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The Advisor

Region Legal Service Office Southeast

Highlights:

- Gift Acceptance
- ADSEP Board Primer
- Use of Government Resources

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CDR Mike Holifield, CNRSE SJA and Director, Command Services

Welcome to the latest and, if early polls are to be believed, greatest edition of *The Advisor*. The more observant among you likely have noticed this missive's expansion beyond command services topics. This evolution is due to several causes. First, RLSO Southeast is widening its author dragnet to leverage our extensive range. Second, feedback indicates *The Advisor* enjoys a broad distribution network; it would be irresponsible not to exploit this opportunity for legal education. And, third, we've observed the success of mega-sized retail stores. If today's consumers want five pounds of coleslaw with their new lawn tractors, who are we to deny them ADSEPs with a side of financial advice? Our focus, however, will remain on those timely topics critical to legal officer success.

While I expect most readers save, cross-reference and annotate each issue (on acid-free paper, of course), some folks may have other, more pressing demands on their time. Accordingly, we are working to post the last three years' worth of *The Advisor* online for easy access. (Unfortunately, our plans for a leather-bound, collector's edition compilation, replete with water-color illustrations, have been thwarted by Sequestration.) You'll soon find these and future editions at www.jag.navy.mil/legal_services/rlso/rlso_southeast.htm. Our intent is also to provide a useful search tool, but, given that woefully limited computer skills led many of us to choose law school, this may simply consist of a combined Table of Contents. Stay tuned.

VWAP Corner – Who should be provided VWAP forms, and when?

LT Aaron McElhose, Deputy SJA, CNRSE

Although members of the Navy JAG Corps, by the nature of their jobs, are required to become intimately familiar with the Victim and Witness Assistance Program (VWAP), VWAP casts responsibilities that reach far beyond the JAG Corps. In fact, every command has a responsibility to inform victims and witnesses of crimes of their rights through the DD form 2701 and 2702. But how do we define "victim" and "witness" for VWAP purposes, and when are those victims and witnesses entitled to VWAP rights?

Who is a victim of a crime? According to SECNAVINST 5800.11B, a victim is "[a] person who has suffered direct physical, emotional, or pecuniary harm as a result of the commission of a crime in violation of the UCMJ … or in violation of the law of another jurisdiction in cases where military authorities have been notified." The type and severity of crime does not matter. Each victim is entitled to know and exercise their rights.

Who is a witness? According to the same instruction, a witness is "[a] person who has information or evidence concerning a crime, and provides that knowledge to a DON representative about an offense in the investigative jurisdiction of the DON. When the witness.is a minor, that term includes a parent or legal guardian. The term 'witness' does not include a defense witness or an individual involved in the crime as a perpetrator or accomplice."

The combination of these two groups creates a broad base of people who may have VWAP rights and require VWAP notification. But the term "commission of a crime" in violation of some law limits VWAP rights to matters handled by court-martials, right? Think again. OPNAVINST 5800.7 specifically states that "[c]rime victims **do not forfeit their status** when offenses are referred to Non-judicial Punishment (NJP) or administrative separation proceedings." Many times, commanding officers exercise their discretion to refer low level offenses to NJP, including petty larceny. These victims must be still be notified of their rights! Commands should be tracking and reporting annually the number of VWAP forms they've provided regardless of the disposition of the offense.

If there is ever any doubt, it never hurts to notify someone of their potential rights. Also, if there is a question of whether someone has already provided a rights form, remember--it's better that a victim or witness be notified twice than not at all. As always, commands are encouraged to seek guidance from your local Judge Advocate, especially in overseas locations (where some additional rules may apply).

Acceptance of Gifts on Behalf of the Navy

LT Ryan Santicola, SJA, Naval Station Guantanamo Bay

We're all familiar, or should be, with the common principle that "public service is a public trust," and that acceptance of gifts from outside sources based on official position is generally impermissible. But what about gifts given to the Navy? Can the Navy accept those gifts as an organization? As with many ethics issues, the answer is "it depends." Two important factors to consider are the reason the gift was given and by whom the gift is being accepted. This article will provide a basic primer on the issue. Please consult your Staff Judge Advocate for personalized advice.

Why was the Gift Given?

Congress has authorized the Secretary of the Navy (SECNAV) to accept gifts given by outside sources under certain circumstances. For example, 10 U.S.C. § 2601 permits the Navy to accept gifts given for the establishment, operation, or maintenance of a Navy institution or organization (such as a school, hospital, library, museum, or cemetery). The Navy may also accept certain gifts for the benefit of those killed or injured in the line of duty, including gifts intended for dependents or survivors.

Gifts from outside sources to be used for the morale, welfare, and recreation of enlisted members may be accepted under 10 U.S.C. § 7220. Furthermore, based on 31 U.S.C. § 1353 and 41 CFR Chapter 304, payment of a Navy member/civilian's travel and related expenses by outside sources may be accepted, under certain criteria, for attendance at a meeting related to official duties.

How is a Gift Accepted on Behalf of the Navy?

Of course, not just anyone may accept a gift on behalf of the Navy. While SECNAV holds the authority to accept such gifts valued in excess of $60,000, that authority has been delegated in SECNAVINST 4001.2J and OPNAVINST 4001.1F in some circumstances. For gifts of $60,000 or less, the following officials may accept on behalf of the Navy: Chief of Naval Operations, Vice Chief of Naval Operations, and Director, Navy Staff. Flag officers and Senior Executive Service officials with a judge advocate or general counsel on their staffs may accept gifts having a value of not more than $12,000. And, finally, commanders, commanding officers, and officers in charge of select Navy field activities (NAVSEA, NAVAIR, NAVFAC, NAVSUP, SPAWAR) may accept gifts valued at $3,000 or less.

According to OPNAVINST 4001.1F, gifts given to commands not having an appropriate acceptance authority must be forwarded to the immediate superior in the administrative chain of command. When forwarding a gift for possible acceptance, commands should provide the following: a description of the gift and its location, a statement as to whether acceptance will incur expenses that would be out of the ordinary for the Navy, an explanation of who the donor is and any relationship or interests the donor has with the Navy, and a recommendation on acceptance or denial. If recommending acceptance, commands should also include a proposed acceptance letter.

Should the Gift be Accepted?

Of course, just because a gift can be accepted doesn't always mean that the gift should be accepted. As stated in both SECNAVINST 4001.2J and OPNAVINST 4001.1F, factors to be considered include whether: the donor is a prohibited source; acceptance or use of the gift is prohibited by other applicable laws; acceptance would reflect unfavorably on the Navy or create an appearance of impropriety; or acceptance or use would require an expenditure by the Navy that is disproportionate to any benefit received.

The rules are slightly different for gifts from foreign governments. An important factor to consider is whether denial of the gift would cause offense or embarrassment, or adversely affect foreign relations. The following references should be consulted when considering a gift from a foreign government: 5 U.S.C. § 7342, DODD 1005.13, and the Navy and Marine Corps Awards Manual (SECNAVINST 1650.1H).

Three Final Considerations for Gift Acceptance:

First, gifts should NEVER be solicited from outside sources, even if the gift would otherwise be acceptable under the rules outlined above. Gifts offered based upon a request from a command or its members should be refused.

Second, some items are not considered "gifts" under our ethics regulations. If so, this analysis is inapplicable. For example, items given to a command intended solely for presentation (plaques, trophies, certificates) are not gifts and can be displayed without formal acceptance.

Finally, the acceptance of certain gifts carries with it a reporting requirement. Gifts accepted under 10 U.S.C. § 2601 must be reported quarterly to the Chief of Naval Operations through the command's administrative chain of command. Likewise, acceptance of travel expenses under 31 U.S.C. § 1353 must be reported semi-annually using Standard Form 326. Please consult your Staff Judge Advocate if you have any questions.

New Gift Acceptance Exception for Enlisted Personnel E-6 and Below

LTJG Brendan Horgan, Command Services Department, NAS Jacksonville

On 16 May 2013, The Secretary of Defense released a memorandum detailing a new exception to the restrictions governing the acceptance of gifts by Department of Defense employees. This exception allows the acceptance of an unsolicited gift (other than cash) by an E-6 or below if the gift is given by a charitable or veterans service tax-exempt organization. No specific limit on the value of the potential gift is stated.

This is a significant change, but one with plenty of room for misinterpretation and abuse. Prior to the change, enlisted personnel E-6 and below receiving a gift because of their military status could only accept a gift worth $20 per occasion, not to exceed $50 per year.

In order to qualify under this exception, the gift must be given by an organization recognized as tax exempt under Internal Revenue Code 501(c)(3),(19) or (23). 501(c)(3) organizations are non-profit charitable organizations whose members derive no private financial benefit from the group's revenue . 501(c)(19) organizations are comprised of at least 75% veterans, and the substantial remainder of the membership is spouses and family of veterans. 501(c)(23) organizations must predate the year 1880, be comprised of at least 75% past or present military members, and exist for the purpose of providing benefits and insurance to veterans.

Although the new exception provides the justification for accepting a previously prohibited gift, some restrictions still apply. For example, a gift is still prohibited if it was intended to persuade the service member to take official action which benefits the donor's organization. In addition, cash gifts are prohibited. Finally, service members may not solicit these gifts.

Please contact your local Staff Judge Advocate if you have questions about this new policy.

Gifts are great; Gift rules are not. Please contact your local SJA if you have any questions about whether your Sailor should accept a gift.

Restrictions on Purchasing Command Coins and other Items

LT Aubrey Charpentier, SJA, Naval Air Station Jacksonville

You no doubt realize by now that we are in a constrained fiscal environment. If you don't, NAVADMIN 128/13 will help make this abundantly clear. Effective immediately, appropriated funds may no longer be used to purchase command coins or other items for presentation such as plaques and ball caps until further notice. Items may still be purchased with official representation funds (ORF) as long as the rules for using ORF are followed. Of course, items may still be purchased with personal funds.

You may be thinking, "What will I do with all of my command coins I already purchased with appropriated funds?" Go ahead and use them. These restrictions do not apply to items that have already been purchased. You may also be wondering what exactly is covered by the term "other items for presentation." This includes plaques for things such as Sailor of the Year and Sailor of the Quarter presentations. This does not affect spending on traditional Navy awards such as initial ribbons and medals provided to Sailors.

The message is located at http://www.public.navy.mil/bupers-npc/reference/messages/Documents/NAVADMINS/NAV2013/NAV13128.txt. As always, if you have any questions, please do not hesitate to contact your Staff Judge Advocate.

You can use what you've got, but be careful if you need more.

Administrative Separation Boards—A Primer

LN1 Shante Davidson, NAS Corpus Christi SJA Office

The day has come that many legal officers dread. You will be the Recorder for an administrative separation (ADSEP) board. You will be representing the United States government when this board recommends whether a Sailor should be separated from the United States Navy. No pressure, right? In the following, I will describe the basic steps in preparing for and administering an ADSEP board. Military Personnel Manual (MILPERSMAN) 1910-500 outlines the guidelines to an ADSEP board.

So how did you get to this point? First, a respondent is notified of the basis of separation and rights via a letter of notification from the respondents CO or OIC. MILPERSMAN 1910-402 and 404 provide guidance on the format of this letter. It's important to remember that respondents have rights, too. The respondent may seek counsel before electing rights according to MILPERSMAN 1910-406. The respondent has 2 days to respond, but extensions may be granted for good cause.

Commands sometimes forget that a board is not always required. A member with 6 or more years of total active and/or reserve military service has the right to a board. In addition, a member has the right to a board when the applicable misconduct requires mandatory processing with a potential characterization of service of Other Than Honorable conditions. Remember, though, that members may waive their right to a board even in these cases.

An administrative board is composed of three commissioned officers, warrant officers, or noncommissioned officers in the pay grade of E7 or above. At least one member must be an O-4 or higher. If the respondent is active duty, the senior member should be active duty and in the same branch of service. If the respondent is a Reservist, at least one member must be a Reserve officer and all members must be commissioned officers. Further discussion of the Administrative Board Composition can be found in MILPERSMAN 1910-502. It is important for the commanding officer to designate members with proper judicial temperament and mature character.

Now that the preparations have been made and it's the day of the board, what happens next? You will provide a script for the senior board member to follow. The duties of the senior board member can be found in MILPERSMAN 1910-506. The recorder and counsel for the respondent will ask questions to decide whether they think one or more of the members should be challenged for cause, meaning they should not serve as board members for some reason. If a challenge is successful, a new member must be appointed (which may require that the board be postponed). This is one of the many rights of the respondent during an ADSEP board explained in MILPERSMAN 1910-512.

Written exhibits provide board members their first impressions about a case. Frequently, both sides will provide their exhibits early to the board. That way, both sides can object to exhibits they feel are not relevant or appropriate. Boards will then typically recess so that members can review exhibits.

Once the board goes back on the record, you will present your case via an opening statement. The opening statement is used to provide a theory and road map that members can follow as evidence is presented. Usually, the recorder will state that a basis for separation has been established, describe the evidence supporting a recommendation to separate, and then ask for the desired characterization of service. Don't be afraid to refer to the instructions for guidance. MILPERSMAN 1910-514 states that certain things, such as a civilian conviction, are binding on ADSEP boards. MILPERSMAN 1910-304 defines the various characterizations of service and can help you decide what an appropriate characterization of service is in your case. The counsel for the respondent will then give his or her opening statement.

Both sides have the option to call witnesses to help their case. Once witness testimony is complete, the respondent has an option to submit a sworn or unsworn statement. If the statement is unsworn, you and the board members are not allowed to ask questions of the respondent.

Closing Argument will follow. Don't fall into the trap of emotionally responding to things such as sympathy pleas and accusations of command failure that may be brought up in a respondent's statement. In your closing argument, focus on the responsibility of the member to maintain honorable conduct, and remind the members that you were able to prove the accusations you talked about in your opening statement. Present information in support of counseling, medical care, and rehabilitation offered to the member by the command and any documentation of non-compliance via page 13s and other supporting information to rebut claims made by the respondent that the command failed him. Counsel for respondent will follow with his or her closing argument. You will have the option to provide a rebuttal at this point to counter claims made during the counsel for the respondent's closing argument.

The board then closes for deliberation. The board reopens and the findings of the board are entered on record by the senior board member. Each reason for separation is either supported or not supported by a preponderance of the evidence for each basis given. Next, the board recommends whether the member should be separated. If yes, the board recommends a characterization of service. The findings are recorded on the findings worksheet. A signature is obtained from each member. Detailed information on the findings of the board can be found in MILPERSMAN 1910-518. The counsel for the respondent may indicate the intent to file a letter of deficiency for any errors she observed during the board. The findings, date and time are added to the record. The board is adjourned. You did it!

Like anything that requires practice, the more ADSEP boards you complete, the better you get at conducting them. However, if at any time you have questions, please do not hesitate to contact your local SJA office for assistance.

Separation Anxiety—How Characterization of Service at an ADSEP Board Dictates Eligibility for Benefits

LT Jeffrey S. Marden, Staff Judge Advocate, Naval Air Station, Joint Reserve Base, New Orleans

If you are familiar with administrative separation boards (ADSEPs) (hopefully not as the respondent), then you probably have seen the Army's "Benefits at Separation" chart. Frequently introduced to argue for a more favorable characterization of service, the chart (applicable to Sailors and Marines) depicts nearly four dozen benefits soldiers are eligible for or precluded from receiving based upon their characterization of service.

But how accurate is the chart, really? This article goes beyond the chart and analyzes the controlling statutes and regulations for many of these benefits. In some cases, the difference between an OTH and a General can result in benefits being lost. In other cases, this characterization will not matter. It's important to know the difference. Because space constraints prevent coverage of all benefits, it is important to consult your Staff Judge Advocate if you have questions.

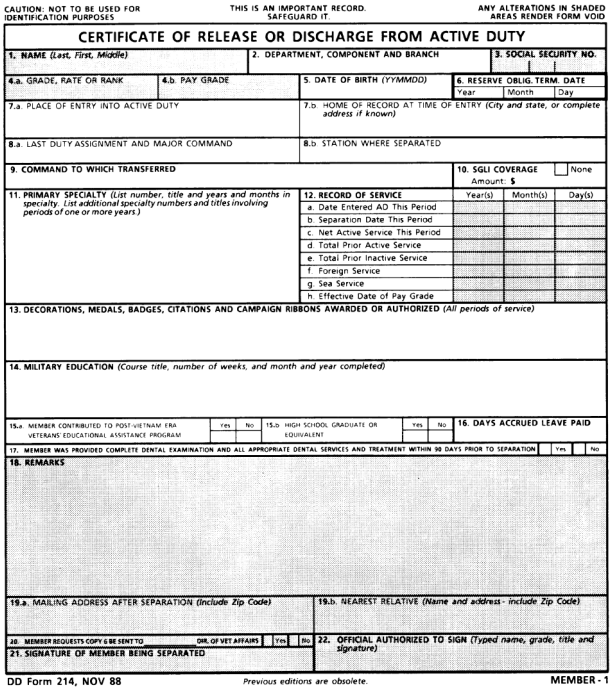
Military-Administered Benefits

Payment for Accrued Leave – HON, GEN

A Sailor "who is discharged under other than honorable conditions forfeits all accrued leave to his credit at the time of his discharge." 37 U.S.C. §501(e)(1).

Burial in National Cemeteries – HON guaranteed

The National Cemetery Administration states that a Sailor is eligible as long as the discharge was not dishonorable. However, it also excludes Sailors who are barred from receiving Veterans Administration (VA) benefits. The VA will analyze the requests of those Sailors with a non-Honorable discharge on a case-by-case basis. Once this determination is made, the National Cemetery Administration can make its determination for those Sailors with a General or OTH discharge.



CAUTION: NOT TO BE USED FOR IDENTIFICATION PURPOSES — THIS IS AN IMPORTANT RECORD. SAFEGUARD IT — ANY ALTERATIONS IN SHADED AREAS RENDER FORM VOID

CERTIFICATE OF RELEASE OR DISCHARGE FROM ACTIVE DUTY

1. NAME (Last, First, Middle) | 2. DEPARTMENT, COMPONENT AND BRANCH | 3. SOCIAL SECURITY NO.

4.a. GRADE, RATE OR RANK | 4.b. PAY GRADE | 5. DATE OF BIRTH (YYMMDD) | 6. RESERVE OBLIG. TERM. DATE (Year, Month, Day)

7.a. PLACE OF ENTRY INTO ACTIVE DUTY | 7.b HOME OF RECORD AT TIME OF ENTRY (City and state, or complete address if known)

8.a. LAST DUTY ASSIGNMENT AND MAJOR COMMAND | 8.b STATION WHERE SEPARATED

9. COMMAND TO WHICH TRANSFERRED | 10. SGLI COVERAGE ☐ None Amount: $

11. PRIMARY SPECIALTY (List number, title and years and months in specialty. List additional specialty numbers and titles involving periods of one or more years.)

12. RECORD OF SERVICE — Year(s) | Month(s) | Day(s)
a. Date Entered AD This Period
b. Separation Date This Period
c. Net Active Service This Period
d. Total Prior Active Service
e. Total Prior Inactive Service
f. Foreign Service
g. Sea Service
h. Effective Date of Pay Grade

13. DECORATIONS, MEDALS, BADGES, CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED (All periods of service)

14. MILITARY EDUCATION (Course title, number of weeks, and month and year completed)

15.a MEMBER CONTRIBUTED TO POST-VIETNAM ERA VETERANS' EDUCATIONAL ASSISTANCE PROGRAM Yes No | 15.b HIGH SCHOOL GRADUATE OR EQUIVALENT Yes No | 16. DAYS ACCRUED LEAVE PAID

17. MEMBER WAS PROVIDED COMPLETE DENTAL EXAMINATION AND ALL APPROPRIATE DENTAL SERVICES AND TREATMENT WITHIN 90 DAYS PRIOR TO SEPARATION Yes No

18. REMARKS

19.a. MAILING ADDRESS AFTER SEPARATION (Include Zip Code) | 19.b. NEAREST RELATIVE (Name and address - include Zip Code)

20. MEMBER REQUESTS COPY 6 BE SENT TO DIR, OF VET AFFAIRS Yes No | 22. OFFICIAL AUTHORIZED TO SIGN (Typed name, grade, title and signature)

21. SIGNATURE OF MEMBER BEING SEPARATED

DD Form 214, NOV 88 — Previous editions are obsolete. — MEMBER - 1

Transitional Benefits and Services

There are many transitional benefits and services for which Sailors may be eligible upon involuntary separation, including pre-separation counseling, employment assistance, health benefits, Commissary/Exchange privileges, and the G.I. Bill. (The G.I. Bill will be discussed separately below.) With the exception of the G.I. Bill, all these benefits utilize the same definition of "involuntary separation." Specifically, a sailor "shall be considered to be involuntarily separated for purposes of this chapter if [he]…is denied reenlistment[] or involuntarily discharged under other than adverse conditions." 10 U.S.C. §1141(3)(A),(B).

But what does "adverse conditions" mean? DoD Directive 1332.14 discusses characterization of service and specifically states that "[t]he quality of service…is adversely affected by conduct that is of a nature to bring discredit on the Military Services or is prejudicial to good order and discipline." DoD Directive 1332.14, Enclosure 4, Para. 3.b.(1)(b). For the purpose of an ADSEP, separation "under adverse conditions" equates to separation with an OTH characterization, and Sailors who are separated thusly will be barred from receiving the benefits in this category.

It is important to note that some transitional benefits such as pre-separation counseling and employment assistance are still available even with an OTH discharge because the Sailor can take advantage of these before separation.

So what about the G.I. Bill? A Sailor who "serves at least three years of continuous active duty in the Armed Forces" and "who is discharged from active duty with an honorable discharge…is entitled to basic educational assistance." 38 U.S.C. §3011(a)(3)(B). But what happens when a Sailor has several discharges? Remember, each reenlistment is immediately preceded by an honorable discharge. Therefore, regardless of whether the Sailor is separated with a General or OTH in future enlistments, he or she will still have earned that honorable discharge and be eligible for the G.I. Bill. (Note: Sailors may become ineligible if they are later convicted and awarded a punitive discharge at court-martial, but that's a topic for another article.) Don't let a savvy defense counsel scare your members into awarding a more favorable characterization than is warranted because "he will lose his G.I. Bill if you don't give an Honorable discharge."

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Separation Anxiety...*continued*

Department of Veteran Affairs

The chart lists eighteen benefits that the VA provides and for which a sailor may be eligible, including vocational rehabilitation, medical and dental care, and home loans. However, the standard is the same for burial in a national cemetery (i.e., eligible with an Honorable; ineligible with a Dishonorable; all others will be evaluated on a case-by-case basis), so this article will not discuss them in detail.

Administered by Other Federal Agencies

There are a number of benefits administered by other federal agencies. We will focus on a few of the more popular ones.

Civil Service Preference – HON, GEN

In applying for civil service positions, veterans are given preference based upon their military service. 5 U.S.C. §3502(a)(2). A Sailor is considered to be a veteran if he served on active duty and "has been discharged or released from active duty...under honorable conditions." 5 U.S.C. §2108.

Civil Service Retirement Credit - HON

If a Sailor has a civil service position after serving in the military, he may count the time that he served towards his retirement provided that his military service was "honorable active service in the armed forces." 5 U.S.C. §8331(13)(A).

Unemployment Compensation for Ex-Service members – HON, GEN

A Sailor is eligible for unemployment compensation if he was on active duty and "was discharged or released under honorable conditions" after completing his full term of active service to which he initially agreed. 5 U.S.C. §8521(a)(1).

Naturalization Benefits – HON, GEN

A Sailor is not required to fulfill the standard naturalization requirement if he "served honorably at any time in the armed forces of the United States for a period or periods aggregating one year, and, who, if separated from such service, was never separated except under honorable conditions." 8 U.S.C. §1439(a).

Conclusion

As depicted above, many benefits are available to Sailors after separation, and characterization of service is paramount in determining eligibility. Each case is unique, so always remember to CYA (consult your attorney)!

Government Resources – "To Use, or Not to Use," That is the Question (And you better get the answer right!)

LT Jesse Adams, Staff Judge Advocate, Naval Station Mayport

Use of government resources...where to begin? Are we talking about cars, computers, places or personnel? Proper utilization of government resources covers everything from the use of people to property, aircraft to office supplies, and the analysis may change depending on who, what, where, and for what purpose the resource is to be used. The breadth of this topic, and the threat of potential career-ending dangers resulting from misuse, help ensure job security for us JAGs so if you take nothing else from this article...when in doubt, Please Consult Your JAG!

Now that I have expressed the depth and significance of the topic, do I have your attention yet? I understand that most people reading this article aren't "lucky" enough to have a job that requires analysis of thousands of pages of ethical guidance spread out over numerous sources so I'll reaffirm what I said about consulting a JAG. However, at the very minimum you should at least know how to spot the issues and know where to turn for the right answer. At the most basic level there are some fundamental questions you have to answer in order to

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MY CHILD, MY ENLISTMENT? SINGLE PARENT ENLISTMENTS

LNC (SW/FMF/SCW) Amy Alexander, NTTC Legal Chief, NAS Meridian

The heartbreaking truth for many legal offices that are serving initial entry training commands is that at some point you will likely encounter a servicemember seeking to regain custody of her child after having had to relinquish custody to enlist in the military. While we may assume that a recruiter, lawyer or county clerk has explained this policy to the servicemember, this can be a sticky situation to handle in telling a mother of a newborn that her child cannot reside with her during her first enlistment.

Department of Defense Instruction (DoDI) 1304.26 and COMNAVCRUITCOMINST 1130.8F, Chapter 2 Section 5 govern. DoD policy is that recruiters must review the basic enlistment eligibility requirements (BEERs) with recruits. One of the groups required to be screened are single parents, since military services may not enlist unmarried individuals with custody of any dependents under the age of 18.

Navy Recruiting Command has established guidelines for dependency entrance. The chart below is a handy guide:

FOR ACTIVE DUTY			
IF YOU ARE	**AND HAVE:**	**THEN YOU ARE:**	**NUMBER OF DEPENDENTS AND WAIVER LEVEL**
Unmarried or Divorced	No dependents	Eligible	No waiver required
	Custody of dependents	Ineligible	No waiver authorized
	No custody of dependents	Eligible with appropriate level waiver	1 or 2= NAVCRUITDIST CO 3 = COMNAVCRUITCOM 4 or more = Ineligible
Married	Spouse only	Eligible	No waiver required
Married (No prior service enlisting in paygrades E1 to E4 and prior service enlisting in paygrades E1 to E4 with broken service)	Minor/non-minor dependents	Eligible with appropriate level waiver	2 = NAVCRUITDIST CO 3 or 4 = COMNAVCRUITCOM 5 or more = Ineligible
Married (NPS enlisting in paygrades E5 and above and PS enlisting in paygrades E5 and above with broken service)	Minor/non-minor dependents	Eligible with appropriate level waiver	2 or 3 = Eligible 4 = NAVCRUITDIST CO 5 = COMNAVCRUITCOM 6 or more = Ineligible
Married (PS enlisting under continuous service)	Minor/non-minor dependents	Eligible	No waiver required

A common misconception is that recruiters assist with the member in relinquishing custody of her child. IAW COMNAVCRUITCOMINST 1130.8F, recruiting personnel are prohibited from having any involvement in an applicant's decision to relinquish custody of a minor dependent, or in acting upon this decision. Navy recruiting personnel must not advise, imply, or assist an applicant with regard to the surrender of custody of a minor dependent. If asked whether they would become eligible by surrendering custody, the recruiter's correct response is that enlistment processing cannot begin until 90 days has elapsed from the date of custody transfer and that it is not the intent or the desire of the U.S. Navy for any person to relinquish custody of a dependent for the purpose of enlistment . If applicants persist, they may be informed that if they surrender physical custody of their dependents for personal reasons, the only transfer recognized by the Navy is a valid court order that transfers physical custody and does not show intent to return the custody back to the applicant after a temporary period.

Again, at a minimum, single parents enlisting should be aware that enlistment processing cannot begin until 90 days has elapsed from the date of custody transfer and that they may **not** retain, nor have the minor dependents **reside**, with them during the term of their **first enlistment**. Also, they should realize that relinquishing custody does not terminate dependency.

Single parent enlistment can be a difficult and emotional issue. For commands receiving Sailors on their initial enlistments, child custody may be an issue that weighs heavily on their minds. If you have a Sailor dealing with this issue, please have her contact your local legal assistance office for help.

Government Resources...*continued*

(Continued from page 6)

get on the right track.

Question 1 – Is this government property? 5 CFR § 2635.704 defines government property as "any form of real or personal property in which the government has an ownership, leasehold, or other property interest as well as any right or other intangible interest that is purchased with government funds, including the services of contractor personnel." This includes office supplies, telephones, the government mail, printing and reproduction facilities, government records, and government vehicles.

Question 2 – Why is the property being used? Is it being used for official use, personal use or some other kind of use? As you should already know, an executive branch employee's position, title, or authority should not further the employee's own private interests or the interests of friends or relatives. *All* government employees have a *duty* to protect and conserve government property and must ensure that government property is used for "authorized purposes" only. The Joint Ethics Regulation (JER) 2-301 goes on to state that Federal Government resources, including personnel, equipment, and property, shall be used by DoD employees *for official purposes only*.

Okay...so what exactly is "official use" or "authorized purposes"? For the most part, hopefully the answer is common sense. (*Spoiler Alert* - the answer to the question in the caption is NO; using a government plane to smuggle drugs is not an authorized purpose!) For other, more specific answers, you may turn to the applicable resource when researching your answer. For example, if you've got a question about use of communication systems, JER 2-301 states "Official use includes emergency communications and communications that the DoD Component determines are *necessary in the interest of the Federal Government*. JER 3-200 further explains "official capacity" is an act that has a "legitimate Federal Government purpose."

Of course there are exceptions to the rules and some complicated caveats, but the above 2 questions should help you get started. Bottom line, if you're using something that belongs to the Federal Government, for a purpose that doesn't directly relate to and benefit the Federal Government, then a huge red flag should go up. Now that you know what questions to ask, please don't hesitate to consult your JAG if you need answers!

Self-Reporting Arrests and NJP

LT Jessica Burrell, SJA, NSB Kings Bay

As Commanding Officer, you are notified by your legal officer that one of your First-Class Petty Officers was arrested by civilian law enforcement three weeks ago. Upon further inquiry, you find that the arrest was discovered through a routine check of a local police blotter and not from the servicemember. Can you discipline the servicemember for failing to report his arrest to the chain of command? The short answer is yes.

In *United States v. Serianne*, the United States Court of Appeals for the Armed Forces affirmed that the duty to self-report a civilian arrest contained within the Navy's drug and alcohol instruction was inconsistent with the higher authority of Article 1137, Navy Regulations, which, at the time of the decision (May 2010), exempted members' own misconduct from the general requirement to report all known offenses. Subsequently, the Chief of Naval Operations canceled the self-report provision central to the case and issued NAVADMIN 373/11, providing guidance to the fleet on the way ahead in the wake of the court's decision.

Paragraph 4(c) of NAVADMIN 373/11 amended the Navy SORM as follows:

5.1.6 NOTIFICATION. *ANY PERSON ARRESTED OR CRIMINALLY CHARGED BY CIVIL AUTHORITIES SHALL IMMEDIATELY ADVISE THEIR IMMEDIATE COMMANDER OF THE FACT THAT THEY WERE ARRESTED OR CHARGED. THE TERM ARREST INCLUDES AN ARREST OR DETENTION, AND THE TERM CHARGED INCLUDES THE FILING OF CRIMINAL CHARGES. PERSONS ARE ONLY REQUIRED TO DISCLOSE THE DATE OF ARREST/CRIMINAL CHARGES, THE ARRESTING/CHARGING AUTHORITY, AND THE OFFENSE FOR WHICH THEY WERE ARRESTED/CHARGED. NO PERSON IS UNDER A DUTY TO DISCLOSE ANY OF THE UNDERLYING FACTS CONCERNING THE BASIS FOR THEIR ARREST OR CRIMINAL CHARGES. DISCLOSURE OF THE ARREST IS REQUIRED TO MONITOR AND MAINTAIN THE PERSONNEL READINESS, WELFARE, SAFETY, AND DEPLOYABILITY OF THE FORCE. DISCLOSURE OF ARREST/CRIMINAL CHARGES IS NOT AN ADMISSION OF GUILT AND MAY NOT BE USED AS SUCH, NOR IS IT INTENDED TO ELICIT AN ADMISSION FROM THE PERSON SELF-REPORTING. NO PERSON SUBJECT TO THE UCMJ MAY QUESTION A PERSON SELF-REPORTING AN ARREST/CRIMINAL CHARGES REGARDING ANY ASPECT OF THE SELF-REPORT, UNLESS THEY FIRST ADVISE THE PERSON OF THEIR RIGHTS UNDER UCMJ ARTICLE 31(B).*

It should be noted that this language, being in uppercase italics, remains a general order that applies without further implementation. As the SORM applies to all members of the U.S. Navy, servicemembers are required by general order to immediately advise their immediate commander of a civilian arrest or the filing of criminal charges. Failure to do so violates Article 92 of the UCMJ.

So now that you know you are dealing with misconduct, are there any restrictions to your disciplinary options? Can the servicemember be disciplined not only for failing to report, but also for the offense which led to his arrest in the first place? With the facts before you, the an-

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Self-Reporting Arrests and NJP...*Continued*

swer is yes – you can discipline the servicemember for failing to report as well as the offense for which he was arrested. Again, we can look to NAVADMIN 373/11 for guidance.

Per Paragraph 6 of NAVADMIN 373/11, Commanders may impose disciplinary action for failure to self-report an arrest or criminal charges. Since the servicemember did not self-report the arrest, there are no restrictions on disciplining him for the offense for which he was arrested.

What if the servicemember had reported his arrest to his chain of command? Would you still be able to discipline him for the underlying misconduct? Maybe. Paragraph 6(b) of NAVADMIN 373/11 expressly prohibits Commanders from imposing disciplinary action for underlying offenses unless that discipline is based solely upon evidence derived independently of the self-report. Additionally, Commanders may impose disciplinary action for the underlying offense when that action is based solely on evidence derived independently of the self-report. In this case, the routine check of a local police blotter likely would be evidence sufficiently independent to support disciplinary action for the offense for which the servicemember was arrested.

As always, commanders should consult a Staff Judge Advocate prior to imposing disciplinary action.

Pre-Trial Agreements: Saving Time and Money

LTJG Dan McGinley, RLSO SE Trial Service Office Det. Mayport

Charges have been preferred. The case is on the march to a contested court-martial. However, there may be an alternative that can benefit all sides – the pre-trial agreement, or "PTA."

The PTA is essentially a contract between the Convening Authority (CA) and the accused (represented by defense counsel), where the accused agrees to plead guilty to some or all of the charges in exchange for leniency. That leniency could be referral of charges to a lesser forum, confinement protection, withdrawal of certain specifications to which the accused does not wish to plead guilty, etc. The Trial Counsel may recommend a sentence limitation to the CA based on the facts and circumstances of the case and sentences awarded in similar cases. However, it is in the sole discretion of the CA whether to accept the terms of a proposed PTA, or to enter into a PTA at all. Of course, an accused always maintains his right to plead not guilty and have the Government prove his guilt beyond a reasonable doubt, or even to plead guilty without a PTA.

There are a number of benefits to reaching a PTA early on. For the Government, a PTA ensures a conviction because the accused agrees to plead guilty. In even the strongest cases, conviction at a contested court-martial is never guaranteed. A PTA can save the command considerable amounts of time, man-hours, and money since the case will not be fully litigated and most issues will be covered by agreement. From the Defense perspective, a PTA can offer benefits such as a sentence cap or dismissal of some charges.

Of course, just as forming any contract requires some negotiating, so does a PTA. The CA has a number of tools at its disposal as it comes to the negotiating table, including: referring the charges to a particular forum, withdrawing certain charges, having Trial Counsel not present evidence on particular charges, and taking specific action on the sentence adjudged (e.g., approving only 90 days of confinement or providing a limit on fines). The Accused might be required to offer to testify in another case, pay restitution to a victim, waive certain defenses, agree not to call witnesses who would incur travel costs, or waive an Article 32 hearing. In almost every PTA, there is a provision where both parties agree to a Stipulation of Fact, which means the parties agree to certain facts in the case which cannot be disputed.

After the terms of a PTA have been agreed upon by all parties, the accused will likely still have his day in court. The accused will enter pleas in accordance with the terms of his PTA. Once they are accepted, Trial Counsel and Defense Counsel will present their sentencing case. Trial Counsel witnesses often testify about the negative impact of the accused's misconduct on mission accomplishment or good order and discipline. Defense Counsel witnesses might testify that the accused performed well in his division despite his misconduct. Both sides will then present sentencing arguments recommending an appropriate sentence.

After sentencing arguments, the accused is sentenced. If that sentence exceeds the PTA sentence limitations, the accused will only have to comply with as much of the sentence as the PTA permits. For example, if the PTA caps confinement at 60 days but the sentencing authority (usually the military judge) awards 100 days, the accused will only serve 60 days in accordance with the terms of the PTA. However, if the sentence adjudged is less than what is allowed by the terms of the PTA, the PTA has no effect. For example, if the PTA limits confinement to 60 days, but the sentencing authority awards 45 days confinement, then the accused will only serve 45 days.

There are several caveats when negotiating a PTA. First, an accused's constitutional rights cannot be violated. Additionally, a PTA cannot include terms affecting clemency or parole matters. Finally, a PTA cannot waive automatic forfeitures or reductions which occur automatically based on the amount of confinement given and whether a punitive discharge is adjudged, though the PTA may limit the trigger mechanisms for automatic penalties, such as number of days of confinement.

Taking Control of Student Loan Debt

LT Michael Ellis, Legal Assistance Attorney, NAS JRB New Orleans

Student loan debt is a looming problem in the U.S. It is estimated that one-third of all student loans are over 90 days past due. Meanwhile, the average student debt load is over $28,000 every year and rising. If you're one of the many who are struggling as a result of student loan debt, then take charge of your financial future with the three-step method shown below.

Step 1: Survey the Scene

As a legal assistance attorney, I always start by asking three questions: what type of loans do you have, who's the creditor, and what's the status of each loan?

Type: Students loans are either publicly or privately held. Publicly held loans are backed by the federal government and tend to have lower interest rates with more flexible repayment options. Private loans typically have higher interest rates, may frequently change ownership, and have more restrictive repayment options.

Creditor: Look at the statements you receive in the mail or via email to begin tracking these loans down. Many loan providers have websites and online payment options as well. Your credit report also contains a wealth of information about the type and status of your loans.

Status: Finally, determine whether each loan is in deference, forbearance, repayment, or default. Loans are deferred while in school and go into repayment after graduation. Forbearance suspends monthly payments and may be granted due to hardship or military service. Finally, a loan is in default when you've failed to make payments during a period of repayment.

Step 2: Explore Options

With respect to public loans, the Income Based Repayment ("IBR") and Pay As Your Earn ("PAYE") programs index your loan payments to your annual income, allowing you to make smaller but qualifying payments without going into default. Moreover, both programs will forgive the remainder of your public loans if you make 120 continuous payments while employed in a public service job (such as military service). In other words, by making a payment every month on time for ten years, your entire remaining public loan balance will be forgiven no matter how much is left. The catch: you must stay in public service to take advantage of this feature. Unfortunately, private loans do not qualify for either program so you will have to work out a repayment schedule with each individual loan provider.

As military servicemember, however, you have additional options. The Service Members Civil Relief Act ("SCRA") allows you to reduce the interest rate on pre-service student loans to 6%, often leading to huge savings over the life of the loan. The SCRA also allows you to place loans into forbearance during your active duty service. But be careful. Although a needed option for some, loans in forbearance continue to accrue interest (with the exception of subsidized loans) and are ineligible for the IBR and PAYE programs.

Finally, loans can be consolidated, often resulting in a simplified payment process and an overall lower interest rate. But again be careful because consolidating public and private loans can limit eligibility for some programs and negate your ability to take advantage of the SCRA.

Step 3: Develop a Plan

The biggest challenge for most people is simply keeping track. The maze of websites and the frequency at which student loans change ownership can be frustrating and confusing.

I recommend that my clients enlist the help of a money management program. For example, Mint.com allows you to see the status of all of your financial accounts at once and even has a free smartphone app. Programs like Quicken and YNAB cost money, but provide powerful budget forecasting options for projecting budgeting decisions into the future. Combining a budgeting tool like Quicken or YNAB with a tracking program like mint.com puts users firmly in control of their financial futures. (Note: No endorsement of these commercial products is intended.)

Finally, Sallie Mae -- the biggest servicer of publicly held student loans -- recently introduced the Upromise program. Upromise offers a number of options to help chip away at your student loan balances such as special reward credit cards, online savings accounts, and much more. It's worth a look.

Seek Assistance!

The bottom line is that you have options, and as a member of the Armed Forces, you have more options than most. When in doubt, talk with your local military legal assistance provider to learn more about those options.

Trusts v. Custodial Accounts

Jeffrey M. Gott, Esq., Legal Assistance Attorney, NAS Pensacola

There is a concept in the law that allows one to transfer their property to another individual in order for it to be managed to benefit a third-party. This is known as a "trust." In such an arrangement the property owner, often called the “grantor,” transfers their property to someone else, generally referred to as a “trustee,” with one purpose in mind - for the trustee to manage the property they were given to benefit a third party. This third party is the “beneficiary.” Often, grantors are parents, trustees are trusted family members or financial professionals, and the beneficiaries are the grantor’s children. Such arrangements can be crafted in order to achieve various goals.

One such goal may be to provide a non-citizen spouse with the unlimited marital deduction set forth in the Internal Revenue Code. For federal estate tax purposes, married people who are citizens of the United States may transfer an unlimited amount of wealth between each other without paying federal gift or estate tax. If, however, one spouse is not a U.S. citizen then the ability to transfer wealth during their life or at death is severely limited. If one makes use of a qualified domestic trust they can obtain the same tax benefit otherwise available if their spouse was a U.S. citizen.

Another goal of a trust may be to make a gift to a family member who receives some sort of means-tested public benefit without the gift jeopardizing their ability to continue to qualify for that benefit. These may consist of any means-tested benefit such as food stamps, and Medicaid. Since the beneficiary receiving such benefits only qualifies to do so if they meet very modest income and asset limits, their benefits will be lost if they inherit even a small amount of wealth. In such an instance a special needs trust may be useful. Instead of the inheritance going directly to the beneficiary it will fund a special needs trust and to be used to supplement their care. Thus, the beneficiary retains the public benefits and the inheritance serves to improve their standard of living.

These are two somewhat sophisticated examples of the use of trusts. Most often people use trusts to more effectively manage money intended for their children. In these cases, the grantor chooses the age when the child will receive his inheritance. Prior to that age, the property is held by the trustee and used for the child's health, education, maintenance, and support. In addition, the inheritance need not be paid out all at once. Depending on the case, it might be appropriate for the child to receive one-third of his inheritance at age twenty-one, another portion at age twenty-five, and the remainder at age thirty.

Alternatively, one may wish to establish a significantly less formal arrangement. Known as a custodial account, this too can serve as a tool for management of a child's inheritance. There are substantially fewer reporting requirements and the necessity for action by a local court is much less. That is the good news. The bad news is that a custodial account often cannot be maintained after the beneficiary's twenty-first birthday. Furthermore, the lack of formality and reporting requirements is a double-edged sword. Only where the custodian of such an account is abundantly trustworthy and known for keeping excellent records would this be appropriate.

The process for determining which of these may be desirable in your specific case starts with making an appointment to consult with a legal assistance attorney. If it is appropriate to do so, a legal assistance attorney can make sure your Sailor’s last will and testament contains one or more of these arrangements. If you wish to delay a child's receipt of their inheritance past age twenty-one, have a non-citizen spouse, or want to make a gift to someone with special needs, do not procrastinate! Meeting to discuss these matters is only the first step; your legal assistance attorney is going to need time afterwards in order to properly prepare the required documents.

Please visit http://www.jag.navy.mil/legal_services/rlso/rlso_southeast.htm for more information or to find out the location of the legal assistance office closest to you.

New DoD Instruction 6495.02 Steps Up Navy Leadership on SAPR Program Procedures

LTJG Jennifer Maguire, NAS Pensacola SJA Office

On March 28, 2013, the Department of Defense solidified its Sexual Assault Prevention and Response (SAPR) Program procedures with the introduction of its newest SAPR instruction. Department of Defense Instruction (DoDI) 6495.02 reassigns many responsibilities to higher-level authorities and thoroughly details the process, policy, and framework in the SAPR Program. The 92-page instruction covers everything from document retention to healthcare provider procedures. However, with such a broad spectrum, the critical question becomes: What has changed and what does this mean for SJAs and COs? Ultimately, two changes most relevant to command services involve the areas of Case Management Groups (CMGs) and training requirements.

Case Management Groups: The new instruction seeks to increase oversight of CMGs which review individual cases on a monthly basis. The CO or the XO must now chair the CMG with the installation SARC serving as the co-chair. The CMG Chair must direct required members to attend. These required members are: the victim's commander, all SARCs assigned to the installation, the victim's SAPR VA, MCIO and DoD law enforcement involved with a specific case, the victim's healthcare provider or mental health and counseling services provider, the chaplain, the legal representative or SJA, the installation personnel trained to do a safety assessment (explained below), and the victim's VWAP representative. The CMG Chair is responsible for making sure all CMG members receive the required SAPR training. For installations that are joint bases or have tenant commands, the commander of the tenant organization and their designated lead SARC shall also be invited to the CMG meetings.

The CMG Chair will convene the CMG on a monthly basis and make sure that victims of sexual assaults who file unrestricted reports receive monthly updates on the current status of any ongoing investigative, medical, legal, or command proceedings until the final disposition. If your CO is the victim's commander, be sure to explain that he or she must update the victim within 72 hours of the last CMG meeting and confirm this at the next CMG meeting.

Your base CO/XO, in his or her capacity as the CMG Chair, must also identify appropriately trained installation personnel to perform a safety assessment of each sexual assault victim. These personnel will attend the CMG meeting every month and identify victims in high-risk situations. If a victim is assessed to be in a high-risk situation, the CMG Chair should form a High-Risk Response Team to monitor the victim's safety. This team will be chaired by the victim's commander and include, among others, the suspect's commander, the judge advocate, and the personnel who conducted the safety assessment. The High-Risk Response Team shall make its first report to the installation commander, CMG chair, and CMG co-chair within 24 hours of being activated and continue to provide briefings at least weekly until the victim is no longer on high-risk status.

Training Requirements: CO and Judge Advocate training requirements now not only encompass SAPR, but also the relatively new Military Rule of Evidence 514. Within 30 days of taking command, COs must meet with the SARC for one-on-one SAPR training, which will include sexual assault trends in the unit/AOR and the confidentiality requirements in Restricted Reporting. Commanders must also meet with the judge advocate for training on MRE 514. As the SJA, be sure to explain that MRE 514 creates a legal privilege between a SAPR Victim Advocate and a victim of a sexual assault. While it might be natural to want to check up on a victim to see how that individual is doing, explain to your CO that he or she should not ask the SAPR VA for information about the victim.

These new procedures represent another concrete step toward department-wide sexual assault prevention. If you would like further details on the new procedures, see DoD Instruction 6495.02 28 March 2013, available at: http://www.dtic.mil/whs/directives/corres/pdf/649502p.pdf.

Recent Court-Martial Sentences in Navy Region Southeast

NOTE: As of 1 June, the Senior Trial Counsel for the Southeast is LCDR Jaime Giarraputo. She is the primary point of contact for all prosecution issues.

- At a general court-martial convened on board NAS Pensacola, a Hospitalman was found guilty of assault and driving under the influence. The military judge sentenced the Accused to 446 days confinement, reduction in rate to E-1, and a Bad Conduct Discharge.
- At a special court-martial convened on board NS Mayport, a Fireman was found guilty of larceny. The military judge sentenced the Accused to five months confinement, reduction in rate to E-1, and a Bad Conduct Discharge.
- At a special court-martial convened on board NAS Jacksonville, an Airman was found guilty of unauthorized absence and wrongfully using oxycodone, a Scheduled II controlled substance. The military judge sentenced the Accused to 94 days confinement, reduction in rate to E-1, and a Bad Conduct Discharge.
- At a special court-martial convened on board NAS Jacksonville, a First Class Petty Officer was found guilty of fraternization and living with a married woman who was not his wife. The military judge sentenced the Accused to 45 days hard labor without confinement, 45 days restriction, reduction in rate to E-4, forfeiture of $1000.00 pay per month for two months, and a reprimand.

Recent Court-Martial Sentences...continued

- At a general court-martial convened on board NAS Jacksonville, a Corporal was found not guilty of committing indecent conduct.
- At a special court-martial convened on board NAS Jacksonville, a First Class Petty Officer was found guilty of committing indecent conduct. The military judge sentenced the Accused to 110 days confinement, reduction in rate to E-3, and a Bad Conduct Discharge.
- At a special court-martial convened on board NAS Jacksonville, a First Class Petty Officer was found guilty of false official statement, larceny, and knowingly executing a scheme to obtain moneys owned by or under the custody or control of a financial institution. The military judge sentenced the Accused to 60 days confinement and reduction in rate to E-5.
- At a special court-martial convened on board NAS Jacksonville, a Third Class Petty Officer was found guilty of false official statement, wrongfully using amphetamines, wrongfully possessing amphetamines and methadone, a Schedule II controlled substance, and larceny. The military judge sentenced the Accused to one year confinement, forfeiture of $1,010.00 pay per month for 10 months, reduction in rate to E-1, and a Bad Conduct Discharge.

Courts-martial in Navy Region Southeast are tried with few exceptions at NAS Jacksonville, NS Mayport, and NAS Pensacola. Therefore, the location of where a court-martial described above was convened does not necessarily correlate to the command that convened the court-martial. Adjudged sentences may be modified by pre-trial agreement or clemency.

The Advisor Puzzler—From This Issue

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Region Legal Service Office Southeast (RLSO SE) supports the operational readiness of Department of Navy assets in the Southeastern United States by providing responsive, timely and accurate legal guidance, support services and training in the areas of military justice and administrative law. RLSO SE headquarters is located onboard Naval Air Station Jacksonville, Florida, and has detachments throughout the Region and Guantanamo Bay, Cuba. RLSO SE geographic area of responsibility includes the states of Alabama, Florida, Georgia, Louisiana, Mississippi, South Carolina, and Texas as well as Cuba, Puerto Rico, South America and portions of Mexico.

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Naval Air Station Pensacola	(850) 452-4402—DSN 459
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Naval Construction Battalion Center Gulfport	(228) 871-2627—DSN 868
Naval Air Station Joint Reserve Base New Orleans	(504) 678-9555—DSN 678
Naval Air Station Corpus Christi	(361) 961-3569—DSN 861
Naval Air Station Fort Worth Joint Reserve Base	(817) 782-7990—DSN 739
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