

Helping Military Servicemembers Take Advantage of Civil Protections
How a Private Attorney Can Play a Valuable Role in the War on Terror

**Henry Cornelius
Marsh, Rickard & Bryan, P.C.
St. Clair County Bar Association
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I. Introduction

Five years ago this month, Islamic extremists hijacked four American aircraft and crashed two of them into the World Trade Center in New York City and a third into the Pentagon in the heart of our nation's capital. It is a moment – and a day – none of us will ever forget. That unforgettable day – September 11, 2001 – also marked the beginning of a war against terrorism that continues to this day.

But this war, as President Bush has said and experience made clear, “is a different kind of war.”¹ It requires every citizen to participate and be on guard; it demands more from our intelligence community than ever before; and it requires our traditional armed forces to shift strategies and adapt to a new kind of warfare.

This new kind of war relies heavily on a new kind of military strategy – the Total Force Policy – which envisions the military's Guard and Reserve components as a crucial element of any serious military endeavor.² As a result of this new vision for an all-volunteer force, the current War on Terror represents “the first time since the Vietnam War and creation of the all-volunteer military in 1973 that reserve troops have been asked to stay on active duty for such periods.”³

This new reliance on Guard and Reservists obviously puts enormous pressure on these men and women to help our nation win the War on Terror overseas; but at the same time, it creates new challenges for servicemembers and their families here at home. It is in this arena

¹ President George W. Bush, Address at Veterans of Foreign Wars National Convention (Aug. 22, 2005), available at <http://www.whitehouse.gov/news/releases/2005/08/20050822-1.html>.

²Anthony H. Green, Note, *Reemployment Rights Under the Uniform Services Employment and Reemployment Act (USERRA): Who's Bearing the Cost?*, 37 IND. L. REV. 213, 214 (2003).

³*Id.* quoting Reuters, U.S. Reserves May Stay on Duty for Second Year (Aug. 26, 2002).

where private practice attorneys can provide a tremendous service to active duty and returning soldiers and do their part to support – and help win – the War on Terror.

Since September 11, 2001, Alabama has mobilized and deployed 5,777 personnel to Iraq and Afghanistan as a part of the War on Terror.⁴ This is the fourth largest deployment in the country – trailing only the much larger states of California, Texas and North Carolina.⁵ And of course, these figures represent only the number of Alabama guardsmen involved in the war. Alabama has always had an admirable tradition of military service, and the War on Terror has been no exception. There are countless Reservists and other active duty military personnel who will be returning home after their tours to rebuild their lives and careers here in Alabama.

In many cases, this will be a smooth transition. Across the country and especially here in Alabama, we respect our men and women in uniform. Schools and churches, employers and banks, car dealers and landlords will normally do everything possible to support the military family while one or more of its members fight for our country; they will do the same to help get their lives back on track when they return home.

But it is not always this easy. Imagine a local police officer who has worked for his home town police department for more than two decades. He also serves in the Naval Reserve. And when he's called to service in the Middle East, he answers that call. On his return, instead of a hero's welcome, he finds that his job responsibilities have been reduced, that he has been reassigned to a division of the department far away from home and is now working under a supervisor who seems out to get him. At the same time, he's behind on his mortgage, the bank is threatening to foreclose, and his car has been repossessed.

⁴ Letter from Lt. Col. Robert Horton, Public Affairs Officer, Alabama National Guard (Sept. 11, 2006) (on file with author).

⁵*Id.*

These kind of stories are far too real.⁶ But thankfully, Congress has put protections in place to help military families weather the storm of their debts and obligations when duty calls and shield servicemembers from employment discrimination upon their return home.

Although there is some overlap, the Servicemembers Civil Relief Act (SCRA)⁷ is the primary protection for *active duty* servicemembers and their families. The Uniformed Services Employment and Reemployment Rights Act (USERRA)⁸ ensures that soldiers are reemployed – with appropriate salary, benefit and seniority adjustments – when they return home.

II. SCRA: Civil remedies for repossession, eviction and other torts

A. Historical context

The SCRA is the modern era’s answer to the old Soldiers’ and Sailors’ Civil Relief Act first passed in 1918 during World War I.⁹ Congress completely overhauled the legislation in 2003 and further tweaked it in 2004.¹⁰ It provides numerous protections for active duty military personnel, including full-time officers and enlisted men, on-duty guardsmen and active reservists.¹¹

B. Active-duty assistance from military lawyers

⁶ *See, e.g.*, Wallace v. City of San Diego, No. 03-56552, 2006 U.S. App. LEXIS 21693 (9th Cir. 2006) (wherein a 20-year police detective for the City of San Diego experienced employment issues very similar to the hypothetical above and was ultimately awarded damages of \$256,800).

⁷ 50 U.S.C.S. §§ 501-296 (LEXIS 2006).

⁸ 38 U.S.C.S. §§ 4301-4334 (LEXIS 2006).

⁹ Admin. and Civil Law Dep., The Judge Advocate General’s School, JA 260, The Service Members Civil Relief Act Guide, § 1-1 (March 2006) [hereinafter *SCRA Guide*].

¹⁰ *Id.* at § 1-2.

¹¹ For detailed explanations of which military personnel are covered at which times and under what circumstances, see *id.* at pp. 2-2—2-5.

Many of the protections provided by the Act are aimed at helping servicemembers protect their interests while on active duty, or in other words, while they are actually deployed and fighting for our country. These provisions include protections against default judgments,¹² stays in pending or ongoing civil proceedings¹³ and tolling certain statutes of limitation for the period a servicemember has remained on active duty.¹⁴

Furthermore, the Act includes provisions to ensure that a servicemember does not face double taxation from the state of his domicile and also the state where he has been stationed or called to duty.¹⁵ In much the same manner, the SCRA provides that an active duty servicemember will not lose voting privileges in the state or locale of his residency simply because of reassignment, transfer or activation.¹⁶

¹² 50 U.S.C.S. Appx § 521. For further, more detailed information see SCRA Guide §§ 3-2—3-4. The protection against default judgments applies broadly and requires *every* plaintiff seeking a default judgment in any civil matter to file an affidavit stating whether or not the defendant against whom the judgment is sought is in the military and on active duty. *Id.* If so, then the court is required to stay the proceeding for a minimum of 90 days, essentially for a period long enough to allow the defendant servicemember an opportunity to defend against the suit. *Id.* If a false affidavit is filed, the plaintiff filer is subject to both fines and imprisonment. *Id.* If a default judgment is entered in error against an active-duty servicemember, the SCRA provides a mechanism by which the judgment can be reopened if (1) the servicemember did not originally appear in the case, (2) it can be shown that his military service materially affected his ability to defend the case and (3) it can be shown that he has some kind of meritorious defense. *Id.*

¹³ 50 U.S.C.S. Appx § 522. For further, more detailed information see SCRA Guide § 3-5. In civil proceedings where the servicemember does have notice, i.e., proceedings other than those for default judgment, the SCRA provides for a mechanism by which the court may stay the proceedings for at least 90 days or until the servicemember may participate. *Id.* This provision applies to proceedings where the servicemember is the plaintiff or the defendant. *Id.* Therefore, for example, if the servicemember were involved in litigation over an auto accident and called to duty so that he could no longer participate or make a court date, the SCRA requires the judge to stay the proceeding until he is able to do so. The stay is required when the plaintiff servicemember and his military commander send written notice to the court that his ability to participate in the proceedings is materially affected by current military service obligations. *Id.*

¹⁴ 50 U.S.C.S. Appx § 526. For further, more detailed information see SCRA Guide § 3-9. This is a very broad protection. It basically tolls every single statute of limitations imaginable – except of course involving matters with the IRS – for the period of time a servicemember is on active duty. *Id.* It is an automatic right and does not depend on any measure of material effect. *Id.* It applies to only servicemembers and perhaps their estates, not their family members or dependents. *Id.*

¹⁵ For further, more detailed information see SCRA Guide §§ 5-1—5-5.

¹⁶ For further, more detailed information see *id.* § 5-6.

Perhaps the provision of the SCRA that is most well-known and most often taken advantage of is the provision that allows active servicemembers to have the interest rates on their loans reduced to six percent while they remain on active duty.¹⁷ Essentially, upon written notice from the servicemember, a creditor is required to reduce the interest charged on debts of the servicemember to 6 percent as long as the servicemember remains active.¹⁸ A far reaching protection, any interest above 6 percent is not merely deferred but actually forgiven entirely.¹⁹

Most of these active-duty protections, however, are most commonly and most easily handled by military lawyers, usually Judge Advocate General (JAG) personnel. First of all, the JAG have the experience to handle these matters. And at the same time, they are located on site – a base here at home or a deployment overseas – with the active-duty servicemembers, and therefore, most easily accessible to them. But when those servicemembers return home to find that their rights have been violated – their elderly mother evicted from her home, a car repossessed, their furniture locked in storage under a lien – they would be best served by a private attorney, experienced in civil litigation, who can help them recover appropriate damages and make the offending party pay for violating their rights.

Any attorney attempting to assist a servicemember with anything related to the SCRA should first consult the SCRA Guide, written by the military’s expert lawyers to help both civilian and military attorneys take advantage of the provisions of the SCRA.²⁰

C. Post-active duty civil remedies championed by the private attorney

¹⁷ For further, more detailed information see *id.* § 6-2.

¹⁸ *Id.* § 6-2(b).

¹⁹ *Id.*

²⁰ SCRA Guide, available at <http://www.abanet.org/legalservices/lamp/downloads/SCRAguide.pdf#search=%22ja%20260%20%22servicememb%20civil%20relief%20act%20guide%22%22>.

1. General provisions

Perhaps the provisions of the Act that are the most underutilized can be found in requirements of Title III of the SCRA – where the private civil litigator steps in. These provisions allow active-duty servicemembers certain rights – such as freedom from eviction, repossession and foreclosure – that, if violated by other parties, give those servicemembers the option of pursuing civil causes of action.²¹ These tort actions, in accordance with applicable rules of procedure, can be filed in any state or federal court in the country because the SCRA applies to every court of competent jurisdiction in the United States.²² However, it is important to note that relying on the Act to prove liability does not on its own give rise to federal question jurisdiction.²³ Therefore, without diversity of parties, this could be a potential problem for a plaintiff seeking federal court resolution or a defendant hoping for removal from state court.

In each cause of action created by SCRA Title III, the Act specifically provides that appropriate remedies in a suit based in part on a provision of SCRA Title III may include both consequential and punitive damages,²⁴ and punitive damages certainly have been allowed in these types of cases.²⁵ The important provisions of Title III protect not only the servicemembers themselves, but also extend to their “dependents,” which include a spouse, child or anyone the servicemember has supported for the last six months.²⁶

²¹ For further, more detailed information see *id.* §§4-1—4-10.

²² 50 U.S.C.S. §§ 511, 512(b) (LEXIS 2006); SCRA Guide § 2-6.

²³ SCRA Guide § 2-6 citing, e.g., *Davidson v. Gen. Fin. Corp.*, 295 F. Supp. 878 (D. Ga. 1968).

²⁴ SCRA Guide §§ 4-2—4-9. *See, e.g.*, 50 U.S.C.S. § 535(h)(2) (“The remedy and rights provided under this section are in addition to and do not preclude any remedy for wrongful conversion otherwise available under law to the person claiming relief under this section, including any award for consequential or punitive damages.”)

²⁵ *See, e.g.*, SCRA Guide § 4-3, n.22 citing *Prather v. Clover Spinning Mills, Inc.*, 54 S.E. 529, 535 (1949) (allowing punitive damages in state law action based on previous SSCRA).

²⁶ For further, more detailed information see SCRA Guide § 4-2, n.3.

2. Material effect

In order to rely on most of the rights described in SCRA Title III, the military service in question must have had a material effect on the servicemember's rights or legal standing.²⁷ For example, as it relates to evictions (discussed immediately below), such court proceedings initiated by landlords can only be stayed by the court if it can be proven that the servicemember's "ability to pay the agreed rent is materially affected by military service."²⁸ Therefore, it is likely that in proving a tort against a landlord for unlawful eviction after the fact, in addition to proving the other elements of the cause of action, the plaintiff would also have to prove that the military service had a material effect on the servicemember's ability to pay the rent. In other words, the SCRA does not give soldiers a blank check to avoid their civil and contractual obligations, but only a protection against or remedy for correcting true hardships.

3. Causes of action

a. Eviction

The Servicemembers Civil Relief Act protects servicemembers and their families from eviction while the servicemember remains on active duty.²⁹ As long as the rent on the apartment or house is below a certain threshold – \$ 2,615.16 as of January 2006 – a landlord is prohibited from evicting or attempting to evict the military tenants while a member of the family is on active duty.³⁰ This rent threshold is adjusted annually for inflation.³¹ And this protection from eviction extends beyond residential protections and prevents eviction from commercial property

²⁷ SCRA Guide § 1-4.

²⁸ 50 U.S.C.S. Appx § 531(b)(1).

²⁹ 50 U.S.C.S. Appx § 531; SCRA Guide § 4-3.

³⁰ *Id.*

³¹ *Id.*

if it is the servicemember himself who executed the lease.³² The court does have the authority to order an eviction upon the request of the landlord, but such court orders would be rare.³³ A servicemember who returns home to find that he or a dependent family member has been evicted can hire a private attorney to file suit for him against the landlord in his home state's courts, seeking both compensatory damages— mental anguish, rent paid in another location, etc. — and punitive damages.³⁴ Imagine bringing such a case before a jury: you represent a young soldier, in his hometown, returning home from Iraq, against a landlord who, while the soldier was off fighting, kicked the young man's family out of their apartment.

b. Lease termination

The SCRA, Section 532 allows servicemembers to terminate a lease — of a home or a car — if they are called to active duty, or if on active duty, they are transferred or deployed for more than 90 days.³⁵ This right can also turn into a potential tort if violated by the lessor. For example, suppose a soldier is serving on a base in Alabama. He has just rented a small house for himself near the base. His lease term is one year, and he has paid a security deposit and six months advance rent. Before he can even move in, he receives orders to report to Iraq. He serves notice to cancel the lease, but the landlord refuses to refund the rent. On his return home, a private lawyer could file suit against that landlord to recover the rent, other consequential damages and punitive damages. It is important to note that the provisions governing termination of residential leases differ slightly from those governing termination of auto leases.³⁶

³² *Id.*

³³ *Id.*

³⁴ *Id.*

³⁵ 50 U.S.C.S. Appx § 535. For further, more detailed information see SCRA Guide §§ 4-4, 4-5.

³⁶ *Id.*

Furthermore, this is an absolute right; there is no requirement that the servicemember's ability to meet the terms of the lease be materially affected.³⁷

c. Repossession generally

On the flip side, a lessor may not terminate a lease or any installment contract with a servicemember on active duty. In other words, no one may repossess – without a court order – any real or personal property from an active-duty service member even if that servicemember defaults on the contract.³⁸ This provision, like most in Title III, covers only contracts entered into before the servicemember was called to active duty.³⁹ For example, suppose a Reservist finances a new car for his daughter and is then subsequently called to active duty for a period long enough that payments become too difficult to make. If the bank or financing company were to repossess that vehicle, a private attorney could represent the Reservist and his family in an action against the bank to recover consequential damages and punitive damages.⁴⁰

d. Mortgages

There is a separate provision of the SCRA, very similar to the repossession provisions (discussed immediately above), that deal specifically with mortgages.⁴¹ This section tackles the peculiarities that coincide with home ownership, but essentially works the same as the repossession Section of Title III. It prohibits mortgage foreclosure if the servicemember's military service has had a material effect on his or her ability to make his mortgage payments. Although most servicemembers will be most interested in preventing foreclosure in the first

³⁷ *Id.*

³⁸ 50 U.S.C.S. Appx § 532. For further, more detailed information see SCRA Guide §§ 4-6, 4-8.

³⁹ *Id.*

⁴⁰ *Id.*

⁴¹ 50 U.S.C.S. Appx § 533. For further, more detailed information see SCRA Guide §§ 4-7, 4-8.

place, the remedies available are similar to the remedies discussed above for repossession, and even include the potential for redemption of the home under certain circumstances.⁴²

e. Storage liens

There is also a specific provision related to protecting servicemembers whose property is seized in a mortgage, eviction or storage foreclosure.⁴³ Imagine an Alabama Air National Guardsman called to duty in Iraq. He foresees that he will be deployed for an extended period, so he terminates his lease and puts all his furniture in storage. He is deployed for even longer than he first anticipated, and it becomes difficult for him to make the payments to the storage facility. The facility forecloses and locks up all his belongings. On his return home, they will not give him access, demanding payment. A private attorney can help the returning soldier recover the property and potentially other consequential and punitive damages.

e. Life insurance

Life insurance is one area of the Servicemembers Civil Relief Act that is not found in Title III but is still a potential area for civil litigation by non-military, private practice attorneys. Title IV requires, upon written request by an active-duty servicemember, that the federal government guarantee life insurance premiums while a soldier is on active duty.⁴⁴ This does not mean the government pays the premiums, just that they guarantee payment will be made once the soldier is finished with his active duty assignment. At the same time, Title IV prohibits a life insurance company from cancelling a policy if premiums go unpaid by a servicemember as long

⁴² *Id.*

⁴³ 50 U.S.C.S. Appx § 537. For further, more detailed information see SCRA Guide § 4-9.

⁴⁴ 50 U.S.C.S. Appx § 547. For further, more detailed information see SCRA Guide § 2-10(a).

as they are guaranteed by the government.⁴⁵ When the servicemember returns home, he then has two years from the point his active service ends to make up the premiums so that the policy is continued as if he had been paying all along.⁴⁶ If the policy matures before the premiums have been repaid – in other words, if the soldier is killed in the line of duty – then the life insurance company is required to pay out the proceeds of the policy, even if premiums have been missed, but can deduct from the payout the amount of the unpaid premiums.⁴⁷ There are other provisions of the SCRA, very similar to those in the USERRA (discussed below) that protect private health insurance policies for servicemembers and their families.⁴⁸ Of course, while on active duty, the military provides health benefits. The SCRA and USERRA essentially require that employers reinstate, with no waiting period, the private health plans the servicemembers were insured under before they reported for active duty.⁴⁹

III. USERRA – Civil remedies for employment discrimination

A. Overview and procedure

The Uniformed Services Employment and Reemployment Rights Act was signed into law by President Clinton in 1994 to replace the Veterans' Reemployment Rights law.⁵⁰ The general idea and purpose is to encourage part time participation in the military – the National

⁴⁵ *Id.*

⁴⁶ *Id.*

⁴⁷ *Id.*

⁴⁸ 50 U.S.C.S. Appx § 594. For further, more detailed information see SCRA Guide § 2-10(b).

⁴⁹ *Id.*

⁵⁰ Legal Assistance Branch, Admin. and Civil Law Dep., The Judge Advocate General's School, JA 270, The Uniformed Services Employment and Reemployment Rights Act (USERRA) Guide, p. 2-3 (June 1998) [hereinafter *USERRA Guide*].

Guard and Reserves – by guaranteeing that when soldiers return from active duty their jobs will be there waiting on them.

The procedural requirements for USERRA complaints are less conducive to work by a private practice attorney than those under SCRA. Any USERRA complaint must first be referred to the Veterans' Employment and Training Service (VETS), a division of the Department of Labor.⁵¹ Free of charge to the complaining servicemember, VETS will investigate the complaint,⁵² using its subpoena power if necessary.⁵³ Many, if not most, of the complaints can be resolved with a phone call to the private employer in which VETS personnel explain the requirements of USERRA as it relates to the employer.⁵⁴ At this point, the employer should take action on its own to resolve the situation.⁵⁵ If no resolution can be found, VETS can refer the case to the Office of Special Counsel (for federal employers) or the Attorney General (for local government or private employers) who can choose to pursue the claims free of charge.⁵⁶ If they decline to pursue the case or if the servicemember would prefer private representation, then a private practice attorney can take up the cause at this point.⁵⁷ Unless the attorney represents a federal employee, in which case the claims should be filed with the Merit Systems Protection Board, USERRA claims can only be filed in federal district court.⁵⁸ Under

⁵¹ *Id.* at p. 2-14

⁵² The initial VETS complaint form can be found online at http://www.dol.gov/library/forms/go_us_dol_form.asp?FormNumber=242&OMBNumber=1293_0002.

⁵³ USERRA Guide at p. 2-14..

⁵⁴ *Id.* at p. 215.

⁵⁵ *Id.*

⁵⁶ *Id.*

⁵⁷ *Id.*

⁵⁸ 38 U.S.C. § 4323(c) (2000); USERRA Guide at p. 2-15.

certain circumstances, such as a willful breach or willful discrimination, attorneys fees and specified punitive damages may be available.⁵⁹

B. Protections

1. Reemployment rights

USERRA provides three broad protections to servicemembers. The most well-known and most frequently utilized is the right to reemployment. In general, this provision requires any employer – federal, state and local governments as well as private employers of any size – to give servicemembers their job back when they return home from active duty.⁶⁰ To be eligible for this protection, a client must meet five general criteria: held a civilian job, gave proper notice to the employer before leaving the job, served for less than five years on active duty, been released from service under honorable conditions, and reported back or reapplied for employment in a timely fashion.⁶¹

Of course, the rules for meeting each of these requirements are detailed and complicated. For example, timely reapplication for employment is measured not only by when a returning servicemember reapplies after discharge but how long he has been on duty before his discharge.⁶² The best source of information for any attorney attempting to wade through these

⁵⁹ USERRA Guide at p. 2-15.

⁶⁰ For a detailed description of how to “Get Your Job Back,” see USERRA Guide § 2(E).

⁶¹ USERRA Guide at p. 2-4.

⁶² *Id.* at pp. 2-6—2-8.

provisions is the USERRA Guide, written by the JAG to assist attorneys – military or civilian – in representing servicemen and their families in these kinds of claims.⁶³

Assuming a client meets these five requirements, he or she would then have five basic rights as to reemployment. The first three are straightforward: prompt reinstatement, health insurance and special protection against firing, except for cause (so the employer could not merely rehire the employee to satisfy USERRA and then fire him the next week).⁶⁴ The other four are based on what has become commonly known as the “escalator” principle, first designated as such by the Supreme Court in 1946.⁶⁵ This is the concept, under USERRA, that when the servicemember returns to his civilian work he should occupy the same position, seniority, salary and all other benefits – not of when he left – but as if he had never left at all. The other four of the servicemember’s seven entitlements include accrued seniority, job status as if the soldier had been continually employed in civilian life, other non-seniority benefits and any necessary training or retraining to prepare the servicemember for his or her new job.⁶⁶

2. Health insurance

In addition to the requirement that upon resuming work health insurance, if provided by the employer, be reinstated for both the servicemember and his family, USERRA now provides further protections.⁶⁷ If called to active duty, a servicemember can now elect to continue the

⁶³ USERRA Guide, available at [http://www.louisvillelaw.com/federal/ArmyPubs/JA270ReemploymentRights%20Guide.pdf#search=%22JA%20270%2C%20The%20Uniformed%20Services%20Employment%20%26%20Reemployment%20Rights%20Act%20Guide%20\(June%201998\)%22](http://www.louisvillelaw.com/federal/ArmyPubs/JA270ReemploymentRights%20Guide.pdf#search=%22JA%20270%2C%20The%20Uniformed%20Services%20Employment%20%26%20Reemployment%20Rights%20Act%20Guide%20(June%201998)%22).

⁶⁴ *Id.* at p. 2-8.

⁶⁵ *Fishgold v. Sullivan Drydock & Repair Corp.*, 328 U.S. 275, 284-285 (U.S. 1946) (The returning servicemember “does not step back on the seniority escalator at the point he stepped off. He steps back on at the precise point he would have occupied had he kept his position continuously during the war.”).

⁶⁶ USERRA Guide at p. 2-8.

⁶⁷ *Id.* at pp. 2-11—2-12.

health insurance provided by his private employer while he is on active duty.⁶⁸ If the activation is for 30 days or less, the employee can retain that coverage simply by continuing to pay – for that month – the employee portion of the premium.⁶⁹ If longer than 30 days, the employee/soldier can still elect to keep the coverage for up to five years of service, but can be charged by his civilian employer up to 102 percent of the *entire* premium, including the employer and employee portions.⁷⁰

3. Discrimination

Finally, USERRA prohibits any kind of employment discrimination against anyone currently in the military, veterans and even those who have merely applied to be in some part of the military.⁷¹ For example, this means an employer could not refuse to hire someone as a construction foreman because the employee would have to miss certain Saturdays for Guard training. It is a strong protection because it covers any adverse action taken by the employer against the employee.⁷² Such action is unlawful not just when the employee’s military service is the sole reason for the action, but merely when it is a “motivating factor.”⁷³ To relieve themselves from liability, the employer must prove that the action would have been taken anyway, even if the employee had not been engaged in some kind of military service.⁷⁴

⁶⁸ *Id.*

⁶⁹ *Id.*

⁷⁰ *Id.*

⁷¹ *Id.* at p. 214.

⁷² *Id.*

⁷³ *Id.*

⁷⁴ *Id.*

IV. Conclusion

More and more Reservists and members of the National Guard are called up each month to go and fight for our country overseas. Thankfully, we have important protections here at home to ensure that their lives and the lives of their families are not disrupted any more than they have to be. But sometimes, because of ignorance, apathy or worse, our men and women in uniform will be injured or discriminated against in ways that are unlawful under SCRA and USERRA.

Most of the time, military lawyers can help these heroes put their lives back together. But, that is not always the case. Sometimes, their injury will be so severe – the loss of a house to foreclosure or an employer unwilling to rehire them – that they will need the experience, talent and passion of a private practice attorney to argue their case in a court of law. This area of practice is a growing field as our wars overseas continue and more and more of our sons and daughters spend longer and longer periods fighting overseas. It is an area that more attorneys should learn about and seek experience in.

And it provides a wonderful opportunity to generate work while playing an important and meaningful role in supporting our military and our nation.