



UNITED STATES  
CIVILIAN BOARD OF CONTRACT APPEALS

---

October 17, 2024

CBCA 8104-TRAV

In the Matter of JEREMY B.

Jeremy B., Claimant.

Caleb T. Profitt, Office of General Counsel, Norfolk Naval Shipyard, Department of the Navy, Portsmouth, VA, appearing for Department of the Navy.

**RUSSELL**, Board Judge.

Claimant, a civilian employee with the Department of the Navy's Norfolk Naval Shipyard (NNSY), seeks reimbursement of \$12,715.34 for expenses incurred while on temporary duty (TDY) travel as well as punitive damages for "unnecessary pain, suffering, and aggravation." For the reasons stated below, we deny the claim.

Background

On July 13, 2021, claimant was authorized TDY travel for twenty-nine days from Franklin, Virginia, to Portsmouth, New Hampshire, starting on July 16, 2021. Claimant's travel authorization document did not authorize or approve him to rent a vehicle on his own. Instead, claimant was designated "as [an] alternative driver on [a] compact car." As for lodging, the NNSY Travel Office reserved claimant's lodging through the Defense Travel System (DTS). Claimant was authorized through DTS to stay at the Quality Inn in Portsmouth for the entire official travel period. Per the DTS reservation, the authorized government rate for lodging was \$112.62 per day for a total amount of \$3153.36. Claimant was provided a Citibank government credit card which he used to pay for his TDY expenses.

Notwithstanding his travel authorization, claimant never stayed at the Quality Inn in Portsmouth but instead stayed at four other hotels in the area. All of the other hotels charged rates higher than the authorized \$112.62 per day for lodging.

For transportation, claimant rented a Toyota Tacoma four-wheel drive pickup from Avis for the entirety of his TDY travel. This vehicle was part of Avis's full-size "Cool Cars" group and cost \$2790.52 to rent. Claimant stated that he "does not share a ride" and that he either drives his personal car or rents his own car during TDY travel.

Upon returning from his TDY travel, claimant submitted his travel vouchers to the NNSY Travel Office. Claimant was subsequently notified by the approving travel officer that his expenses would not be fully reimbursed because claimant had incurred unauthorized travel expenses during his TDY travel. NNSY reimbursed claimant \$6094.25, an amount less than what he claimed on his travel vouchers.

### Discussion

Claimant here requests punitive damages and reimbursement for additional TDY travel expenses.

#### Request for Punitive Damages

As an initial matter, the Board dismisses claimant's punitive damages claim as such claims fall outside the Board's authority. Our case law recognizes that "we have no authority to award any compensatory or punitive damages" in travel and relocation matters. *Patrick M. Mayette*, CBCA 4746-RELO, 15-1 BCA ¶ 36,032, at 175,993. As such, claimant's request for punitive damages is denied.

#### Request for Reimbursement of Additional Travel Expenses

Claimant is requesting \$12,715.34 in reimbursement for expenses that he incurred while on TDY travel. We can find no basis in the record showing that claimant is entitled to any additional reimbursement above the amount that he has already received to cover his TDY expenses. Claimant's government credit card statements show that he received a split disbursement payment of \$6094.25 (i.e., a direct payment to his credit card), which is the correct disbursement amount for claimant's approved travel expenses under his travel authorization (e.g., airfare, lodging at government rate, meals). As explained below, he is not entitled to any further disbursement.

### Rental Car Expenses

The Federal Travel Regulation (FTR) for TDY travel provides that a government employee “must have a specific authorization or prior approval for . . . [u]se of a rental car.” 41 CFR 301-2.5(g) (2021) (FTR 301-2.5(g)). If a rental car is authorized, regulations instruct that “travelers must use the least expensive compact car available, unless an exception for another class of vehicle is approved.” FTR 301-10.450(c). Civilian employees “are responsible for any additional cost resulting from the unauthorized use of a commercial rental automobile for other than official travel-related purposes.” FTR 301-10.453.

Under his travel authorization, claimant was authorized “as [an] alternative driver a on [a] compact car” while on TDY travel. He was not authorized to rent a vehicle on his own. Claimant asserts that an employee in the Defense Travel Management Office told claimant that he was entitled to rental car expenses. However, this employee had no authority to approve such expenses. Furthermore, claimant rented a full-size vehicle in the “Cool Cars” group at Avis and, therefore, violated the FTR requirement that the least expensive compact car be rented. Since claimant’s rental car expenses and other car-related expenses (e.g., fuel) were not authorized, his request for reimbursement of such expenses is denied.

### Lodging

As the Board explained in *J. Jacob Levenson*, CBCA 5418-TRAV, 17-1 BCA ¶ 36,714, at 178,774:

“As a general rule, reimbursement for lodging and meal costs incurred by Government employees while traveling on official business is paid through a ‘per diem allowance.’” *Harry Nadal*, GSBCA 15416-TRAV, 01-2 BCA ¶ 31,451, at 155,316 (quoting 5 U.S.C. § 5702(a)(1)(A) (1994)). “[T]he methods of reimbursement of per diem expenses include the lodgings-plus per diem method and the actual expense per diem method.” *Id.* (citing 41 CFR 301-11.5 (2000)). Under the lodgings-plus method, . . . “the actual lodging cost, not to exceed the maximum rate established for the [TDY] location, will be reimbursed,” while, under the actual expenses method, the employee “may be reimbursed the full actual cost of lodgings limited to a ceiling of 300% of the applicable maximum per diem rate, or such lesser percentage as the agency may authorize.” *Id.* (citing 41 CFR 301-11.303 (2000)).

Claimant here was authorized to travel under the lodgings-plus per diem method while on TDY travel. As noted above, NNSY made a reservation for claimant at the Quality Inn in Portsmouth through the DTS. Under this reservation, his “lodging allowed” amount (i.e.,

the government lodging rate) was \$112.62 per day. Claimant never stayed at the Quality Inn. Instead, he stayed at hotels that charged rates higher than the approved rate. In support of their respective arguments, claimant and NNSY cite a Defense Travel Management Office Fact Sheet which provides that, if an employee declines DTS-reserved lodging, the employee's "lodging reimbursement will be limited to the amount the [G]overnment would have paid if [the DTS-reserved lodging had been] used unless an approved exception is made." The Fact Sheet is consistent with the FTR, which establishes that an employee is to be reimbursed "actual lodging cost not to exceed the maximum lodging rate for the TDY location." 41 CFR 301-11.100; *see also Levenson*, 17-1 BCA at 178,774. NNSY reimbursed claimant for his lodging expenses consistent with its policy as stated in the Fact Sheet and the FTR.

As we held in *Patrick M. Cotton*, "an employee cannot create his/her own travel order or create entitlement to recover expenses incurred." CBCA 6230-TRAV, 18-1 BCA ¶ 37,152, at 180,658. Claimant here has identified no basis for entitlement to reimbursement of a hotel rate higher than the authorized rate. As such, he is not entitled to recover for any expenses incurred over this rate.

In summary, claimant is not entitled to reimbursement of any additional travel expenses, including any balance on his government credit card.

#### Decision

For the reasons stated above, the claim is denied.

*Beverly M. Russell*  
BEVERLY M. RUSSELL  
Board Judge