

August 14, 2018

The Honorable Mark T. Esper  
Secretary of the Army  
101 Army Pentagon  
Washington, DC 20310-0101

**Subj: Chaplain (Major) Scott Squires, USA and Staff Sergeant Kacie Griffin, USA**

Dear Secretary Esper:

First Liberty Institute represents Chaplain Scott Squires and Staff Sergeant (SSG) Kacie Griffin. During your confirmation hearing, you vowed to ensure the Army acted with integrity, and to hold those under your authority accountable. We write to bring a matter that has the potential to directly undermine the Army's integrity and accountability to your attention.

The enclosed correspondence explains the disturbing events that have transpired within the U.S. Army Special Operations Command at Ft Bragg, North Carolina. To summarize:

In January 2018, a Soldier and her same-sex spouse registered for an Army-sponsored marriage retreat. Chaplain Squires was scheduled to facilitate the retreat. However, his ecclesiastical endorser, the North American Mission Board of the Southern Baptist Convention, forbids its chaplains from providing religious services to same-sex couples. In accordance with his professional duties, Chaplain Squires expeditiously rescheduled the retreat in order to ensure the same-sex couple could attend with a chaplain who had no such ecclesiastical restriction. Despite Chaplain Squires' efforts to ensure the couple was registered for the re-scheduled retreat, the couple chose not to attend.

Instead, the same-sex couple filed a formal complaint of discrimination against both Chaplain Squires and his chaplain assistant, SSG Kacie Griffin. The complaint alleged discrimination because it took them three working days to reschedule the retreat.

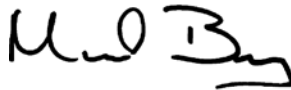
Despite complying with federal law and Army regulations, both Chaplain Squires and SSG Griffin have suffered adverse action. SSG Griffin was accepted to the prestigious Green to Gold program, but lost this once-in-a-career opportunity as a result of the allegations. And both now face the possibility of courts-martial. Federal law, however, actually prohibits the Army from taking any adverse action against Chaplain Squires as a result of his constitutionally-protected conduct.

First Liberty has also recently become aware that the investigating officer who recommended punishment against both Chaplain Squires and SSG Griffin intentionally omitted exculpatory evidence from his Report of Investigation to the approval authority, Major General Kurt Sonntag. Equally troubling is language found in the Report of Investigation that appears to be drawn from non-DOD activist organizations.

Mr. Secretary, we write to ask you to ensure that the Army acts with integrity, and that leaders at all levels are held accountable, just as you promised to do. Thus far, Major General Sonntag has been unresponsive to our requests and attempts to communicate. Moreover, he gave the investigator two opportunities and more than five months to complete his investigation. In contrast, we were given a mere ten days to provide a rebuttal.

A fundamental principle of leadership, as you know, is to resolve issues at the lowest level possible. We write to you because our attempts to do so have thus far fallen on deaf ears. Our sincere desire is amicable resolution of this matter, and we are open to an in-person meeting with you or your designated representative to discuss possible resolution. The point of contact for this is the undersigned. Thank you for your attention to this important matter.

Sincerely,



Michael Berry  
Deputy General Counsel

Enclosures:

- (1) First Liberty letter of April 17, 2018
- (2) First Liberty letter of August 6, 2018
- (3) First Liberty letter of August 10, 2018



April 17, 2018

Via E-mail

Colonel William J. Rice  
Commander, Special Warfare Education Group (Airborne)  
United States Army John F. Kennedy Special Warfare Center and School  
3004 Ardennes Street, Stop A  
Fort Bragg, NC 28310-9610

**Subj: Additional Material on Behalf of Chaplain, Major Jerry Scott Squires, USA**

Dear Colonel Rice:

First Liberty Institute represents Chaplain (CH), Major Scott Squires, in this matter. Please direct all correspondence relating to this matter to me at the contact information provided below. On behalf of CH Squires, we submit this additional matter for your consideration in response to Major (MAJ) [REDACTED] Army Regulation (AR) 15-6 findings and recommendations stemming from a February 6, 2018, Equal Opportunity (EO) complaint against CH Squires. This document only addresses the allegations against CH Squires, and does not address the allegations against Staff Sergeant [REDACTED].

We respectfully request you consider the additional material provided herein prior to taking action against such an accomplished Soldier. CH Squires has devoted a quarter of a century to serving this nation, first as an enlisted Soldier, then as a chaplain. CH Squires' service record, which includes multiple combat deployments, as well as awards such as the Bronze Star and Meritorious Service Medal (with 4 Oak Leaf Clusters), demonstrates a career dedicated to excellence and service to his fellow Soldiers.

MAJ [REDACTED] decision fails to consider several important facts and legal authorities. Accordingly, his findings, legal analysis, conclusions, and recommendations are severely deficient. As the approval authority, you have the opportunity to correct these deficiencies by disapproving the legal conclusions and recommendations, and unsubstantiating the Equal Opportunity complaint. Moreover, failure to take these corrective action would not only result in violations of federal law, Department of Defense (DOD), and Army regulations, but it would impair CH Squires' ability to carry out his mission, robbing the Soldiers under his care of the vital spiritual support he provides.

**Factual Discrepancies in the AR 15-6 Findings and Recommendations**

MAJ [REDACTED] factual findings encompass one paragraph comprising a single sentence. Notably, the following facts are missing from MAJ [REDACTED] factual findings:

- 1) CH Squires made clear to SGT [REDACTED] that Strong Bonds events are open to *all* Soldiers. In other words, CH Squires did not state that SGT [REDACTED] could not attend a Strong Bonds event;
- 2) Second, CH Squires explained that the only restriction regarding Strong Bonds events applied to certain chaplains, not Soldiers who wish to attend;
- 3) The registration deadline for the February 9, 2018, Strong Bonds event was January 26, 2018, fifteen days prior to the event. Thus, when CH Squires spoke with SGT [REDACTED] on February 1, the registration deadline had already passed;

- 4) The February 9 Strong Bonds event was actually postponed in order to specifically accommodate SGT [REDACTED] attendance. The postponement, however, meant that some Soldiers who had timely registered for the February 9 event were unable to attend due to schedule conflicts. In other words, accommodating SGT [REDACTED] came at the expense of other Soldiers' attendance.

These facts are necessary for a complete understanding of what occurred, and in order to conduct a sufficient legal analysis. Because MAJ [REDACTED] either disregarded or failed to consider these facts, his Findings and Recommendations contain several fatal legal defects.

### **Legal Discrepancies and Deficiencies in the AR 15-6 Findings and Recommendations**

The AR 15-6 Findings and Recommendations are defective for numerous reasons. They are unsupported by law, and they should be unsubstantiated. Any resulting adverse information should be removed from CH Squires' official record.

#### Chaplain Squires' actions are protected by law

According to MAJ [REDACTED] factual findings, an Army Strong Bonds event was scheduled to begin on February 9, 2018, for which CH Squires was to be the facilitator. Sergeant (SGT) [REDACTED], the Soldier who filed the EO complaint, wished to attend the February 9 event.

MAJ [REDACTED] concluded that CH Squires discriminated against SGT [REDACTED] when he explained to her that he was unable to conduct a Strong Bonds event, which includes religious services, for her due to restrictions his ecclesiastical endorser, the North American Mission Board (NAMB), places on its chaplains. MAJ [REDACTED] conclusion is legally incorrect. CH Squires' actions are protected by law.

According to the NAMB, "endorsed chaplains will not conduct or attend a wedding ceremony for any same sex couple, bless such a union or perform counseling in support of such a union . . . nor offer any kind of relationship training or retreat, on or off a military installation . . ." Thus, according to NAMB policy, CH Squires cannot conduct Strong Bonds events for same sex couples. Under federal law, DOD, and Army regulations, CH Squires' status as a restricted chaplain for purposes of same sex relationships may not be used as a basis for any adverse action.

Section 533(b) of the Fiscal Year (FY) 2013 National Defense Authorization Act (NDAA), Pub. L. No. 112-239, is entitled "Protection of Chaplain Decisions Relating to Conscience, Moral Principles, or Religious Beliefs." It states "No member of the Armed Forces may:

- (1) Require a chaplain to perform any rite, ritual, or ceremony that is contrary to the conscience, moral principles, or religious beliefs of the chaplain; or
- (2) Discriminate or take any adverse personnel action against a chaplain, including denial of promotion, schooling, training, or assignment, on the basis of the refusal by the chaplain to comply with a requirement prohibited by paragraph (1)."

Department of Defense Instruction (DODI) 1300.17, Paragraph 4d, also states that “a Service member’s expression of sincerely held beliefs may not be used as the basis of any adverse personnel action, discrimination, or denial of promotion, schooling, training, or assignment.” DODI 130.17 incorporates the Religious Freedom Restoration Act (RFRA), 42 U.S.C. § 2000bb, *et seq.* as the applicable legal standard. RFRA prohibits the government from substantially burdening a person’s religious exercise absent a compelling government interest that is furthered by the least restrictive means. And AR 165-1, paras. 1-6(b), 3-1(c), 3-2(b)(4), and 3-2(b)(5), each make clear that chaplains are required to adhere to the religious tenets of their ecclesiastical endorser. Thus, both federal law and DOD regulations make clear that CH Squires’ actions were permissible and protected.

Remarkably, although MAJ ██████ recognized that CH Squires is restricted by NAMB in this way, he nevertheless concluded that SGT ██████ right to attend the Strong Bonds event of her choosing supersedes CH Squires’ sincerely held religious beliefs, denominational tenets, and legal requirements. To the contrary, the restrictions placed on CH Squires do, in fact, supersede SGT ██████ right to attend the Strong Bonds event of her choosing.

MAJ ██████ also incorrectly concluded that CH Squires discriminated against SGT ██████ by informing her, mistakenly, that no spaces remained for the February 9 Strong Bonds event. MAJ ██████ contradicts his own conclusion in his Findings and Recommendation when he later stated that CH Squires “explained that the slots were **mostly full** for this event” and that he would work to ensure she could attend the next-scheduled Strong Bonds event. But regardless of whether the event was full or mostly full, the law clearly protects CH Squires’ right to decline to facilitate a Strong Bonds event for same sex couples. Moreover, CH Squires accomplished the mission by working to ensure SGT ██████ could attend a future event.

Major ██████ finding of discrimination is legally incorrect

MAJ ██████ conclusion that CH Squires discriminated against SGT ██████ in violation of Army EO policy appears to have two separate bases: 1) CH Squires treated SGT ██████ differently than other Soldiers because of SGT ██████ sexual orientation; and 2) CH Squires discriminated by explaining NAMB’s restrictions on him. Neither of these are adequate grounds for a discrimination claim.

MAJ ██████ first basis is incorrect because, although it is true that CH Squires treated SGT ██████ differently because he was unable to facilitate a Strong Bonds event with her, disparate treatment alone is insufficient to substantiate a discrimination claim.

As legal authority, MAJ ██████ cited AR 600-20 for the proposition that “no service will be denied to any member of the Armed Services regardless of race, color, national origin, gender, religious affiliation, or sexual orientation.” But this language appears nowhere in AR 600-20. AR 600-20, Para 6-2 provides the actual Army EO policy: “The U.S. Army will provide EO and fair treatment for military personnel and Family members without regard to race, color, gender, religion, national origin, and provide an environment free of unlawful discrimination and offensive behavior.”

AR 600-20 Para 6-2’s language is consistent with the DOD EO policy as provided in DOD Directive 1020.02E, which establishes DOD-wide EO policy. Under DOD Directive

1020.02E, “unlawful discrimination” is defined as disparate treatment “based on a prohibited factor contrary to federal law or regulation.”

It is important to note that there is no allegation or evidence that CH Squires acted impolitely or unprofessionally at any time when he communicated his inability to facilitate a Strong Bonds event for SGT [REDACTED]. CH Squires’ treatment of SGT [REDACTED] was the direct result of his restricted status, pursuant to NAMB’s tenets and chaplain policy. And, as discussed above, such treatment, even if disparate, is not “contrary to federal law or regulation.” Quite the opposite, disparate treatment under these circumstances is *protected* by federal law and regulation.

MAJ [REDACTED] second basis for finding that CH Squires discriminated is also incorrect. In essence, MAJ [REDACTED] equated CH Squires’ explaining the requirements of his faith with unlawful discrimination. It is inconceivable that a military chaplain who merely explains that his/her ecclesiastical endorser places certain restrictions on what religious rites, ceremonies, and practices he/she may perform violates military EO policy. If unchallenged, MAJ [REDACTED] conclusion would inevitably lead to a rule whereby chaplains are not permitted to discuss certain aspects of their religious beliefs or practices. Such a rule would literally strip thousands of chaplains of the ability to act and speak in accordance with their sincerely held religious beliefs.

#### Adverse action is unwarranted and inappropriate

Despite the fact that MAJ [REDACTED] recognized there are substantial mitigating factors, and his conclusion that CH Squires’ discrimination was unintentional, MAJ [REDACTED] nonetheless recommended that CH Squires be reprimanded “for his failure to include SGT [REDACTED] in the initial Strong Bonds Retreat, scheduled for 9-11 February 2018.” MAJ [REDACTED] went on to explain that CH Squires’ efforts to reach out to SGT [REDACTED] and explain his limitations were unnecessary and violated Army EO policy. MAJ [REDACTED] did not explain how CH Squires’ efforts in this regard—efforts to treat SGT [REDACTED] with professional respect and dignity—violate Army policy.

Any adverse action under these circumstances is unwarranted and unlawful. As explained above, taking adverse action against a chaplain as a result of a refusal to do something contrary to his/her sincerely held religious beliefs violates federal law.

Adverse action is also inappropriate. MAJ [REDACTED] recognized that CH Squires had no intent to discriminate. He also recognized that the Army failed to provide clear guidance on how to handle these matters. This is reflected in his recommendation that the Army Special Warfare Center and School develop a specific policy to address this situation. Even assuming the law did not protect CH Squires’ actions, which it does, it would be a profound miscarriage of justice to reprimand or otherwise punish a Soldier who nevertheless accomplished the mission.

A reprimand would also tarnish the career and reputation of a stellar officer and Soldier. As you are well aware, a reprimand would likely foreclose any opportunity for CH Squires to promote or compete for sought-after assignments.

Apparent conflict between Army Equal Opportunity policy and chaplain guidance

MAJ [REDACTED] is correct that the Army provides little guidance to commanders and Soldiers who are confronted with competing rights and interests in a diverse, pluralistic 21<sup>st</sup> Century Army. But the Army provides explicit guidance to chaplains when it comes to strict adherence to the tenets of their ecclesiastical endorsers. AR 165-1 makes clear that chaplains are required to adhere to the religious tenets of their ecclesiastical endorser or they risk losing their endorsement.

Army EO policy rightly protects the right of Soldiers to be free from unlawful discrimination. At the same time, the Army likewise seeks to protect the religious liberties of its chaplains. But when an Army EO policy is in apparent conflict with rights that are enshrined in our Constitution, federal law, and DOD policy, the Army EO policy must yield to those superior legal authorities.

Further, any conflict in this case is merely apparent, not actual. Federal law and Army policy both make clear that chaplains must remain faithful to the tenets of their faith. The failure of a chaplain to do so exposes the chaplain to risk of losing their ecclesiastical endorsement, or worse, violates the aforementioned federal law and policy. And, as discussed above, DOD EO policy only prohibits disparate treatment that is contrary to federal law or regulation. Indeed, CH Squires' actions here are fully protected by federal law and regulation.

**Conclusion**

For the foregoing reasons, we respectfully request you take the following actions:

- 1) Disapprove MAJ [REDACTED] finding of unlawful discrimination against CH Squires;
- 2) Unsubstantiate the EO complaint; and
- 3) Ensure that any adverse or unfavorable information relating to the EO complaint is not included in CH Squires' service record.

Our desire is to resolve this amicably, and I am willing to discuss this matter in person, if necessary. Should you deny this request, however, we are prepared to take the necessary legal action to vindicate CH Squires' legal rights. I may be reached via e-mail at [REDACTED].

Sincerely,



Michael Berry

Deputy General Counsel & Director of Military Affairs

Enclosure:

*Southern Baptist Endorsed Chaplains/Counselors in Ministry Guidelines in Response to the June 26, 2013, Supreme Court Ruling on the Defense of Marriage Act (DOMA), dated August 29, 2013*





NORTH AMERICAN  
MISSION BOARD

4200 North Point Parkway  
Alpharetta, GA 30022  
namb.net

August 29, 2013

RE: Southern Baptist Endorsed Chaplains/Counselors in Ministry Guidelines in Response to the June 26, 2013, Supreme Court Ruling on the Defense of Marriage Act (DOMA)

To Whom It May Concern:

In light of the June 26, 2013, Supreme Court of the United States ruling that Section 3 of the Defense of Marriage Act (DOMA), which states "the word 'marriage' means only a legal union between one man and one woman as husband and wife, and the word 'spouse' refers only to a person of the opposite sex who is a husband or a wife" is unconstitutional, and the resultant Department of Defense policy changes to extend benefits to same-sex domestic partners as spouses, the following guidelines clarify the ministry expectations for all military and VA chaplains endorsed by the Southern Baptist Convention:

#### **Doctrine**

All religious ministry and pastoral care conducted by military chaplains endorsed by the North American Mission Board (NAMB) of the Southern Baptist Convention will fully reflect the doctrine and practices of Southern Baptists as set forth in Holy Scripture, the Baptist Faith and Message (BFM) 2000 and *The Southern Baptist Endorsement Manual for Chaplains and Counselors in Ministry*. All ministries regarding human sexuality will reflect the historic, natural and biblical view of marriage as God's lifelong gift of "the uniting of one man and one woman in covenant commitment for a lifetime." (Article XVIII, BFM)

#### **Pastoral Care**

Southern Baptists believe that "all forms of sexual immorality, including adultery, homosexuality, and pornography" (Article XV, BFM) are condemned by Holy Scripture as sin. Such practices violate God's biblical standards for sexual purity and are equally destructive to healthy marital relations and Christian social order. Responsible pastoral care will seek to offer repentance and forgiveness, help and healing, and restoration through the mercy and grace of Jesus Christ's sacrificial gift of love on the cross.

#### **Restrictions**

In harmony with Holy Scripture, NAMB endorsed chaplains will not conduct or attend a wedding ceremony for any same sex couple, bless such a union or perform counseling in support of such a union, assist or support paid contractors or volunteers leading same-sex relational events, nor offer any kind of relationship training or retreat, on or off of a military installation, that would give the appearance of accepting the homosexual lifestyle or sexual wrongdoing. This biblical prohibition remains in effect irrespective of any civil law authorizing same sex marriage or benefits to the contrary. Chaplains in violation of these restrictions will be subject to removal of their endorsement in accordance with *The Southern Baptist Endorsement Manual for Chaplains and Counselors in Ministry*, Chapter 4, Endorsement Policies and Guidelines.



To Whom it May Concern

Page 2

August 29, 2013

Southern Baptist chaplains are free to lead or participate in a worship service conducted on any military installation or location designated for worship. This excludes conducting a service jointly with a chaplain, contractor or volunteer who personally practices or affirms a homosexual lifestyle or such conduct.

**Pluralism**

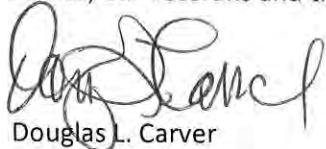
All military chaplains without exception are endorsed to ensure the free exercise of religion for all service members according to DOD 1304.28, par. 6.1.2 while serving in the pluralistic environment of the military. Every chaplain remains protected under DOD policy and applicable federal law to preach, teach and counsel in accordance with the tenets of their denominational faith group and their own religious conscience.

Therefore, endorsed Southern Baptist military chaplains will:

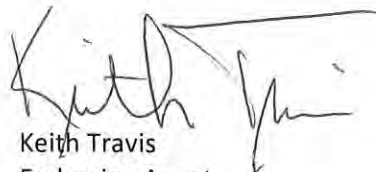
- a) Provide sound, biblical pastoral care for all service members and their families.
- b) Conduct religious support and pastoral care in accordance with the BFM 2000, the SBC/NAMB Chaplain Endorsement Manual and the guidelines contained in this document.
- c) Treat all service members regardless of rank or behavior, with Christ-centered dignity, honor and respect while assisting the institutional leadership in its religious mission requirements and responsibilities as guaranteed by the First Amendment to the United States Constitution.

If you need to discuss these guidelines and expectations further, or if you experience undue prejudice or irreparable harm as a result of following these expectations, please contact us immediately at the North American Mission Board, phone number 770-410-6367.

God bless you for all you do to minister the love of Jesus Christ to the members of the Armed Forces, our veterans and their families.



Douglas L. Carver  
Executive Director of Chaplaincy Services  
North American Mission Board  
Southern Baptist Convention



Keith Travis  
Endorsing Agent  
North American Mission Board  
Southern Baptist Convention

August 6, 2018

**Via E-mail**

Colonel William J. Rice  
Commander, Special Warfare Education Group (Airborne)  
United States Army John F. Kennedy Special Warfare Center and School  
3004 Ardennes Street, Stop A  
Fort Bragg, NC 28310-9610

**Subj: Matters in Defense Submitted on Behalf of Chaplain, Major Jerry Scott Squires, USA**

Dear Colonel Rice:

First Liberty Institute continues to represent Chaplain (CH), Major Scott Squires, in this matter. Please direct all correspondence relating to this matter to me at the contact information provided below. We incorporate all legal arguments raised in our letter of 17 April 2018, and offer the matters in defense submitted herein in addition. On behalf of CH Squires, we submit these matters in defense for your consideration in response to Major (MAJ) Ford's most recent Army Regulation (AR) 15-6 findings and recommendations, of 1 August 2018, stemming from a February 6, 2018, Equal Opportunity (EO) complaint against CH Squires and Staff Sergeant (SSG) Kacie Griffin. This correspondence does not address MAJ Ford's findings, conclusions, and recommendations with respect to SSG Griffin.

**Summary**

MAJ Ford's findings, conclusions, and recommendations are predicated on one false premise: SGT [Name Redacted] was denied the opportunity to attend a Strong Bonds event. The evidence shows that SGT [Name Redacted] and her spouse elected not to attend a Strong Bonds event after CH Squires rescheduled the February 9, 2018, Strong Bonds event his endorsing agency prohibited him from facilitating. The evidence also shows that CH Squires notified and worked with SGT [Name Redacted]' commanding officer and CH Squires' senior chaplain for the sole purpose of ensuring SGT [Name Redacted] and her spouse could attend a Strong Bonds event. Put simply, these facts demonstrate that CH Squires performed his duties with professionalism and honor according to the expectations of his endorsing agency and Department of Defense regulations. Any attempt to characterize his actions otherwise is the result of blatant anti-religious hostility.

MAJ Ford's August 2018 report of investigation concludes that CH Squires should be found guilty of violating Army EO policy, and that he be found guilty of dereliction of duty. Both alleged violations would presumably be charged as violations of Article 92, UCMJ, each subject to court martial with the potential for sentences that include confinement and a punitive discharge. MAJ Ford further recommends that CH Squires be subjected to administrative or non-judicial punishment under Article 15, UCMJ.

Put simply, MAJ Ford's report of investigation constitutes a clear and present danger to the constitutional rights of all chaplains. If Army chaplains are to maintain any trust and confidence in their ability to perform their duties without fear of this kind of threat, you must disapprove MAJ Ford's findings and recommendations. CH Squires has devoted a quarter of a century to serving this nation, first as an enlisted Soldier, then as a chaplain. CH Squires' service record, which includes multiple combat deployments, as well as awards such as the Bronze Star and Meritorious Service Medal (with 4 Oak Leaf Clusters), demonstrates a career dedicated to excellence and service to his fellow Soldiers.

MAJ Ford's report either fails to consider or misstates several important facts and legal authorities. Accordingly, his findings, legal analysis, conclusions, and recommendations are severely deficient. As the approval authority, you have the opportunity to correct these deficiencies by disapproving the legal conclusions and recommendations, and unsubstantiating the Equal Opportunity complaint. Moreover, failure to take these corrective actions would not only result in violations of federal law, Department of Defense (DOD), and Army regulations, but it would impair CH Squires' ability—and that of other chaplains within your command—to carry out his mission, robbing the Soldiers under his care of the vital spiritual support he provides.

### **Factual Discrepancies in the AR 15-6 Report of Investigation**

The following salient facts are missing from or negligently misstated in MAJ Ford's factual findings:

- 1) CH Squires made clear to SGT [Name Redacted] that Strong Bonds events are open to *all* Soldiers. In other words, at no time did CH Squires prevent SGT [Name Redacted] and her spouse from attending a Strong Bonds event;
- 2) Second, CH Squires explained that the only restriction regarding Strong Bonds events applied to him, not to Soldiers who wish to attend;
- 3) The registration deadline for the February 9, 2018, Strong Bonds event was January 26, 2018, fifteen days prior to the event. Thus, when CH Squires spoke with SGT [Name Redacted] on February 1, the registration deadline had already passed;
- 4) Within minutes of concluding his meeting with SGT [Name Redacted] to explain his status as a restricted chaplain, CH Squires notified SGT [Name Redacted]' commanding officer, Colonel (COL) Michael Kornburger, and explained the situation. COL Kornburger simply asked that CH Squires keep him apprised of the situation, and to let him know whether there were any issues that required his attention;

- 5) After notifying, discussing the situation, and receiving guidance from CH Richard Winchester, his senior command chaplain, CH Squires made the decision to reschedule the February 9 Strong Bonds event in order to ensure SGT [Name Redacted] and her spouse's attendance. The postponement, however, meant that some Soldiers who had timely registered for the February 9 event were unable to attend due to schedule conflicts. In other words, efforts to ensure SGT [Name Redacted] and her spouse could attend the event came at the expense of other Soldiers' attendance;
- 6) Despite the efforts to reschedule a Strong Bonds event for SGT [Name Redacted] and her spouse, and although she registered to attend, SGT [Name Redacted] and her spouse chose not attend the rescheduled event for unknown reasons to CH Squires and reasons MAJ Ford either refused to investigate or failed to make known in his report;
- 7) In accordance with published Army Strong Bonds Guidance ("Guidance"), CH Squires determined, prior to the Strong Bonds event, that a same-sex couple desired to attend the event. In accordance with the Guidance, CH Squires coordinated with another chaplain to conduct the event. CH Squires then went above and beyond his duty and the Guidance by making multiple attempts to personally assure SGT [Name Redacted] that she and her spouse were welcome to attend the Strong Bonds event;
- 8) CH Squires was unable to immediately meet with SGT [Name Redacted] in person due to the following factors:
  - a. On the date on which SGT [Name Redacted] attempted to register for the Strong Bonds event, CH Squires was assigned to his quarters as a result of a medical procedure he underwent that same day;
  - b. CH Squires is not in the same unit as SGT [Name Redacted], which required him to travel to her unit and determine her whereabouts. When CH Squires arrived at SGT [Name Redacted]' work section, it was closed. CH Squires then went to a nearby work section and asked one of the Soldiers present if they knew of SGT [Name Redacted]' whereabouts, but the Soldier did not know SGT [Name Redacted];
  - c. On January 29, 2018, the next working day on which CH Squires was medically and physically able to meet with SGT [Name Redacted], he traveled to her unit in order to meet with her in person, but she was absent;
  - d. On January 30, 2018, CH Squires again traveled to SGT [Name Redacted]' unit in order to meet with her, but she was again absent;
  - e. After numerous attempts to locate and meet with SGT [Name Redacted], CH Squires finally located and met with her on February 1, 2018. Although five calendar days elapsed, the actual duration was only three working days;

- 9) Contrary to MAJ Ford's claim, SGT [Name Redacted] was never "denied the opportunity to attend a Strong Bonds retreat." Rather, CH Squires followed the expectations of his endorsing agency and DOD regulations by rescheduling the Strong Bonds event in order to ensure SGT [Name Redacted] and her spouse could attend. SGT [Name Redacted], for reasons unknown and either unexplained or unexplored by MAJ Ford made the decision not to attend;
- 10) MAJ Ford contradicted himself multiple times throughout the Report of Investigation.
  - a. First, MAJ Ford concluded that CH Squires "unintentionally" discriminated against SGT [Name Redacted].
  - b. However, he then concluded that CH Squires "knowingly" discriminated against her.<sup>1</sup> One cannot unintentionally and knowingly discriminate at the same time.
  - c. In addition, MAJ Ford acknowledged that CH Squires notified his senior chaplain. But he later alleged that CH Squires failed to notify his senior chaplain. Again, both assertions cannot be simultaneously true.

These facts, missing from MAJ Ford's report of investigation, are necessary for a complete understanding of what occurred, and in order to conduct a sufficient legal analysis. Because MAJ Ford either disregarded or failed to consider these facts, his Findings and Recommendations contain several fatal legal defects.

### **Legal Discrepancies and Deficiencies in the AR 15-6 Findings and Recommendations**

The AR 15-6 Findings and Recommendations are defective for numerous reasons. They are unsupported by fact and/or law, and they must be disapproved and unsubstantiated. Any resulting adverse information must be removed from CH Squires' official record.

#### Chaplain Squires' conduct is protected by law

Although MAJ Ford's first report of investigation concluded that CH Squires unlawfully discriminated against SGT [Name Redacted] when he merely explained to her that he was unable to conduct a Strong Bonds event due to his ecclesiastical restrictions, MAJ Ford appears to have abandoned that conclusion in his second report of investigation. MAJ Ford now concludes that CH Squires unlawfully discriminated against SGT [Name Redacted] "by denying her and her wife the opportunity to attend a Strong Bonds retreat run and paid for by the United States Army." This conclusion is completely unsupported by the facts, as explained herein, and the law. Indeed, CH Squires' actions are protected by

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<sup>1</sup> AR 15-6, para 2-8b(1) provides that the approval authority's decision to take further evidence must be "conducted under the provisions of the original appointing memorandum." Thus, both of MAJ Ford's Reports of Investigation must be considered as a single investigation under AR 15-6.



law and thus cannot constitute unlawful discrimination. By definition, when an act is protected by law, it cannot be an unlawful act.

According to CH Squires' ecclesiastical endorsing agency, the North American Mission Board ("NAMB"), "endorsed chaplains will not conduct or attend a wedding ceremony for any same sex couple, bless such a union or perform counseling in support of such a union . . . nor offer any kind of relationship training or retreat, on or off a military installation . . ." Thus, according to NAMB policy, CH Squires is explicitly prohibited by his endorsing agency from conducting Strong Bonds events for same sex couples. And AR 165-1, paras. 1-6(b), 3-1(c), 3-2(b)(4), and 3-2(b)(5), each make clear that chaplains are required to adhere to the religious tenets of their ecclesiastical endorser. Thus, Army regulations and policy actually require that CH Squires not conduct Strong Bonds events that includes same sex couples. Furthermore, under federal law, DOD, and Army regulations, CH Squires' status as a restricted chaplain for purposes of same sex relationships may not be used as a basis for any adverse action.

Section 533(b) of the Fiscal Year (FY) 2013 National Defense Authorization Act (NDAA), Pub. L. No. 112-239,<sup>2</sup> is entitled "Protection of Chaplain Decisions Relating to Conscience, Moral Principles, or Religious Beliefs." It states "No member of the Armed Forces may:

- (1) Require a chaplain to perform any rite, ritual, or ceremony that is contrary to the conscience, moral principles, or religious beliefs of the chaplain; or
- (2) Discriminate or take any adverse personnel action against a chaplain, including denial of promotion, schooling, training, or assignment, on the basis of the refusal by the chaplain to comply with a requirement prohibited by paragraph (1)."

Department of Defense Instruction (DODI) 1300.17, Paragraph 4d, also states that "a Service member's expression of sincerely held beliefs may not be used as the basis of any adverse personnel action, discrimination, or denial of promotion, schooling, training, or assignment." DODI 130.17 incorporates the Religious Freedom Restoration Act (RFRA), 42 U.S.C. § 2000bb, *et seq.* as the applicable legal standard when adverse action under these circumstances is contemplated. RFRA prohibits the government from substantially burdening a person's religious exercise absent a compelling government interest that is furthered by the least restrictive means. And, as stated above, AR 165-1, paras. 1-6(b), 3-1(c), 3-2(b)(4), and 3-2(b)(5), require chaplains to adhere to the religious tenets of their ecclesiastical endorser. Accordingly, CH Squires' actions were both required and protected.

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<sup>2</sup> <https://www.congress.gov/112/plaws/publ239/PLAW-112publ239.pdf>

Remarkably, although MAJ Ford recognized that CH Squires complied with federal law and military regulations, he erroneously concluded that SGT [Name Redacted]' right to attend a Strong Bonds event conducted by CH Squires supersedes federal law and military regulations. MAJ Ford relies on Army Equal Opportunity policy as support for his conclusion. Service-specific policy can *never* supersede federal law such as the NDAA, or superior authority such as DODI 1300.17. Thus, MAJ Ford should have concluded that the restrictions placed on CH Squires, and the aforementioned authorities, dictate one outcome: an unsubstantiated EO complaint on the basis that CH Squires complied with the law and the requirements of his ecclesiastical endorser.

### MAJ Ford's finding that CH Squires violated Army EO policy is incorrect

MAJ Ford's finding that CH Squires violated Army EO policy is based on one erroneous conclusion: CH Squires denied SGT [Name Redacted] the opportunity to attend a Strong Bonds event. This finding is both factually and legally incorrect.

As a factual matter, it is beyond dispute that CH Squires afforded SGT [Name Redacted] the opportunity to attend a Strong Bonds event. SGT [Name Redacted], in fact, registered for the Strong Bonds event. For reasons either unexplained or uninvestigated by MAJ Ford, SGT [Name Redacted] voluntarily decided not to attend. And applying the law to these facts, it is also clear that there was no violation of Army EO policy.

AR 600-20, Para 6-2 provides the Army's EO policy: "The U.S. Army will provide EO and fair treatment for military personnel and Family members without regard to race, color, gender, religion, national origin, and provide an environment free of unlawful discrimination and offensive behavior." This language is consistent with the DOD EO policy as provided in DOD Directive 1020.02E, which establishes DOD-wide EO policy. Under DOD Directive 1020.02E, "unlawful discrimination" is defined as disparate treatment "based on a prohibited factor contrary to federal law or regulation."

Importantly, there is neither allegation nor evidence that CH Squires failed to act with respect or professionalism at any time during his communications with SGT [Name Redacted] about his inability to facilitate the Strong Bonds event. CH Squires' actions were the direct result of his restricted status, pursuant to NAMB's tenets and chaplain policy. And, as discussed above, CH Squires' fair and respectful treatment of SGT [Name Redacted] was, even if disparate, not "contrary to federal law or regulation." Quite the opposite. CH Squires' actions under these circumstances are *protected* by federal law and regulation and reflect the dedication to duty that has characterized his entire career. For example, MAJ Ford pointed out that CH Squires treated SGT [Name Redacted] differently than he treated other members of the command when it came to the Strong Bonds event. The different treatment MAJ Ford alleged was the direct result of CH Squires' restrictions as a NAMB-endorsed chaplain. And because CH Squires' adherence to those restrictions is required, his difference in treatment cannot be unlawful under the circumstances.

Therefore, you must disapprove MAJ Ford's findings, conclusions, and recommendations with respect to the allegation that CH Squires violated Army EO policy.

MAJ Ford's finding that CH Squires was derelict in his duties is incorrect

According to MAJ Ford's Report of Investigation, his finding that CH Squires was derelict in his duties has two bases: 1) CH Squires failed to notify the command responsible for the event; and 2) CH Squires failed to notify his technical chain of command regarding a Soldier in need of services he was unable to perform.

But these findings are belied by MAJ Ford's own investigation. In his initial Report of Investigation, MAJ Ford acknowledged that, "after meeting with SGT [Name Redacted], CH Squires had a discussion with CH (LTC) [Richard] Winchester to discuss courses of action if SGT [Name Redacted] did register for the event." And in paragraphs 2v and 2w of his 1 August 2018 Report of Investigation, MAJ Ford again acknowledged that CH Squires met with CH Richard Winchester to "develop[] multiple COAs." Finally, as stated above, CH Squires immediately notified COL Kornburger of his ecclesiastical restriction after discussing the matter with SGT [Name Redacted].

It also appears that MAJ Ford based his dereliction of duty finding on an obscure training vignette derived from the publication "Chaplain Activities in the Post-DOMA Environment." But Under Article 92, UCMJ, in order to be derelict, there must first be an imposed duty. *United States v. Pugh*, 77 M.J. 1 (C.A.A.F. 2017). The cited examples of how such a duty may be imposed include: treaty, statute, regulation, lawful order, standard operating procedure, or service custom. *Id.* A training vignette does not come close to imposing a duty for purposes of Article 92, UCMJ.

Moreover, MAJ Ford conceded that, in the course of his investigation, he determined that the Army Chaplain Corps does not maintain records of whether and how frequently it trains its chaplains, and that there were no known trainings on the treatment of same sex couples in the current fiscal year, resulting in an "absence of formalized training." Such an absence of training thus undermines MAJ Ford's conclusion that CH Squires was derelict in his duties.

It cannot be overstated that it is a legal impossibility for one to be derelict in their duties when they have fully complied with federal law and DOD regulations. Accordingly, MAJ Ford's finding that CH Squires was derelict in his duties is both factually and legally incorrect, and must be disapproved.

Procedural defects and evidence of impermissible bias in the investigation

In addition to the factual and legal errors discussed herein, this entire process has been tainted by the following irreconcilable procedural defects, and MAJ Ford's impermissible anti-religious bias.

First, when MAJ Ford concluded that CH Squires engaged in conduct that violated Article 92, UCMJ—a punitive article—it became his immediate obligation to advise CH Squires of his rights under Article 31b, UCMJ. Yet, there is no evidence in MAJ Ford’s Report of Investigation that he provided any such rights advisement.

Second, during the course of my representation of CH Squires, I was informed on numerous occasions that the Army refused to recognize me as counsel for CH Squires. Despite my assurances that I do, in fact, represent CH Squires, counsel for the Army, a MAJ Justin Nottingham, refused to recognize me as such, and even went so far as to direct detailed military defense counsel to “proceed as if” there were no civilian defense counsel. Such conduct constitutes an interference with the attorney-client relationship, and would typically give rise to a professional responsibility complaint to the offending attorney’s state bar. Much to my shock and surprise, however, when I attempted to notify MAJ Nottingham’s state bar of his unethical conduct, I discovered that he was not a member of the bar in good standing. Thus, the very Army JAG who refused to recognize me as counsel was himself not authorized to practice law under the UCMJ.

Finally, MAJ Ford’s Report of Investigation exhibits impermissible bias in the form of anti-religious hostility. His dubious claim that CH Squires is using the “‘shield’ as a ‘sword’ to cut off the rights of another” appears to be drawn directly from language frequently espoused by outside advocacy groups motivated by a political agenda rather than by mission accomplishment and troop welfare. For example, the People For the American Way (PFAW), who describes itself as a “progressive advocacy organization founded to fight right-wing extremism,” published a 2015 article entitled “Religious Liberty: Shield or Sword.”<sup>3</sup> Similarly, in 2016, Kelley Damerow, former interim Executive Director for the Secular Coalition for America, co-authored an article entitled “Religious Liberty is a Shield and Not a Sword.”<sup>4</sup> MAJ Ford’s choice of words to describe CH Squires and the NAMB denominational beliefs draws obvious and disturbing parallels with those used by PFAW and Ms. Damerow. As a result, there is a substantial likelihood that MAJ Ford manifests an impermissible hostility towards religion—conservative Christianity in particular, perhaps—that has no place in the United States Army.

#### Adverse action is unwarranted and inappropriate

Despite the fact that MAJ Ford recognized there are substantial mitigating factors, coupled with his conclusion that CH Squires’ discrimination was “unintentional,” MAJ Ford nonetheless recommended that CH Squires be subjected to administrative or non-judicial punishment. MAJ Ford then took the outrageous and extraordinary action of opining that CH Squires’ efforts to reach out to SGT [Name Redacted] and explain his limitations were unnecessary and violated Army EO policy. Yet, MAJ Ford appears to

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<sup>3</sup> <http://www.pfaw.org/report/religious-liberty-shield-or-sword/>

<sup>4</sup> [https://www.huffingtonpost.com/harry-knox/post\\_9703\\_b\\_7702140.html](https://www.huffingtonpost.com/harry-knox/post_9703_b_7702140.html)

have intentionally refused to explain how CH Squires' efforts in this regard—efforts to treat SGT [Name Redacted] with professional respect and dignity—violate Army policy.

Any adverse action under these circumstances is unwarranted and unlawful. As explained above, taking adverse action against a chaplain as a result of a refusal to do something contrary to his/her sincerely held religious beliefs violates federal law.

Adverse action is also inappropriate. Despite his erroneous findings and inappropriate recommendations, MAJ Ford recognized that CH Squires had no intent to discriminate. He also recognized that the Army failed to provide clear guidance or training on how to handle these matters. This is reflected in his recommendation that the Army Special Warfare Center and School develop a specific policy to address this situation. Even assuming the law did not protect CH Squires' actions, which it does, it would be a profound miscarriage of justice to punish a Soldier who nevertheless accomplished the mission.

Any adverse action would tarnish the career and reputation of a stellar officer and Soldier. As you are well aware, a reprimand would likely foreclose any opportunity for CH Squires to promote or compete for sought-after assignments.

#### Apparent conflict between Army Equal Opportunity policy and chaplain guidance

MAJ Ford is correct that the Army provides little guidance to commanders and Soldiers who are confronted with competing rights and interests in a diverse, pluralistic 21<sup>st</sup> Century Army. But, as explained herein, the Army *does* provide explicit guidance to chaplains when it comes to strict adherence to the tenets of their ecclesiastical endorsers. AR 165-1 makes clear that chaplains are required to adhere to the religious tenets of their ecclesiastical endorser or they risk losing their endorsement.

Army EO policy rightly protects the right of Soldiers to be free from unlawful discrimination. At the same time, the Army protects the religious liberties of its chaplains. But when an Army EO policy is in apparent conflict with rights that are enshrined in our Constitution, federal law, and DOD policy, the Army EO policy must yield to those superior legal authorities.

Finally, there is no actual conflict between law and policy here. Federal law and Army policy both make clear that chaplains must remain faithful to the tenets of their faith. The failure of a chaplain to do so exposes the chaplain to risk of losing their ecclesiastical endorsement, or worse, violates the aforementioned federal law and policy. And, as discussed above, DOD EO policy only prohibits disparate treatment that is contrary to federal law or regulation. Indeed, CH Squires' actions here are fully protected by *both* federal law and regulation.

#### **Conclusion**



For the foregoing reasons, we respectfully request you take the following actions:

- 1) Disapprove MAJ Ford's finding of unlawful discrimination against CH Squires;
- 2) Unsubstantiate the EO complaint; and
- 3) Ensure that any adverse or unfavorable information relating to the EO complaint is not included in CH Squires' service record.

We continue to desire to resolve this amicably, and I am willing to discuss this matter in person, if necessary. Should you deny this request, however, we are prepared to take the necessary legal actions to vindicate CH Squires' legal rights. I may be reached via e-mail at [mberry@firstliberty.org](mailto:mberry@firstliberty.org).

Sincerely,



Michael Berry  
Deputy General Counsel



August 10, 2018

**Via E-mail**

Colonel William J. Rice  
Commander, Special Warfare Education Group (Airborne)  
United States Army John F. Kennedy Special Warfare Center and School  
3004 Ardennes Street, Stop A  
Fort Bragg, NC 28310-9610

**Subj: Supplemental Matters in Defense Submitted on Behalf of Chaplain, Major Jerry Scott Squires, USA**

Dear Colonel Rice:

This correspondence supplements the Matters in Defense we submitted on behalf of Chaplain (CH) Scott Squires on August 6, 2018. This supplement is necessary because the information and exhibits referenced herein were not made available to us until August 7, 2018. We request that you forward both the matters we submitted on August 6, and the matters submitted herein to Major General (MG) Sonntag for his consideration as the approval authority.

**Summary**

MAJ Ford has either intentionally or negligently omitted a material fact from his Report of Investigation. MAJ Ford's findings and recommendation that CH Squires be found derelict in his duties are predicated on two false premises: MAJ Ford concluded that CH Squires 1) "failed to notify the command;" and 2) "failed to notify his technical chain of command" of the potential conflict. To the contrary, the evidence from MAJ Ford's own investigation shows that CH Squires took reasonable and prudent steps to notify both the command and his senior chaplain of the potential conflict.

**Chaplain Squires Notified Colonel Kornburger**

As explained in our August 6 letter, *within minutes* of meeting with SGT [REDACTED], in person, to explain the restrictions placed upon him by his ecclesiastical endorser, the North American Mission Board (NAMB), CH Squires notified SGT [REDACTED] commander, Colonel (COL) Kornburger. *See* Exhibit A. Thus, MAJ Ford's conclusion that CH Squires failed to notify the command is false.

**Chaplain Squires Notified Chaplain Winchester**

MAJ Ford's Report of Investigation contains a misstatement of material fact: "There is no evidence that Chaplain Squires sought out his Chaplain technical chain of command to discuss the appropriate way to provide for SGT [REDACTED] request . . ." Not

only is this statement materially false, there *is*, in fact, evidence in MAJ Ford's own investigation to the contrary.

In Exhibit U, CH Squires' senior chaplain, CH Winchester, provided a sworn statement to MAJ Ford as part of the investigation:

Q: Did you have any communications with CH Squires . . . regarding the Strong Bonds event prior to 1 Feb?

A: **Yes, 24 or 25 Jan, CH Squires in person had a discussion with me that a same sex person might register . . . CH Squires said he is going to talk to her, and during this they discussed potential COAs to include her in the event.**

It is a factual impossibility for CH Squires to fail to notify his chaplain chain of command when his senior chaplain stated that he notified him, in person, on the same date SGT [REDACTED] registered for the event.

Additionally, in Exhibit W, CH L'Eclair, the chaplain who eventually facilitated the Strong Bonds event in lieu of CH Squires, provided a sworn statement to MAJ Ford as part of the investigation. CH L'Eclair agreed that CH Squires did his duty to notify his command of the potential issue:

Q: What responsibility, if any, did Chaplain Squires have to inform the command, or you, an unrestricted Chaplain, of his inability to provide SGT [REDACTED] services during the scheduled Strong Bonds event prior to meeting with her?

A: No responsibility to tell me. He had a responsibility to tell the command of his perform and provide activities. I don't mean he has to run to the command and say he cant' do it . . . I mean he has a responsibility to do his job, which was to find a resource, me (or whomever), and reschedule. **He did do this. And he can tell the command along the way as he performs his duties. He was responsible in his duties the entire time as I see it.**

MAJ Ford either intentionally or negligently omitted this evidence from his Report of Investigation.

Moreover, CH Winchester and CH L'Eclair each directly contradicted MAJ Ford's finding that CH Squires was derelict in his duties. Recall that MAJ Ford found CH Squires to be derelict because he allegedly did not comply with Chaplain Corps policy regarding courses of action when same-sex couples register for Strong Bonds events that are facilitated by restricted chaplains:

Q: What, if any, policies did the U.S. Army Chaplain Corps adopt with respect to same-sex married couples and chaplains whose endorsement restricted their support to same-sex couples, after the Secretary of Defense published his 13 August 2013, memorandum: Extending Benefits to Same-Sex Couples of Military Members?

**A: There is no acceptable timeline on the amount of time a chaplain has to provide someone who can perform.**

Q: If the U.S. Army Chaplain Corps had policies in place addressing same-sex married couples and chaplains whose endorsement restricted their support to same-sex couples, how did the Chaplain Corps train chaplains in the field on what the policy was?

**A: No policy . . . There has been no particular training on same-sex.**

In her sworn statement, CH L'Eclair states there are no Chaplain Corps policies that prescribe a particular duty when it comes to mitigating same-sex couples who register for Strong Bonds events that are facilitated by restricted chaplains:

**“I am not aware of any policies regarding chaplains whose endorsement restricted their support for same-sex married couples.”**

**“I also understand that a chaplain has a right to minister with religious freedom and is not required to minister outside his or her denominational requirements.”**

**“I recall no specific training, except perhaps a reminder that we are professionals and treat folks with respect.”**

These statements clearly undermine and contradict MAJ Ford's entire factual predicate for his findings, conclusions, and recommendations. As a result, MG Sonntag cannot rely upon MAJ Ford's Report of Investigation when making his determination as the approval authority.

### **Major Ford's Report of Investigation Must be Rejected**

MAJ Ford's intentional decision to omit these material facts from his Report of Investigation demonstrate one of two possibilities:

- 1) MAJ Ford's anti-religious prejudice led him to a predetermined outcome, and he shaped his Report of Investigation to support only that outcome; or

- 2) MAJ Ford performed his investigative duties with a wanton and reckless disregard for the truth, at the expense of a two fellow Soldiers' careers.

MAJ Ford's recommendations, which are based on his findings and conclusions, include potentially career-ending administrative actions or a possible court-martial for violating the UCMJ. Investigating officers are responsible for exercising due diligence and care when performing their investigative duties. In this regard, MAJ Ford has failed to perform his duty. Indeed, one might even conclude that MAJ Ford himself should be found derelict in *his* duties.

Presumably, you will be afforded the opportunity to provide an endorsement when you forward this matter to the approval authority, MG Sonntag. You should provide a negative endorsement, recommending that MG Sonntag disapprove MAJ Ford's findings, conclusions, and recommendations due to his omission of a material fact. It would be improper for MG Sonntag to approve MAJ Ford's Report of Investigation when the investigating officer has misled him regarding material facts. Accordingly, the only just remedy is to disapprove the Report of Investigation in its entirety, and to unsubstantiate the EO complaint.

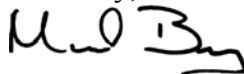
### **Conclusion**

For the foregoing reasons, and the reasons provided in our August 6 Matters in Defense, we respectfully request the following actions:

- 1) Disapproval of MAJ Ford's finding of unlawful discrimination against CH Squires;
- 2) Unsubstantiate the EO complaint; and
- 3) Ensure that any adverse or unfavorable information relating to the EO complaint is not included in CH Squires' service record.

We continue to desire to resolve this amicably, and I am willing to discuss this matter in person, if necessary. Should you deny this request, however, we are prepared to take the necessary legal actions to vindicate CH Squires' legal rights. I may be reached via e-mail at [REDACTED].

Sincerely,



Michael Berry  
Deputy General Counsel

Copy To:  
Senate Armed Services Committee  
House Armed Services Committee