdiction under 28 U.S.C. § 1346 and claiming a waiver of sovereign immunity pursuant to the Contract Disputes Act of 1978” (or CDA). *Morgan v. Veterans Canteen Services*, 2018 WL 5312876, *3 (S.D. Ind. Oct. 26, 2018). The court dismissed the complaint, concluding in part that “[t]here are no allegations that Morgan followed the[] procedures for pursuing a CDA claim, and in any event, such a claim is properly brought before the United States Court of Federal Claims . . . , rather than before a District Court.” *Id.*

This Board, under separate authority than we are exercising here, also hears appeals from decisions of contracting officers on claims arising under the Contract Disputes Act. *See* 41 U.S.C. §§ 7103–7106. However, for various reasons, including the absence of any allegation of a contract covered by the CDA and the absence of a decision by a contracting officer, we do not interpret Mr. Morgan’s filing here as a CDA appeal under our Rule 2(a).

Decision

We do not reach Mr. Morgan’s travel claim or relocation claim under Rule 401(c). We lack authority under 31 U.S.C. § 3702(a)(3) to address the other reimbursement claim.

Kyle Chadwick
KYLE CHADWICK
Board Judge