



UNITED STATES  
CIVILIAN BOARD OF CONTRACT APPEALS

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October 7, 2025

CBCA 8461-RELO

In the Matter of STEPHEN C.

Stephen C., Claimant.

Marian G. Cory, Travel Office, Human Capital Management Group, Naval Air Warfare Center Aircraft Division, Department of the Navy, Patuxent River, MD, appearing for Department of the Navy.

**GOODMAN**, Board Judge.

Claimant is a former civilian employee of the Department of Defense. He seeks this Board's review of the agency's denial of reimbursement of moving costs. We deny the claim.

Background

Pursuant to a remote work agreement (RWA), claimant and his family were residing at his duty station in Morgantown, West Virginia, to which claimant had accomplished a permanent change of station (PCS) from his previous duty station in Patuxent River, Maryland. The RWA read in relevant part:

The employee has requested that his/her official duty station be changed to MORGANTOWN, WV. The employee acknowledges that he/she is entering into this agreement voluntarily at his/her request, not at the request of NAWCAD PAX [Naval Air Warfare Center Aircraft Division Patuxent River], and this agreement is not made for any official/mission-related purpose. The employee acknowledges and understands the following provisions apply:

....

NAWCAD PAX retains the right to terminate the remote work arrangement/change in duty station at any time and for any reason. . . .

NAWCAD PAX will be responsible for relocation expenses to return the employee to the original duty station, if the employee is ordered to do so. For civilian employees, PCS travel and transportation allowances must be paid in most circumstances when it is in the Government's interest to move the employee. This provision does not apply to the employee's voluntary return to PATUXENT RIVER. When the transfer to a new permanent duty station is made primarily for the convenience or benefit of an employee or at his/her request, PCS may not be allowed or paid from Government funds. . . .

In the event that NAWCAD PAX terminates the remote work arrangement/change in duty station, the employee will have 90 calendar days from the date they are notified to return to work at PATUXENT RIVER. During this 90-day period, the employee will be expected to continue to work remotely or to request leave if not available for duty.

#### Notice of Claim, Attachment 1.

In January 2025, an executive order requiring federal employees to return to the office was issued by the President. The order required claimant to return to in-person work and qualified claimant for a permanent change of station (PCS) to his previous duty station. Claimant began discussing a PCS with his supervisor. Notice of Claim, Attachment 2. Claimant received an email on February 22, 2025, from his supervisor advising that "PCS move would be approved for people who's (sic) duty location is remote to Pax (meaning your current location in WV)." Claimant's Reply to Agency Response at 7.

In March 2025, claimant signed leases for his home in West Virginia and housing in Maryland. Notice of Claim, Attachments 3 & 4. On April 3, 2025, claimant arranged to have movers ship his household goods to Maryland on April 17, 2025. Notice of Claim at 2. Also on April 3, 2025, claimant was copied on an email from agency personnel that stated, "I intend to authorize the PCS move for [claimant] from Morgantown, WV to Patuxent River, MD." Claimant's Reply to Agency Response, Attachment 3.

On April 7, 2025, the Deferred Resignation Program (DRP 2.0) was announced. Notice of Claim at 2. On April 14, 2025, in the morning, claimant received PCS orders to return to his original duty station in Maryland. *Id.* Later that same day, claimant submitted

his application for the DRP 2.0. *Id.* On April 15, 2025, when agency personnel identified claimant as a DRP 2.0 applicant, a conference call was held during which claimant was advised by the agency personnel that he must choose whether to accomplish a PCS or take deferred resignation pursuant to DRP 2.0. He was also told that his DRP 2.0 application paused his PCS orders, as it exempted him from returning to in-person work. Claimant was cautioned that he would not be reimbursed for costs related to moving if he accepted deferred resignation and was urged not to incur costs. However, claimant was informed that if he decided to remain as a government employee, his PCS orders would be reinstated. Agency Response at 5. This was confirmed to claimant via email on April 15, 2025. Notice of Claim, Attachment 6. Claimant stated during the April 15, 2025, conference call that even though he was still undecided as to remaining in his position versus accepting deferred resignation, he planned to move to Maryland. Two days later, on April 17, 2025, claimant and his family moved. Claimant states that he paid the movers after the move was complete on April 18, 2025. Claimant's Reply to Agency's Response at 4.

On May 1, 2025, claimant executed a DRP 2.0 agreement which placed him on administrative leave from May 2, 2025, through June 27, 2025, the date he resigned from his federal position. Claimant's Response to Board's September 25, 2025 Order. During May 2025, after he had moved to Maryland, claimant received and was copied on various emails from other agency personnel who had not participated in the conference call on April 15, 2025. These emails stated a belief that claimant was entitled to reimbursement for moving costs because he had received his PCS orders and moved before executing the DRP 2.0 agreement. Notice of Claim, Attachment 12. Claimant submitted his moving costs for reimbursement. *Id.*, Attachments 7, 8, 9b, & 9c. On May 22, 2025, a memorandum was issued authorizing reimbursement of moving costs of claimant's household goods. *Id.*, Attachment 9a. However, on June 9, 2025, the agency issued a memorandum converting the pause of the PCS orders to cancellation because claimant had resigned. Agency Response at 6. The agency has denied reimbursement of claimant's moving costs, and claimant seeks this Board's review of the agency's denial.

### Discussion

Claimant seeks reimbursement of the costs that he incurred when he moved from his West Virginia duty station to Maryland just two weeks before he decided to execute a DRP 2.0 agreement and resign from his federal government position.

Claimant's RWA, which allowed him to work remotely at his West Virginia duty station, was cancelled by a return to work order that required him to return to in-person work. After claimant began making arrangements for a PCS for himself and his family in anticipation of receiving PCS orders to return to his previous duty station in Maryland, the

DRP 2.0 was offered to federal employees. The offer of the DRP 2.0 presented claimant with a decision whether to remain as a federal government employee or to elect deferred resignation. Seven days after the DRP 2.0 program was offered, claimant received his PCS orders to relocate to his previous duty station. On the same day, after receiving his PCS orders, claimant submitted his DRP 2.0 program application.

Claimant acknowledges that the next day he was advised by agency personnel, who had become aware of his DRP 2.0 application, that his PCS orders were paused until he decided whether to remain as a federal government employee or to take the deferred resignation offer and that he would not be reimbursed for moving costs if he ultimately resigned.<sup>1</sup> Claimant moved two days later without advising the agency of his decision. Claimant did not relocate to a new duty station as his PCS orders remained paused as the result of his indecision at that time. He moved voluntarily, primarily for his own convenience and benefit.<sup>2</sup> Claimant stated during the April 15, 2025, conference call that he intended to move to Maryland regardless of his decision regarding continued federal employment.<sup>3</sup> Two weeks after moving to Maryland, claimant executed the DRP 2.0

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<sup>1</sup> Claimant acknowledges this communication and states that “I was under the impression that I would not be reimbursed based on communication received. . . . However, and the whole basis of my claim, is that based on information I received from [others] in the agency . . . I was informed after I had finished moving that I was entitled to reimbursement and was told I needed to submit for reimbursement.” Claimant’s Reply to Agency’s Response at 4. Apparently, those in the agency that advised claimant he was entitled to reimbursement were not aware of the advice he received from other agency personnel the day after the PCS orders were issued.

<sup>2</sup> Claimant’s RWA stated that relocation costs would not be paid in the event of his voluntary return to his previous duty station. Notice of Claim, Attachment 1.

<sup>3</sup> In his reply to the agency’s response, claimant does not deny that he made this statement during the conference call. However, he states that “when I received verbal and email communication to not incur expenses associated with the PCS orders, it was too late.” Claimant’s Response to Board’s August 28, 2025, Order at 5. He bases this assertion on Joint Travel Regulations (JTR) 053710 (May 2025), which requires PCS orders to include a thirty-day notice period prior to the required reporting date at the new PDS. This regulation does not authorize reimbursement of costs incurred before, during, or after a PDS, nor can it be read to encourage claimant to make moving arrangements before receiving his PCS orders. Claimant also cited several additional inapplicable regulations allegedly supporting reimbursement. When directed to supply the text of these regulations, claimant responded that he had used artificial intelligence to create his submission and withdrew his reliance on

agreement and resigned from government service. Because he chose to resign, the PCS orders, previously paused, were thereafter cancelled. Claimant is not entitled to reimbursement of his moving costs.

Decision

The claim is denied.

*Allan H. Goodman*

ALLAN H. GOODMAN

Board Judge

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the cited regulations except for JTR 053710. Claimant's Response to Board's Inquiries (Aug. 28, 2025) at 5.