



UNITED STATES  
CIVILIAN BOARD OF CONTRACT APPEALS

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October 7, 2010

CBCA 2088-RELO

In the Matter of ERNESTO GRANILLO, JR.

Ernesto Granillo, Jr., Las Vegas, NV, Claimant.

Jennifer L. Longmeyer-Wood, Office of the Principal Legal Advisor, U.S. Immigration and Customs Enforcement, Department of Homeland Security, Washington, DC, appearing for Department of Homeland Security.

**VERGILIO**, Board Judge.

With a reporting date in July 2009, as an employee relocated within the continental United States, the claimant, Ernesto Granillo, Jr., was authorized by his employer, the Department of Homeland Security, Immigration and Customs Enforcement (Government), to be compensated for the transportation and storage of household goods and personal effects, not to exceed 18,000 pounds. The weight of the claimant's shipment and storage was 22,860 pounds. Relying upon statute, and implementing regulations, agency policies, guidance, and case law, the Government has required the claimant to reimburse the Government for the costs incurred for the weight in excess of 18,000 pounds. The Government has denied the request of the claimant to reduce or waive the debt, concluding that the claimant is obligated to reimburse the Government for the costs incurred for the excessive weight. Because the Government has correctly determined and calculated the claimant's indebtedness, the Board denies the claim. The claimant's explanations and reasons for relief do not alter the required result.

Statute specifies that an agency shall pay from Government funds "the expenses of transporting, packing, crating, temporarily storing, draying, and unpacking [a transferred employee's] household goods and personal effects not in excess of 18,000 pounds net weight[.]" 5 U.S.C. § 5724(a)(2) (2006). Applicable implementing regulations state that the Government may not pay for expenses associated with excessive weight; an employee is liable for such expenses. 41 CFR 302-7.2, -7.200 (2009). The statutory and regulatory dictates consistently are applied in case law. *E.g., David K. Walterscheid*, CBCA 1360-

RELO, 09-1 BCA ¶ 34,044 (2008); *George L. Taylor*, GSBCA 14036-RELO, 97-2 BCA ¶ 29,148. Here, the Government correctly has calculated the excess weight and claimant's share of expenses incurred and appropriately has declined to reduce or waive the claimant's liability.

While one need not look beyond the language of the statute and its binding nature to resolve this claim, this claimant suggests indignation as he contends that the agency placed him in an impossible position without accurate information and without alternatives. He states that in response to an inquiry, on the day of the move, of how much the charge for the overage should be, the only indication of pricing he received was from the truck driver, who stated that it should not be too expensive, only a couple thousand dollars for the overweight amount of about 4000 pounds. From this, the claimant concluded that he would have to pay no more than \$1500 to \$2000. His conclusion was incorrect. Even if the truck driver was not aware of potential charges, there is no suggestion that the claimant or the driver anticipated storage expenses before ultimate delivery; such expenses make up a portion of the charges for which the claimant is liable. The claimant does not appreciate fully that the Government provided ample, explicit information concerning the limitations of its liabilities and the responsibilities of the claimant regarding any weight in excess of 18,000 pounds. The claimant highlights the fact that he did not know the various rates that would be charged for items and activities encountered in the move (e.g., for containers, packing, unpacking, transportation, or temporary storage). The claimant does not indicate that he sought to obtain pricing information prior to the day of the pack-out or that he explored moving some or all of his belongings. The pre-move estimate of 22,785 pounds apparently did not prompt immediate inquiries by the claimant. The claimant's attempt to shift blame away from himself and onto the Government is neither supported by the record, nor material to the resolution of this dispute, with the result dictated by statute.

The Board denies the claim; the debt is not reduced.

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JOSEPH A. VERGILIO  
Board Judge