



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

December 10, 2020

CBCA 6905-RELO

In the Matter of JOHN C.

John C., Claimant.

Thomas Sutton and Daniel K. George, Office of General Counsel, Federal Bureau of Prisons, Washington, DC, appearing for Department of Justice.

RUSSELL, Board Judge.

Claimant, John C., an employee of the Federal Bureau of Prisons (agency), seeks review of the agency's denial of his demand for reimbursement of relocation expenses totaling \$449.69 for his household goods (HHG) exceeding the maximum weight limitation provided by law. Claimant paid the above mentioned sum to the agency but contends that he is not liable and asks that the Board grant a refund. For the reasons set forth below, we deny his claim.

Background

In November 2018, Claimant was transferred from Federal Correctional Institute Greenville, IL, to Federal Correctional Institute Tallahassee, FL, under a Permanent Change of Station (PCS) Travel Authorization. As part of the transfer, Claimant's HHG were transported at government expense. Claimant signed a PCS authorization form limiting the maximum weight of HHG to 18,000 pounds and holding him responsible for any excess weight charges. A 2,000 pound allowance for packing material brought the total maximum weight limit to 20,000 pounds. Claimant selected Coleman American Moving (Coleman) to transport his HHG.

Coleman estimated Claimant's HHG at 20,500 pounds. The moving truck was weighed twice in Illinois and twice in Alabama. The unloaded truck weighed 41,780 pounds. Once loaded with the HHG, the truck weighed 62,140 pounds for a difference of 20,360. In Alabama, the loaded truck weighed 61,500 pounds. Unloaded, the truck weighed 40,140 pounds for a difference of 21,360. Per established government policy, the agency selected the lesser weight calculation of 20,360 pounds as the certified weight of the HHG and sent Claimant an invoice for the 360 pounds of HHG over the maximum 20,000 pound limit. The invoice amounted to \$446.69. Mr Cox paid the invoice and filed this action with the Board.

Claimant contends that he is not liable for his HHG being overweight because Coleman allegedly engaged in unethical business practices. Claimant reasons that the fuel levels in the moving truck could cause the weight to fluctuate at given times. He argues that the moving truck may have been strategically fueled in order to increase the calculated weight of his HHG. Claimant disputes the accuracy of the weight tickets and asserts that the only way to generate accurate weight tickets is by keeping precise fuel records so that fuel weight can be deducted from the overall weight. For his HHG, Claimant argues that the weight should be determined by the difference between the 61,500 pounds loaded weight in Alabama and the 41,780 pounds unloaded weight in Illinois which is 19,720 pounds.

Claimant concludes with additional allegations concerning Coleman's business practices. He claims that Coleman charged for items he did not possess or was moving himself and that he sold several bulky items of furniture upon hearing the estimate for his HHG, specifically so that the truck would not be overweight. He also points to discrepancies around the packing and unloading of the truck. Claimant requests that the Board grant him a refund.

Discussion

Federal law authorizes an agency to pay for the transportation of (and related activities involving) household goods and personal effects not in excess of 18,000 pounds net weight. 5 U.S.C. § 5724(a)(2) (2006). The Federal Travel Regulation permits a 2,000 pound allowance for packing materials, bringing the maximum weight to 20,000 pounds. 41 CFR 302-7.2 (2011). If the employee's goods and effects weigh more than the maximum weight, the employee is responsible for expenses associated with the additional weight. *Id.*; *Evan F. Meltzer*, CBCA 1536-RELO, 09-2 BCA ¶ 34,272 (2009).

The weight of shipped goods is most appropriately demonstrated by certified weight tickets. *Gregory W. Slayton*, CBCA 3208-RELO, 13 BCA ¶ 35,303 (2013). The Board has held that the burden of proving that such weights are incorrect "is exceedingly heavy and rests on the claimant. Agency determinations of net weight will be set aside only where a

claimant can show clear and substantial evidence of error or fraud.” *Gregory W. Slayton* (quoting *Robert G. Gindhart*, GSBCA 14288-RELO, 98-1 BCA ¶ 29,405 (1997)).

Here, the agency correctly calculated the excess weight and the employee’s share of expenses incurred and appropriately invoiced Claimant. The agency used certified weight tickets to determine the weight of the HHG. The truck was weighed twice in Illinois and twice in Alabama. The difference between the loaded and unloaded weight in Illinois was smaller than in Alabama so the Agency used the Illinois figure as the certified weight of the HHG. *See Brian D. Crawford*, CBCA 4880-RELO, 15-1 BCA ¶ 36,162 (2015) (noting that Government policy allows that when HHG is weighed before shipping and upon arrival, the Government will accept the lesser of the two weights to calculate costs). Further, in signing the PCS authorization form, Claimant knew that his HHG was limited to 20,000 pounds and that he was responsible for excess weight charges.

Claimant asserts that Coleman engaged in unethical business practices by strategically fueling the moving truck in order to increase the weight of the HHG but he has no evidence and so cannot meet the burden of proving error or fraud. *See Thomas Kupris*, CBCA 1534-RELO, 09-2 BCA ¶ 34,192 (2009) (“When an overcharge is based upon certified weight tickets, the weights recorded are deemed to be accurate, unless a claimant can establish by clear and substantial evidence that the weighing process is tainted by proven error or fraud.”). While his claim about fuel weight causing the overall weight of the truck to fluctuate could be true, his assertions amount to mere speculation and are insufficient to overcome the compelling evidence of the weight tickets. *See Evan F. Meltzer*.

Finally, the Board will not address Claimant’s allegations about unethical behavior from Coleman regarding the items to be moved and the packing and unloading of the truck. *See Robert P. Kropik*, CBCA 2435-RELO, 11-2 BCA ¶ 34,852 (2009) (noting that the Board does not “conduct management reviews of agencies’ relocation activities and contracts.”).

Decision

For the reasons stated herein, the Board denies the claim.

Beverly M. Russell
BEVERLY M. RUSSELL
Board Judge