UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

September 10, 2025

CBCA 8294-DBT

In the Matter of T. JOHNSON

T. Johnson, Petitioner.

Kimberly I. Thayer, Office of General Counsel, National Tort Claims Center, General Services Administration, Kansas City, MO, appearing for General Services Administration.

**LESTER**, Board Judge.

On December 12, 2024, the General Services Administration (GSA) forwarded a request from the petitioner for a hearing to dispute an administrative wage garnishment notice initiated by the Department of the Treasury, Bureau of the Fiscal Service (Treasury). GSA contends that the petitioner was responsible for a collision that caused damage to a GSA vehicle, which was being driven by an on-duty employee of the Federal Bureau of Investigation (FBI); that the petitioner is liable for the resulting damage to the GSA vehicle; and that GSA should be able to collect the outstanding debt on the Government's behalf through wage garnishment pursuant to the Debt Collection Improvement Act of 1996, 31 U.S.C. §§ 3701–3733 (2018).

The petitioner, who denies responsibility for the accident, seeks review of the wage garnishment notice, through which the Government sought to recover $30,281.63 from the petitioner. GSA tells us that, despite the amount identified in the notice, GSA is here seeking only the original damage amount, which was $22,175, plus interest and fees totaling approximately $550, and will leave it to Treasury to collect the remaining monies, which, according to GSA, are statutory fees that Treasury added to GSA's original claim.

For the reasons set forth below, the Board finds that GSA has not met its burden of establishing the existence of a legally enforceable debt.

## Background

At 1:25 p.m. Central Time on October 18, 2023, a vehicle being driven by the petitioner was involved in an accident with a GSA vehicle, which was being driven by an on-duty FBI employee. The GSA vehicle was a 2021 Ford Explorer. GSA has presented evidence that, according to J.D. Power (a data analytics company that provides online car value estimates), the average price that individuals would have paid a dealer for a 2021 Ford Explorer in average condition at the time of the accident was $28,225, although the J.D. Power evidence further indicates that the trade-in value at that time for an Explorer with the mileage of GSA's vehicle was $24,950. Although GSA typically auctions its used vehicles to purchasers through its on-line auction site, rather than trading them, GSA has not identified the value that GSA would have expected to receive through an auction sale.

At the time of the accident, the FBI employee reported that he had been traveling north on Halls Ferry Road, just above Chambers Road, in St. Louis, Missouri, at a speed of 35 miles per hour (mph) (in a 45 mph zone). At that location, Halls Ferry Road has two northbound lanes, and the FBI employee reported that he was driving in the left-most lane. He asserted that the petitioner entered the right-most northbound lane from a parking lot and then, while driving north and nearing an upcoming left-turn lane, attempted to conduct a "U-turn" across the left-hand lane in which he was driving, placing her car directly in front of the GSA vehicle. The FBI employee reported that he was unable to stop in time to avoid hitting the petitioner's vehicle.

The petitioner provides a different explanation of the manner in which the accident occurred:

> I was in the right lane when I noticed the SUV that turned right at the light on Chambers, also putting them in the right lane. They sped up on me pretty fast so I then got over into the left lane. That person got over in the left lane as well so me being uncomfortable with how they're driving I proceeded to get over again which then put me in the middle turning lane. . . . As I try to get over the person behind me then tries to speed around me to the left side thus hitting my left driver tire. . . . The other driver has always been behind me never on the side of me until they tried to go around me which caused the accident. . . . He was driving reckless and impatient, it shows in the damage done to each car.

The parties obtained a police report from an officer who visited the scene of the accident. The police officer took the parties' contemporaneous statements about the accident and, in the report, checked a box indicating "Improper Lane Usage/Change" as a "Probable

Contributing Circumstance[]" to the accident. He did not, however, issue either the petitioner or the FBI employee a citation for improper driving, charge either with a traffic violation, or make any specific factual findings definitively assigning blame to one party or the other.

GSA had to have its vehicle towed from the accident site, incurring a towing charge of $475. GSA then obtained an estimate from an auto body shop of the cost that it would have to incur to repair the Ford Explorer, which was $20,056.85. The petitioner's car, a Chevrolet Sonic, also had to be towed from the accident site, a cost that the petitioner paid.

GSA did not repair its vehicle. Instead, on December 7, 2023, GSA sold the damaged Ford Explorer, "as is," through its on-line auction site. In the vehicle auction listing, GSA informed potential bidders that the damage estimate to the vehicle was $14,912. The vehicle was sold at auction for $7200.

In a debt collection notice dated March 13, 2024, GSA notified the petitioner that it had determined her liable for damages to the government vehicle totaling $22,175. GSA did not explain in the debt collection notice how it arrived at the $22,175 figure. GSA directed that the petitioner needed to send a check or money order in that amount to a GSA office in St. Louis; that, if she did pay within thirty days of the notice, interest would begin to accrue on the principal amount; and that, if she did not make payment within ninety days, a monthly penalty of 6% per annum would be added. GSA sent additional demand letters to the petitioner on May 10, June 4, and June 11, 2024.

On July 18, 2024, GSA referred the unpaid debt to Treasury for collection.

In a notice of intent to initiate administrative wage garnishment proceedings, dated October 22, 2024, Treasury informed the petitioner of its intent to collect $30,281.63 from her through an administrative wage garnishment order. The notice did not explain how the debt had increased to $30,281.63 or break down the alleged costs, although it appears that Treasury added unidentified collection fees to the $22,175 amount that GSA originally claimed.

On November 13, 2024, the petitioner elected to request a hearing by the Board regarding the validity of the debt, and GSA, at Treasury's direction, submitted this matter to the Board. As noted above, GSA has informed us that it is now seeking only to garnish wages sufficient to allow it to recover the original $22,175 damage claim amount, plus interest and a 6% penalty, and is not at this time seeking the additional Treasury fees.

## Discussion

### I. GSA's Debt Collection Rights and Obligations

By statute, an agency is entitled to collect through administrative wage garnishment a "claim" or "debt"—that is, "any amount of funds or property that has been determined by an appropriate official of the Federal Government to be owed to the United States by a person, organization, or entity other than another Federal agency," including "any fines or penalties assessed by an agency" and "other amounts of money or property owed to the Government." 31 U.S.C. § 3701(b)(1).

Based upon that statute, GSA has promulgated administrative wage garnishment regulations, which apply "to any GSA program that gives rise to a delinquent non-tax debt owed to the United States and that pursues recovery of such debt," 41 CFR 105-57.001(c)(1) (2024), and consider "the terms 'claim' and 'debt' [to be] synonymous and interchangeable." *Id.* 105-57.002(k). Like the statute, those regulations define a debtor claim broadly as any "amount of money, funds, or property that has been determined by GSA to be due the United States from any person, organization, or entity, except another Federal agency." *Id.* Nevertheless, the regulations place upon GSA "the burden of establishing the existence and/or amount of the debt." *Id.* 105-57.005(f)(1). "Only if GSA meets that burden must the debtor 'prove by a preponderance of the evidence that no debt exists or that the amount of the debt is incorrect.'" *Tawanda H.*, CBCA 7159-DBT, slip op. at 4 (Oct. 13, 2021) (quoting 41 CFR 105-57.005(f)(2)).

Under 40 U.S.C. §§ 601–611, GSA is the agency responsible for providing federal agencies with operating motor vehicle pools and transportation systems. "Every accident involving a GSA Interagency Fleet Management System (IFMS) vehicle shall be investigated and a report furnished to the manager of the GSA IFMS fleet management center which issued the vehicle." 41 CFR 101-39.403(a). "Whenever there is any indication that a party other than the operator of the GSA [IFMS] vehicle is at fault and that party can be reasonably identified, the agency responsible for investigating the accident shall submit all original documents and data pertaining to the accident and its investigation to the servicing GSA IFMS fleet management center." *Id.* 101-39.404. "The GSA IFMS regional fleet manager, or his/her representative, will [then] initiate the necessary action to effect recovery of the Government's claim." *Id.* We will presume, for purposes of this decision and without deciding the issue, that GSA has followed those prerequisites to collecting a debt from the petitioner.

II. GSA's Failure to Establish the Petitioner's Liability

"When GSA alleges as part of an AWG hearing that a debt exists, we expect the agency to identify the legal standard it is using to determine that fact." *Tracy W.*, GSBCA 16520-DBT, slip op. at 4 (Nov. 24, 2004). At a minimum, GSA "must show '(i) that a tort has occurred and (ii) that the alleged debtor is in fact liable for any resulting damages.'" *Derric J.*, CBCA 7134-DBT, slip op. at 5 (Aug. 17, 2021) (quoting *Tracy W.*, slip op. at 5).

In its briefing to the Board, GSA cites to section 304.015 of the Missouri Revised Statutes as the legal basis for finding that the petitioner is responsible for the accident. That statute provides that "[w]henever any roadway has been divided into three or more clearly marked lanes for traffic," as has the roadway at issue here (considering the northbound and adjoining southbound lanes together), "[a] vehicle shall be driven as nearly as practicable entirely within a single lane and shall not be moved from such lane until the driver has first ascertained that such movement can be made with safety." Mo. Rev. Stat. § 304.015(5)(1) (2016).[1] GSA has satisfied its obligation to identify the legal standard that it is using to find the petitioner responsible for this accident.

Nevertheless, GSA does not have any kind of binding court judgment or administrative board decision conclusively establishing the petitioner's liability for the damage to the 2021 Ford Explorer pursuant to that state statute. Technically, "it does not matter whether GSA reduced [the petitioner's] debt to a judgment because the Debt Collection Improvement Act does not require an agency to reduce a debt to judgment before utilizing the administrative wage garnishment procedure." *Lydia C.*, GSBCA 16526-DBT, slip op. at 6 (Nov. 24, 2004). Nevertheless, the absence of a binding judgment against the petitioner makes GSA's burden of proving liability more difficult where the petitioner contests GSA's factual allegations. Although "[t]here need not be a court judgment against the debtor for GSA to collect what it views as a debt, . . . without a court judgment, we cannot simply assume liability." *Tawanda H.*, slip op. at 4 (citing *Red River Farms v. United States*, No. CV-08-2078, 2009 WL 2983195, at *4 (D. Ariz. Sept. 17, 2009); 31 CFR 285.5(d)(3), (6)).

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[1] GSA also cites Mo. Rev. Stat. § 304.351(5), which addresses a driver's obligation to yield to oncoming traffic when entering or crossing a highway at an intersection, as a basis for the petitioner's responsibility for the accident here, but the facts as alleged do not relate to an accident that occurred as the petitioner was entering Halls Ferry Road. According to both parties, the accident occurred as the petitioner was driving northbound on Halls Ferry Road. We do not see how section 304.351 applies here.

Here, the evidence of the petitioner's responsibility for the accident at issue is disputed. The FBI agent who was driving the GSA vehicle provided one explanation of how the accident occurred, placing blame on the petitioner for suddenly attempting to change lanes and attempting a "U-turn" in front of his vehicle. The petitioner, however, provides a different explanation: she claims that the GSA vehicle was tailing her in the right lane of the road and that, as she was changing lanes to distance herself from it, its driver sped up and tried to get around her in a manner that was reckless and precluded her from realistically avoiding being hit. The petitioner's explanation is far from implausible, particularly given that (as seen in photographs that GSA included in the record) the placement and extent of the damage to the GSA vehicle—all at the right-side front corner of the GSA vehicle, involving significant damage to the body, the windshield, and the suspension frame—suggest that the government employee ran into the petitioner's vehicle at a relatively high speed.

It is difficult for the Board to assess responsibility in a situation like the one before us, involving disputed facts, where we must decide the matter on a cold paper record. We do not have the ability to convene a fact-finding hearing, which is the type of proceeding that would normally provide a reliable foundation for resolving disputed facts on conflicting testimony. GSA has no admissions from the petitioner, and we have no reliable basis on which to test the credibility of the competing witnesses. To find in GSA's favor, we would have to make a credibility finding that the FBI employee's representations were credible and the petitioner's were not. The evidence here is too spotty and inconclusive to allow for that kind of determination, and we cannot simply defer to the government employee's assertions where the petitioner has no real ability, beyond on-paper statements, to rebut them or establish her own credibility. In the circumstances here and based upon the record before us, "[w]e cannot find that GSA has met its burden of proving the petitioner liable based solely upon a paper record with what could be characterized, at best, as conflicting 'he said, she said' statements, particularly where the on-the-scene police officer could not [definitively] assign responsibility for the accident." *Tawanda H.*, slip op. at 5.

GSA indicates several times in its briefing, seemingly as a basis for imposing liability on the petitioner, that, at the time of the accident, the petitioner did not have insurance or a valid driver's license. Although the lack of insurance explains why GSA is seeking to recover on its claim directly from the petitioner, the absence of insurance and the fact that the petitioner's license had expired (or was invalid at the time of the accident for some other reason) does not mean that the petitioner caused the accident in question.

## III. Our Inability to Track the Dollar Amounts That GSA Is Seeking to Charge

In its original debt collection notice to the petitioner, dated March 13, 2024, GSA identified the principal amount of the debt, prior to addition of any interest, as $22,175. That

figure was represented in the March 13 notice to include the $475 tow charge that GSA had incurred to remove its vehicle from the site, meaning that GSA believed that the physical damage to the 2021 Ford Explorer was valued at $21,700 (that is, $22,175 minus $475).

Even if we had not found that GSA has failed to establish the petitioner's responsibility for the debt at issue, we would have great difficulty identifying the specific dollar amount for which the petitioner would have been responsible. We can find nothing in the record that matches the $21,700 physical damage figure upon which GSA relies. Taking the various estimates of value for a 2021 Ford Explorer that GSA included in the record, either with or without a reduction of $7200 to account for the money that GSA obtained in selling the vehicle at auction, none of them equals $21,700. We do not know where GSA obtained that number.

We cannot require a debtor to pay a specific amount that is not supported by and consistent with actual documentation. "In establishing the amount of a claim for purposes of an AWG hearing, . . . we expect GSA to account in detail for any charges" it imposes and "adds or elects not to add to the basic amount initially found due." *Tracy W.*, slip op. at 6. "We recognize that by law the Government is required to charge interest and penalties on unpaid claims," although it "can likewise, under certain circumstances, waive such interest and charges." *Id*. (citing 31 U.S.C. § 3717 (2000)). Yet, the $21,700 figure that GSA cites is identified as the original amount of physical damage to the 2021 Ford Explorer, prior to the addition of interest or fees. GSA did not explain in its briefing to the Board how it came up with the $21,700 (or $22,175) figure. It simply tells us that this figure is the right one. That provides no basis for us to calculate an accurate amount for an administrative wage garnishment order.[2] In future administrative wage garnishment requests, we ask that GSA

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[2] We also question how we could award GSA the full pre-accident value of the vehicle (even if reduced by the $7200 that GSA received for the vehicle at auction) rather than the cost of repair of the damaged vehicle. Although GSA asserts that it is an industry standard that insurance companies consider the vehicle a total loss when damage to a vehicle exceeds 75% of the vehicle's total value and reimburse the owner the vehicle's full pre-accident value, the petitioner is not an insurance company, and GSA cites no statute or regulation that requires her to pay more than the cost of repair. To the extent that the vehicle, because of the amount of damage, would lose other value because of the accident beyond the cost of repair, GSA submitted nothing to establish such a loss. Further, although GSA cites to the cost of repair as $20,056.85, based upon a single repair estimate that it obtained from a body shop, GSA reported when it publicly listed the 2021 Ford Explorer (in damaged condition) for auction that the estimated amount of damage to the vehicle was $14,912. We need not resolve the extent to which GSA can report a lesser amount of damage to potential

take more care and provide more detail when identifying, explaining, and supporting the costs that it seeks to recover.

IV. The Petitioner's Claim of Financial Inability to Pay

Because we find that there is no enforceable debt, we need not examine the petitioner's argument that she is financially unable to pay the debt or her request that we suspend the debt on that basis.

## Decision

The Board finds that GSA has not met its burden of establishing the existence of a legally enforceable debt against the petitioner. The suspension of collection of the debt in this matter is permanent. This suspension applies not only to the amounts that GSA is seeking to recoup through its request for administrative wage garnishment but also to the additional amounts involving fees that Treasury added to the original purported debt amount but that GSA has attempted to bifurcate from the original debt claim. Because GSA has not established a basis for imposing liability on the petitioner, there is also no basis for collecting fees on any of the claimed debt amount.

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

auction bidders when selling the damaged vehicle but cite to an increased damage amount outside the context of the auction.