



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

October 14, 2016

CBCA 5052-RELO

In the Matter of BRADLEY HEBING

Bradley Hebing, Montgomery, AL, Claimant.

Danielle M. Trumpey, Chief, Analytical Division, Debt and Claims Management Office, Defense Finance and Accounting Service, Department of Defense, Indianapolis, IN, appearing for Department of Defense.

SOMERS, Board Judge.

Claimant, Bradley Hebing, requests reconsideration of our decision in *Bradley Hebing*, CBCA 5052-RELO (May 17, 2016). Mr. Hebing claimed that the Air Force had improperly charged him with a debt incurred when he failed to fulfill the terms of his service agreement. We denied that claim. Claimant now urges us to reconsider our decision, again arguing that because the Air Force Manual (AFMAN) provided for pro rata reimbursement in the event of a service agreement violation, he should be responsible for only a portion of the costs incurred as a result of his relocation. We deny claimant's request.

Board Rule 407 (48 CFR 6104.407 (2015)) permits a party to seek reconsideration of a decision, but expressly notes that "[m]ere disagreement with a decision or re-argument of points already made is not sufficient ground for seeking reconsideration."¹ Here, Mr. Hebing

¹ We have consistently denied similar motions for reconsideration. *See, e.g., Amy Jirsa-Smith*, CBCA 4739-TRAV, 16-1 BCA ¶ 36,220, at 176,709 (denying reconsideration where claimant failed to address the crucial issue in the Board's original decision); *Donald C. Barnes*, CBCA 4089-TRAV, 15-1 BCA ¶ 36,149, at 176,433 (denying reconsideration where claimant failed to raise a valid basis); *Jerome K. Adams*, CBCA 4861-RELO, 15-1 BCA ¶ 36,136, at 176,385 (denying request for reconsideration where claimant "repeat[ed] the same arguments that had been presented previously"); *Jerie Renee*

asserts the same arguments that he made before. Thus, in his initial claim, Mr. Hebing contended that the Air Force should not assess upon him a debt in excess of the amount of reimbursement set forth in the AFMAN, an argument which we rejected. We determined that Mr. Hebing's argument would require the agency to ignore the mandates set forth in the Federal Travel Regulation (FTR) and the Joint Travel Regulations (JTR):

We have considered Mr. Hebing's arguments that the agency provided incorrect information to him and that he acted in reliance upon that information. However, the fact that Mr. Hebing received incorrect information as a result of an error contained in the agency's manual or as a result of data obtained from the "debt calculator" does not provide a basis for overturning the agency's decision to deny his request for a waiver of the debt.

Hebing, slip op. at 4.

In his motion for reconsideration, Mr. Hebing argues that "the advice given at the time was not erroneous as it was official Air Force guidance in an official Air Force publication at that time [and that it] was advice provided to [him] by Air Force officials acting on the guidance in AFMAN 36-606." This argument is the same argument presented before, and rejected in our decision. Mr. Hebing presents nothing new for us to consider.

The motion for reconsideration is denied.

JERI KAYLENE SOMERS
Board Judge

Holliday, CBCA 3931-RELO, 15-1 BCA ¶ 35,911, at 175,539 (2014) ("Claimant presents nothing new to support her claim that could not have been presented earlier, nor has she provided any additional information sufficient to warrant reconsideration of her claim."); *Asesh Raychaudhuri*, CBCA 2449-RELO, 11-2 BCA ¶ 34,835, at 171,378 (reconsideration denied where claimant "reiterated information previously submitted").