

TJAGSA Practice Notes

Faculty, The Judge Advocate General's School

Legal Assistance Items

The following notes advise legal assistance attorneys of current developments in the law and in legal assistance program policies. You may adopt them for use as locally published preventive law articles to alert soldiers and their families about legal problems and changes in the law. We welcome articles and notes for inclusion in this portion of *The Army Lawyer*; send submissions to The Judge Advocate General's School, ATTN: JAGS-ADA-LA, Charlottesville, VA 22903-1781.

Family Law Note

Welfare Reform Act Mandates Adoption of Uniform Interstate Family Support Act

The Personal Responsibility and Work Opportunity Reconciliation Act of 1996,¹ more commonly referred to as the Welfare Reform Act, includes a large section on child support enforcement. In an attempt to make a truly uniform and national system for collection of interstate support payments, section 321 of the Welfare Reform Act mandates that by 1 January 1998 each State must adopt the Uniform Interstate Family Support Act (UIFSA).² Thirty-six states have already adopted the UIFSA.³

Most of the child support issues faced by military clients will involve enforcement or creation of an interstate support order.

Therefore, it is imperative that military attorneys understand the basics of the UIFSA in order to properly advise clients on the creation and enforcement of support orders.

This note briefly sets out the rules for enforcement of support under the UIFSA. One of the UIFSA's primary goals is to establish rules of priority that recognize one controlling order. This is important in interstate support cases where there are frequently multiple orders and confusion abounds on what is the enforceable support amount. Under the UIFSA, priority is given to a support order issued by a state with "continuing, exclusive jurisdiction" (CEJ). This phrase refers to the state that issues a support order and remains the residence of the obligor, obligee, or child.⁴ If there is only one support order, that order controls even if all parties have left the state.⁵ However, if there are multiple orders, then the UIFSA establishes priority rules to determine the one enforceable order. The rules are as follows: (a) two or more orders and one CEJ, then the CEJ order controls; (b) two or more orders and more than one CEJ, then the order issued by the home state⁶ of the child controls; (c) two or more orders, more than one CEJ and no home state of child, then the most recent order controls; and finally (d) two or more orders, no CEJ, and a court enters a new order (assuming personal jurisdiction over the obligor), then the new order becomes controlling.⁷ Under the UIFSA, the enforceable support amount is stated in the controlling support order even if it is the order with the lowest support requirement.

¹ Pub. L. 104-193, 110 Stat. 2105 (1996).

² Uniform Interstate Family Support Act, 9 U.L.A. 229 (1993). Copies of the Uniform Interstate Family Support Act (UIFSA) can be obtained from the National Conference of Commissioners on Uniform State Laws, 676 North St. Clair Street, Suite 1700, Chicago, Illinois 60611, telephone (312) 915-0195.

³ Alaska, Arizona, Arkansas, Colorado, Delaware, District of Columbia, Florida, Idaho, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, New Mexico, North Carolina, North Dakota, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Texas, Utah, Virginia, Washington, Wisconsin, and Wyoming. Each state statute has an implementing date and some do not take effect until the summer of 1997.

⁴ Uniform Interstate Family Support Act, § 205, 9 U.L.A. 229 (1993).

⁵ There are separate provisions in the UIFSA on what court has jurisdiction to modify an existing order.

⁶ Uniform Interstate Family Support Act, § 101(4), 9 U.L.A. 229 (1993) defines home state as the state in which a child lived with a parent or a person acting as parent for at least six consecutive months immediately preceding the time of filing of a petition or comparable pleading for support and, if the child is less than six months old, the state in which the child lived from birth with any of them. The UIFSA thus defines home state the same way as the Uniform Child Custody Jurisdiction Act.

⁷ Uniform Interstate Family Support Act, §§ 205, 206, 9 U.L.A. 229 (1993).

The federal government is increasingly involved in the enforcement of child support. With the passage of the Child Support Recovery Act⁸ (a federal criminal statute), the Welfare Reform Act, the Federal Full Faith and Credit for Child Support Orders Act,⁹ and the adoption of the UIFSA, we are moving to a more national approach to child support enforcement and military attorneys must be aware of the changes and standards. Major Fenton.

Consumer Law Notes

The Fair Debt Collection Practices Act Notice Provisions Amended

The Omnibus Consolidated Appropriations Act for Fiscal Year 1997¹⁰ [hereinafter "the Act"] contains a variety of consumer protection legislation. The legislation phases in changes to a number of consumer protection statutes at various points during 1997. These changes will be highlighted in *The Army Lawyer* notes as they become effective.

The first change to take effect is a relatively minor modification to the notice requirements of the Fair Debt Collection Practices Act (FDCPA).¹¹ Previously, a debt collector had to inform the consumer of two things in every communication. First, the caller or writer had to make clear that he or she was attempting to collect a debt and, second, that any information gained would

be used in the process of debt collection.¹² This requirement was causing substantial litigation, particularly for attorneys serving as debt collectors.¹³

Effective 30 December 1996, the FDCPA requires the debt collector in the *initial* communication (oral or written) to meet the two-pronged disclosure requirement discussed above. However, in *subsequent* communications, the caller or writer need only identify himself as a debt collector.¹⁴ Further, the change specifically exempts formal legal pleadings from any disclosure requirement.¹⁵ Legal assistance practitioners should keep this change in mind when considering whether a debt collector has complied with the FDCPA. Major Lescault.

Soaring Credit Card Debt, Delinquencies, and Bankruptcies Underscore the Need for Effective Preventive Law Programs

Three reports this past fall reveal the problems with the growing amount of credit card debt among citizens in the country. The Federal Deposit Insurance Corporation (FDIC) reports that two-thirds of the \$3.8 billion dollars "charged off" by banks for debt in the second quarter of 1996 came from credit card debt.¹⁶ This massive amount of debt, along with figures from the Bureau of Labor Statistics, which reveal that real median income has declined 2.4% since 1993,¹⁷ leads logically to the report by the American Bankers Association that credit card delinquen-

⁸ 18 U.S.C.A. § 228 (West 1996).

⁹ 28 U.S.C.A. § 1738B (West 1996).

¹⁰ Pub. L. No. 104-208, 110 Stat. 3009 (1996).

¹¹ 15 U.S.C.A. § 1692 (West 1996).

¹² *Id.* § 1692e(11) (West 1982 & Supp. 1996).

¹³ The litigation centered largely around attorney debt collectors and whether all of their litigation communications had to contain the notices. See generally *Credit Reporting Reforms, Other Consumer Credit Changes Enacted*, Report 745, Consumer Cred. Guide (CCH) at 1 (Oct. 8, 1996); *Debt Collection Act Fixed? Think Again . . .*, Report 749, Consumer Cred. Guide (CCH) at 4-5 (Dec. 4, 1996) (on file in the Administrative & Civil Law Department, The Judge Advocate General's School, United States Army).

¹⁴ 15 U.S.C.A. § 1692e(11), *as amended by* Act of Sept. 30, 1996, 104 Pub. L. 208, 110 Stat. 3009 (1996).

¹⁵ *Id.*

¹⁶ *Credit Card Debt Soars*, Report 745, Consumer Cred. Guide (CCH) at 12 (Oct. 8, 1996) (on file in the Administrative & Civil Law Department, The Judge Advocate General's School, United States Army).

¹⁷ *Id.*

cies have reached a record 3.66% during the second quarter.¹⁸ Additionally, the Administrative Office of United States Courts reported that personal bankruptcy filings reached a record 1,042,110 for the twelve-month period ending 30 June 1996.¹⁹

Why then do banks continue to seek credit card business? Simply put, profit. The chairman of the FDIC points out that, while profitability has declined somewhat since 1994, "credit card lending remains almost twice as profitable as other types of banking business."²⁰ This helps explain why some 2.7 billion credit card solicitations were mailed in 1995.²¹ That is "almost 17 for every American between the ages of 18 and 64."²²

What does this pile of numbers mean to you as a legal assistance practitioner? Well, many of the Americans receiving these credit card solicitations are soldiers. Your preventive law programs need to be active and vigilant to warn soldiers of the traps of credit card debt. Despite the friendly wording of solicitations, credit card companies do NOT have the soldiers interests at heart—they are seeking profit. Helping soldiers protect their interests is OUR job. Major Lescault.

Threatening Legal Action May Violate the FDCPA

The United States Court of Appeals for the Fourth Circuit recently reinforced the strict application of Fair Debt Collection Practices Act (FDCPA) requirements regarding false or misleading representations in communications from debt collectors. In *United States v. National Financial Services, Inc.*,²³ the Fourth Circuit held that language implying legal action would be initiated, when in fact no legal action was contemplated, violated the FDCPA.

The case involved a debt collector, National Financial Services, Inc. (hereinafter National), who mainly collected debts for magazine publishers.²⁴ The publisher would provide names and addresses which National fed into a computer to generate collection letters.²⁵ The initial letter contained language that in a variety of ways implied that a lawsuit would ensue if the consumer did not pay.²⁶ Follow-on letters would be on attorney letterhead and contain more explicit language about a lawsuit, but always couched in qualified terms like "might be filed" or "is

¹⁸ *Id.*

¹⁹ *Id.*

²⁰ *Id.* at 13 (emphasis added).

²¹ *Id.*

²² *Id.* (emphasis added)

²³ 98 F.3d 131 (4th Cir. 1996).

²⁴ *Id.* at 133.

²⁵ *Id.*

²⁶ *Id.* Sample language from the collection letters contained in the court's opinion includes the following:

[I]t is now being processed by our NATIONWIDE COLLECTION AGENCY DIVISION to enforce IMMEDIATE PAYMENT from you. Notification is hereby given that the date assigned above is your DEADLINE.

....

If you fail to pay your bill by the DEADLINE, we will then take the appropriate action. Remember your attorney will also want to be paid. An envelope is enclosed for your payment.

....

Our AUDIOTEX telecommunications system remain on line to answer your inquiry, twenty-four hours per day, seven days per week. Call anytime (301) 366-3217.

....

YOUR ACCOUNT WILL BE TRANSFERRED TO AN ATTORNEY IF IT IS UNPAID AFTER THE DEADLINE DATE!!!

Id.

being considered."²⁷ It should be noted that the debt collector never explicitly threatened to sue.

Finding against the debt collector, both the district and circuit courts strictly applied the language of the FDCPA which prohibits "[t]he threat to take any action that cannot legally be taken or that is not intended to be taken"²⁸ and "[t]he use of any false representation or deceptive means to collect or attempt to collect any debt."²⁹ Both courts derived a two-part test from this language, with the circuit court stating the test in this manner: "collection notices violate § 1692e(5) if (1) a debtor would reasonably believe that the notices threaten legal action and (2) the debt collector does not intend to take legal action."³⁰

The district court applied these standards under the "least sophisticated consumer test,"³¹ the approach also followed by the circuit court.³² This test evaluates debt collection practices

as viewed by the "least sophisticated consumer" in order to "ensure that the FDCPA protects all consumers, the gullible as well as the shrewd."³³ The district court found that several aspects of the letters could be understood to threaten suit.³⁴ It further found, based on testimony of the parties, that National never intended to sue.³⁵

On appeal, National claimed that it never actually threatened to sue but always used qualifying language that left the statements "open to interpretation."³⁶ National further claimed that it did intend to sue even though it "knew that filing lawsuits was not viable."³⁷ The circuit court was not swayed, holding:

With these arguments, the defendants ask this court to adopt a hyper-literal approach which ignores the ordinary connotations and implications of language as it is used in the real

²⁷ *Id.* at 133-34. Sample language from the attorney letters contained in the opinion includes:

PLEASE NOTE I AM THE COLLECTION ATTORNEY WHO REPRESENTS AMERICAN FAMILY PUBLISHERS. I HAVE THE AUTHORITY TO SEE THAT SUIT IS FILED AGAINST YOU IN THIS MATTER . . . UNLESS THIS PAYMENT IS RECEIVED IN THIS OFFICE WITHIN FIVE DAYS OF THE DATE OF THIS NOTICE, I WILL BE COMPELLED TO CONSIDER THE USE OF THE LEGAL REMEDIES THAT MAY BE AVAILABLE TO EFFECT COLLECTION . . .

....

I am the collection attorney hired by American Family Publishers to protect their interests in the United States. I have filed suits and obtained judgments on small balance accounts just like yours. My authority to collect these accounts includes the enforcement of judgments . . .

....

LAW OFFICES—DEMAND NOTICE. YOU HAVE TEN DAYS TO PAY YOUR BILL IN FULL. CONTINUED FAILURE TO PAY WILL RESULT IN FURTHER COLLECTION ACTIVITY. ONLY YOUR IMMEDIATE PAYMENT WILL STOP FURTHER LEGAL ACTION.

....

YOUR ACCOUNT MAY NOW BE FOR SALE . . . ACCOUNTS, LIKE YOURS, THAT ARE SOLD . . . RUN THE RISK THAT THE BUYER WILL FILE SUIT AGAINST THEM. JUDGMENT CAN RESULT IN ASSETS BEING SEIZED. INSTRUCTIONS HAVE BEEN GIVEN TO TAKE ANY ACTION, THAT IS LEGAL, TO ENFORCE PAYMENT.

Id. at 134.

²⁸ 15 U.S.C.A. § 1692e(5) (West 1982 & Supp. 1996).

²⁹ *Id.* § 1692e(10).

³⁰ *National*, 98 F.3d at 135.

³¹ *United States v. National Financial Services, Inc.*, 820 F. Supp. 228, 232 (D. Md. 1993) [hereinafter *NFS, Inc.*].

³² *National*, 98 F.3d at 136.

³³ *Id.*, quoting *Clomon v. Jackson*, 988 F.2d 1314, 1318 (2nd Cir. 1993).

³⁴ *Id.* at 136-37.

³⁵ *Id.* at 137.

³⁶ *Id.*

³⁷ *Id.* at 138.

world. We decline to do so. We concur with the district court's analysis of the notices, and conclude that the defendants' notices threatened to take legal action which they had no intention of taking, in violation of § 1692e(5). No reasonable juror could conclude that those statements were not meant to make debtors fear that they would be sued As we have said before in the context of § 1692g, '[t]here are numerous and ingenious ways of circumventing [the law] under a cover of technical compliance. [The defendants have] devised one such way, and we think that to uphold it would strip the statute of its meaning.' Here, we have an obvious intention to make debtors afraid that they would be sued, an effective tactic no doubt, but one which violates the law.³⁸

The circuit court's strong language is a good reminder of the value of the FDCPA to consumers. Language that one might consider "standard" for debt collection often violates the technical requirements of the Act—requirements which courts tend to interpret in the way that will best protect the consumer. Do not accept collection letters like the ones in this case as "part of doing business." Use them, together with the FDCPA, to gain leverage for your legal assistance clients. Major Lescault.

Legal Assistance Reserve Notes

Congress Authorizes Mobilization Insurance for Reserve Component Service Members

As part of the Department of Defense Authorization Act for Fiscal Year 1996,³⁹ Congress authorized the Department of De-

fense to offer optional insurance coverage to members of the Ready Reserve involuntarily ordered to active duty (other than training) for thirty-one days or more.⁴⁰ The insurance coverage does not apply to Reserve Component soldiers on full-time National Guard Duty (FTNGD) or on state duty missions.⁴¹ The activation orders must specify that the Reserve Component activation is in support of war, national emergency, or to augment active component forces for an operational mission.⁴² The new insurance coverage provision went into effect on 1 October 1996.⁴³ The insurance program is not retroactive.⁴⁴ The Assistant Secretary of Defense, Reserve Affairs (Manpower and Personnel) drafted *Department of Defense Instruction 1341.10* (5 July 1996) outlining the program.

This program is an initiative of the Assistant Secretary's Office after it reviewed information gathered following Operation Desert Storm which indicated that almost two thirds of the Reserve Component members activated during that conflict suffered economic hardship from activation, including loss of income, additional expenses, and loss of business income from erosion of professional or business client base. Especially hard hit were health care professionals, private practice lawyers and accountants, and small business owners with relatively high civilian incomes. The mobilization insurance initiative is supported as a means of recruiting and retaining health care professionals and other high income individuals in the Reserve Component.⁴⁵

The optional mobilization insurance program offers Reservists the chance to purchase basic mobilization insurance coverage of \$1000 per month with incremental increases of \$500, up to a maximum monthly payment of \$5000 per month.⁴⁶ Current Reservists were offered the insurance coverage effective 1 October 1996 during a sixty-day enrollment window.⁴⁷ Once the Reservist purchases the mobilization insurance coverage during

³⁸ *Id.* quoting *Miller v. Payco—General American Credits, Inc.*, 943 F.2d 482, 485 (4th Cir. 1991).

³⁹ Pub. L. No. 104-106, 110 Stat. 186 (1996) (to be codified at 10 U.S.C. §§ 12521-12532).

⁴⁰ Memorandum, Assistant Secretary of Defense, Reserve Affairs, to Deputy Assistant Secretary of the Army for Reserve Affairs, Mobilization, Readiness, and Training, subject: Implementing Guidance for Entitlement to Benefits Under the Ready Reserve Mobilization Income Insurance Program (RRMIIP) for Members Who Volunteer for "Covered Service" Prior to a Contingency Operation Executive Order (22 Oct. 1996) [Hereinafter RMIIP Guidance Memorandum #1]. Individuals who volunteer for active duty in support of an operational mission, war, or national emergency may be determined by their military service to meet the definition of "covered service" in section 12521 of Title 10, United States Code, if their orders are amended to reflect active duty for more than thirty days under an involuntary activation authority (e.g., sections 12301 (a), 12302, or 12304 of Title 10, United States Code, for purposes of receiving RRMIP coverage).

⁴¹ DEP'T OF DEFENSE, INSTR. 1341.10, READY RESERVE MOBILIZATION INCOME INSURANCE PROGRAM (RRMIIP) PROCEDURES, para. E2a(6) (5 July 1996) [hereinafter DOD INSTR. 1341.10].

⁴² *Id.* at Encl. 1, para. 5.

⁴³ *Id.* para. 2a(1).

⁴⁴ *Id.*

⁴⁵ William Matthews, *Income Insurance A Reality*, ARMY TIMES, Jan. 8, 1996, at 24.

⁴⁶ DOD INSTR. 1341.10, *supra* note 41, para. E2b.

⁴⁷ *Id.*

the enrollment period, the Reserve member may not later change his coverage.⁴⁸ New Reserve Component members, as of 1 October 1996, are automatically enrolled at the basic benefit level of \$1000 per month coverage.⁴⁹ During the sixty-day enrollment window, new Reservists choose one of three options: (1) increase coverage from the automatic base amount (2) decrease desired coverage from the automatic base amount to \$500 a month or (3) decline any coverage. Those who decline coverage during the enrollment window will not be allowed to re-enroll at a later date, with very limited exceptions.⁵⁰ Those current Reserve Component members who were called to active duty after the 1 October 1996 eligibility date but before they had a chance to elect or decline the insurance will be given the option to elect coverage not to exceed the \$1000 basic coverage amount.⁵¹

The mobilization insurance program premiums will be paid directly by private bank account automatic payment plan or by periodic payment of direct billings.⁵² Reserve soldiers must still pay the monthly premiums even if activated.⁵³ The Department of Defense (DOD) will administer the program with premiums deposited to the Ready Reserve Income Insurance Fund, to be established at the Treasury Department.⁵⁴ The initial cost of the

monthly premiums has been set by the DOD Board of Actuaries, and approved by the Secretary of Defense at the rate of \$12.20 per \$1000 of insurance.⁵⁵

Benefits from the insurance fund will be paid monthly to enrolled reservists after they have been activated for the initial thirty days of active duty.⁵⁶ Any payments beyond the first thirty days will be prorated for any period served over the initial thirty days.⁵⁷ Enrollees would receive payments from the fund for up to one year, or a maximum of twelve months in an eighteen month period.⁵⁸

Initial enrollment forms for current Reserve members were sent by the Army Reserve Personnel Center (ARPERCEN) Family Support Directive on or about 1 October 1996 to all Reserve troop units by Unit Identification Codes (UICs). Ready Reserve Mobilization Income Insurance Program (RRMIIP) election letters were sent to Individual Ready Reservists (IRR) according to their last known Standard Installation Division Personnel System (SIDPERS) address.⁵⁹ Individual Ready Reserve members must notify ARPERCEN to obtain enrollment forms and indicate their wish to enroll in the RRMIIP. The ARPERCEN has

⁴⁸ *Id.* para. E2b(3)(a).

⁴⁹ *Id.* para. E2a(1).

⁵⁰ Telephone Interview with Captain Gerald Fleming, USCGR, Office of the Assistant Secretary of Defense for Reserve Affairs (Aug. 27, 1996). See DOD INSTR. 1341.10, *supra* note 41, para. E2b(4). The DOD Authorization Act for Fiscal Year 1997 modified the one time election rule for members of the Individual Ready Reserve (IRR) who join the Selected Reserve (drilling Reserve unit, or Individual Mobilization Augmentee program participant), unless the member had previously declined coverage while a member of the Selected Reserve. See Pub. L. No. 104-201, § 542, 110 Stat. 2422 (1996) (to be codified at 10 U.S.C. § 12524(g)).

⁵¹ Guidance Memo 2-96, Assistant Secretary of Defense, Reserve Affairs, to Deputy Assistant Secretary of the Army for Reserve Affairs, Mobilization, Readiness and Training, subject: Implementing Guidance for Entitlement to Insurance Coverage Under the Ready Reserve Mobilization Income Insurance Program (RRMIIP) (14 Nov. 1996) [hereinafter RRIIMP Guidance Memo 2-96].

⁵² DOD INSTR. 1341.10, *supra* note 41, para. E3d.

⁵³ Press Release, Office of the Assistant Secretary of Defense for Reserve Affairs, *Questions & Answers Concerning the Ready Reserve Mobilization Income Insurance Program* (Aug. 1996).

⁵⁴ Pub. L. No. 104-106, 110 Stat. 186 (1996).

⁵⁵ Press Release, Office of the Assistant Secretary of Defense for Reserve Affairs, *Questions & Answers Concerning the Ready Reserve Mobilization Income Insurance Program* (Sept. 1996).

⁵⁶ DOD INSTR. 1341.10, *supra* note 41, para. E1a.

⁵⁷ *Id.*

⁵⁸ *Id.*

⁵⁹ Telephone Interview with Lieutenant Colonel Mary Westmoreland, Office of the Chief, United States Army Reserve (Aug. 27, 1996).

established a toll-free number for Reservists to obtain enrollment forms and information: 1-800-648-5487.⁶⁰ Each State or Territory Area Command Military Personnel Office is distributing the enrollment forms to Army National Guard members.⁶¹

Reserve soldiers interested in obtaining this insurance coverage should understand that it is not intended "to be a dollar-for-dollar replacement of lost civilian income."⁶² Soldiers need to determine what their families need to live on if they are activated, how much they can afford to pay in monthly insurance premiums, and the likelihood of their activation.⁶³ The insurance proceeds will be federally taxable as income because they are not specifically exempted under the Internal Revenue Code and are not subject to the Combat Zone Tax Exclusion.⁶⁴ Attorneys briefing Reserve soldiers regarding the program should pass on the advice of Command Sergeant Major John E. Rucynski, United States Army Reserve Command, that "If you think you are in a unit that's never going to get mobilized . . . right now, I'd take the minimum."⁶⁵ Major Conrad,

Uniformed Services Employment and Reemployment Rights

During the last session, the 104th Congress passed a series of technical amendments to the Uniformed Services Employment and Reemployment Rights Act (USERRA)⁶⁶ as part of the Veterans' Benefits Improvement Act of 1996.⁶⁷ While most of the amendments simply updated references to the mobilization statutes in Title 10, United States Code,⁶⁸ and clarified the USERRA wording, a significant change was the addition of the following sentence to section 4316(d) of the USERRA, "No employer may require any such person to use vacation, annual, or similar leave during such period of service."⁶⁹ The addition of this wording to section 4316(d) of the USERRA codifies the holdings of *Hilliard v. New Jersey Army National Guard*⁷⁰ and *Graham v. Hall-McMillen Company, Inc.*⁷¹ that employers may not require employees to use their vacation pay and time for military absences. Section 4316(d) of the USERRA also provides that service members may choose to use vacation time and pay in lieu of military leave at the employee's request.⁷² Major Conrad,

⁶⁰ Telephone Interview with Major Jay Englehart, Army Reserve Personnel Center (Sept. 27, 1996).

⁶¹ Telephone Interview with Lieutenant Colonel Ductor, National Guard Bureau (Oct. 10, 1996).

⁶² Press Release, Office of the Assistant Secretary of Defense for Reserve Affairs, *Questions & Answers Concerning the Ready Reserve Mobilization Income Insurance Program* (Aug. 1996).

⁶³ *Id.* at 6.

⁶⁴ Electronic Mail Message 1 and 2 from Lieutenant Colonel Mary Westmoreland, Office of the Chief, Army Reserve Personnel Division, subject: RRIIMP Update from DFAS (5 Dec. 1996). The Combat Tax Exclusion Zone is the name commonly given the "Qualified hazardous duty area" defined in Section 1, Pub. L. No. 104-117, 110 Stat. 827 (1996). See also IRC §§ 112, 3401(a) (1994).

⁶⁵ Kristin Patterson, *Rucynski: Tackling the Challenge*, ARMY TIMES, Aug. 19, 1996, at 20.

⁶⁶ Uniformed Services Employment and Reemployment Act (USERRA), Pub. L. No. 103-353, 108 Stat. 3150 (1994), codified at 38 U.S.C. §§ 4301-33 (1994).

⁶⁷ Veterans' Benefits Improvements Act of 1996, Pub. L. No. 104-275, § 311, 110 Stat. 3322 (1996). The technical amendments are to the Uniformed Services Employment and Reemployment Rights Act (USERRA) as codified in Chapter 43 of Title 38, United States Code.

⁶⁸ 10 U.S.C. §§ 688, 12301(a), 12301(g), 12302, 12304, or 12305 (1994).

⁶⁹ Veterans' Benefits Improvements Act of 1996, Pub. L. No. 104-275, § 311(6), 110 Stat. 3322 (1996).

⁷⁰ *Hilliard v. New Jersey Army National Guard*, 527 F. Supp. 405, 412 (D. N.J. 1981).

⁷¹ *Graham v. Hall-McMillen Company, Inc.*, 925 F. Supp. 437 (N.D. Miss. 1996).

⁷² 10 U.S.C. § 4316(d) (1994).