

GABROY LAW OFFICES

170 S. Green Valley Pkwy., Suite 280  
Henderson, Nevada 89012  
(702) 259-7777 FAX: (702) 259-7704

1 GABROY LAW OFFICES  
2 Christian Gabroy (#8805)  
3 Steven H. Burke (#14037)  
4 The District at Green Valley Ranch  
5 170 South Green Valley Parkway, Suite 280  
6 Henderson, Nevada 89012  
7 Tel: (702) 259-7777  
8 Fax: (702) 259-7704  
9 christian@gabroy.com  
10 sburke@gabroy.com

7 UNITED STATES DISTRICT COURT

8 DISTRICT OF NEVADA

9 CLAIRE LEE, an individual;

Case No: 2:18-cv-01274

10 Plaintiff,

11 vs.

12 STIPULATION AND ORDER  
13 TO STAY PROCEEDINGS

14 WANG GLOBALNET d/b/a HANMI;  
15 DOES I through X; and ROE Corporations  
16 XI through XX, inclusive,

(First Request)

17 Defendant.

18 STIPULATION AND ORDER TO STAY PROCEEDINGS

19 The parties, by and through their respective counsel of record, hereby submit the  
20 following Stipulation and Order to Stay Proceedings:

21 This matter was originally filed in state court on April 9, 2018. On July 12, 2018,  
22 Defendant timely removed the action to federal court. See ECF No. 1. On August 2,  
23 2018, this Court approved and entered the Joint Proposed Discovery Plan and  
24 Scheduling Order in this matter. See ECF No. 9. On September 6, 2018, the parties  
25 submitted a Stipulation to Request an Early Settlement Conference. See ECF No. 12.  
26 The stipulation was granted and an Order Scheduling Early Neutral Evaluation Session  
27 was entered by the Court scheduling the ENE conference for November 14, 2018. See  
28 ECF No. 15.

1 Wherefore, the parties respectfully request that the Court stay proceedings in this  
2 case up to and including April 1, 2019.

3 DATED: October 3, 2018

DATED: October 3, 2018

4 LEWIS BRISBOIS BISGAARD & SMITH

GABROY LAW OFFICES

5 By: /s/Bruce C. Young

By: /s/Steven H. Burke

6 Bruce C. Young, Esq.  
7 6385 S. Rainbow Blvd., Ste. 600  
8 Las Vegas, NV. 89118  
9 Telephone: 702-893-3383  
10 Fax: 702-893-3789  
11 bruce.young@lewisbrisbois.com  
12 *Attorneys for Defendant*

Steven H. Burke, Esq.  
The District at Green Valley Ranch  
170 S. Green Valley Pkwy. Suite 280  
Henderson, NV. 89012  
Telephone: 702-259-7777  
sburke@gabroy.com  
*Attorneys for Plaintiff*

11 **IT IS HEREBY ORDERED**

12 This matter is stayed up to and including April 1, 2019.

13 Dated: October 11, 2018  
14 \_\_\_\_\_, 2018

15   
16 \_\_\_\_\_  
17 United States Magistrate Judge

# EXHIBIT A

**ENLISTMENT/REENLISTMENT DOCUMENT  
ARMED FORCES OF THE UNITED STATES**

**PRIVACY ACT STATEMENT**

**AUTHORITY:** 5 U.S.C. 3331; 10 U.S.C. 113, 136, 502, 504, 505, 506, 507, 508, 509, 510, 513, 515, 516, 518, 519, 972, 978, 2107, 2107a, 3253, 3258, 3262, 5540, 8252, 8253, 8257, 8258, 12102, 12103, 12104, 12105, 12106, 12107, 12108, 12301, 12302, 12304, 12305, 12405; 14 USC 351, 632; 32 U.S.C. 301, 302, 303, 304; and Executive Order 9397, November 1943 (SSN).

**PRINCIPAL PURPOSE(S):** To record enlistment or reenlistment into the U.S. Armed Forces. This information becomes a part of the subject's military personnel records which are used to document promotion, reassignment, training, medical support, and other personnel management actions. The purpose of soliciting the SSN is for positive identification.

**ROUTINE USE(S):** This form becomes a part of the Service's Enlisted Master File and Field Personnel File. All uses of the form are internal to the relevant Service.

**DISCLOSURE:** Voluntary; however, failure to furnish personal identification information may negate the enlistment/reenlistment application.

**A. ENLISTEE/REENLISTEE IDENTIFICATION DATA**

1. NAME (Last, First, Middle) Lee, Claire Youri		2. SOCIAL SECURITY NUMBER [REDACTED]			
3. HOME OF RECORD (Street, City, County, State, Country, ZIP Code) [REDACTED]		4. PLACE OF ENLISTMENT/REENLISTMENT (Mil. Installation, City, State) LAS VEGAS RPS NORTH LAS VEGAS, NV 89032			
5. DATE OF ENLISTMENT/ REENLISTMENT (YYYYMMDD) 20180925	6. DATE OF BIRTH (YYYYMMDD) [REDACTED]	7. PREV MIL SVC UPON ENL/REENLIST	YEARS	MONTHS	DAYS
		a. TOTAL ACTIVE MILITARY SERVICE	0	0	0
		b. TOTAL INACTIVE MILITARY SERVICE	0	0	0

**B. AGREEMENTS**

8. I am enlisting/reenlisting in the United States (list branch of service) U.S. Army Reserve  
this date for 8 years and 0 weeks beginning in pay grade E04 of which  
3 years and 28 weeks is considered an Active Duty Obligation, and 4 years and  
24 weeks will be served in the Reserve Component of the Service in which I have enlisted. If this is an initial  
enlistment, I must serve a total of eight (8) years, unless I am sooner discharged or otherwise extended by the appropriate  
authority. This eight year service requirement is called the Military Service Obligation. The additional details of my enlistment/  
reenlistment are in Section C and Annex(es) (list name of Annex(es) and describe)  
Annex A

**a. FOR ENLISTMENT IN A DELAYED ENTRY/ENLISTMENT PROGRAM (DEP):**

I understand that I am joining the DEP. I understand that by joining the DEP I am enlisting in the Ready Reserve component of the  
United States (list branch of service) Regular Army for a period not to exceed  
365 days, unless this period of time is otherwise extended by the Secretary concerned. While in the DEP, I understand that I am in  
a nonpay status and that I am not entitled to any benefits or privileges as a member of the Ready Reserve, to include, but not  
limited to medical care, liability insurance, death benefits, education benefits, or disability retired pay if I incur a physical disability. I  
understand that the period of time while I am in the DEP is NOT creditable for pay purposes upon entry into a pay status. However,  
I also understand that the period of time while I am in the DEP is counted toward fulfillment of my military service obligation  
described in paragraph 10, below. While in the DEP, I understand that I must maintain my current qualifications and keep my  
recruiter informed of any changes in my physical or dependency status, qualifications, and mailing address. I understand that I  
WILL be ordered to active duty unless I report to the place shown in item 4 above by (list date (YYYYMMDD)) 20181009  
for enlistment in the Regular component of the United States (list branch of service) Regular Army  
for not less than 3 years and 28 weeks.

**b. REMARKS: (If none, so state.)**

None

c. The agreements in this section and attached annex(es) are all the promises made to me by the Government. **ANYTHING ELSE ANYONE HAS PROMISED ME IS NOT VALID AND WILL NOT BE HONORED.**

(Initials of Enlistee/Reenlistee) CL

(Continued on Page 2)

### C. PARTIAL STATEMENT OF EXISTING UNITED STATES LAWS

#### 9. FOR ALL ENLISTEES OR REENLISTEES:

I understand that many laws, regulations, and military customs will govern my conduct and require me to do things under this agreement that a civilian does not have to do. I also understand that various laws, some of which are listed in this agreement, directly affect this enlistment/reenlistment agreement. Some examples of how existing laws may affect this agreement are explained in paragraphs 10 and 11. I understand that I cannot change these laws but that Congress may change these laws, or pass new laws, at any time that may affect this agreement, and that I will be subject to those laws and any changes they make to this agreement. I further understand that:

a. My enlistment/reenlistment agreement is more than an employment agreement. It effects a change in status from civilian to military member of the Armed Forces. As a member of the Armed Forces of the United States, I will be:

(1) Required to obey all lawful orders and perform all assigned duties.

(2) Subject to separation during or at the end of my enlistment. If my behavior fails to meet acceptable military standards, I may be discharged and given a certificate for less than honorable service, which may hurt my future job opportunities and my claim for veteran's benefits.

(3) Subject to the military justice system, which means, among other things, that I may be tried by military courts-martial.

(4) Required upon order to serve in combat or other hazardous situations.

(5) Entitled to receive pay, allowances, and other benefits as provided by law and regulation.

b. Laws and regulations that govern military personnel may change without notice to me. Such changes may affect my status, pay, allowances, benefits, and responsibilities as a member of the Armed Forces **REGARDLESS** of the provisions of this enlistment/reenlistment document.

#### 10. MILITARY SERVICE OBLIGATION, SERVICE ON ACTIVE DUTY AND STOP-LOSS FOR ALL MEMBERS OF THE ACTIVE AND RESERVE COMPONENTS, INCLUDING THE NATIONAL GUARD.

a. **FOR ALL ENLISTEES:** If this is my initial enlistment, I must serve a total of eight (8) years, unless I am sooner discharged or otherwise extended by the appropriate authority. This eight year service requirement is called the Military Service Obligation. Any part of that service not served on active duty must be served in the Reserve Component of the service in which I have enlisted. If this is a reenlistment, I must serve the number of years specified in this agreement, unless I am sooner discharged or otherwise extended by the appropriate authority. Some laws that affect when I may be ordered to serve on active duty, the length of my service on active duty, and the length of my service in the Reserve Component, even beyond the eight years of my Military Service Obligation, are discussed in the following paragraphs.

b. I understand that I can be ordered to active duty at any time while I am a member of the DEP. In a time of war, my enlistment may be extended without my consent for the duration of the war and for six months after its end (10 U.S.C. 506, 12103(c)).

c. As a member of a Reserve Component of an Armed Force, in time of war or of national emergency declared by the Congress, I may, without my consent, be ordered to serve on active duty, for the entire period of the war or emergency and for six (6) months after its end (10 U.S.C. 12301(a)). My enlistment may be extended during this period without my consent (10 U.S.C. 12103(c)).

d. As a member of the Ready Reserve (to include Delayed Entry Program), in time of national emergency declared by the President, I may, without my consent, be ordered to serve on active duty, and my military service may be extended without my consent, for not more than 24 consecutive months (10 U.S.C. 12302). My enlistment may be extended during this period without my consent (see paragraph 10g).

e. As a member of the Ready Reserve, I may, at any time and without my consent, be ordered to active duty to complete a total of 24 months of active duty, and my enlistment may be extended so I can complete the total of 24 months of active duty, if:

(1) I am not assigned to, or participating unsatisfactorily in, a unit of the Ready Reserve; and

(2) I have not met my Reserve obligation; and

(3) I have not served on active duty for a total of 24 months (10 U.S.C. 12303).

f. As a member of the Selected Reserve or as a member of the Individual Ready Reserve mobilization category, when the President determines that it is necessary to augment the active forces for any operational mission or for certain emergencies, I may, without my consent, be ordered to active duty for not more than 365 days (10 U.S.C. 12304). My enlistment may be extended during this period without my consent (see paragraph 10g).

g. During any period members of a Reserve component are serving on active duty pursuant to an order to active duty under authority of 10 U.S.C. 12301, 12302, or 12304, the President may suspend any provision of law relating to my promotion, retirement, or separation from the Armed Forces if he or his designee determines I am essential to the national security of the United States. Such an action may result in an extension, without my consent, of the length of service specified in this agreement. Such an extension is often called a "stop-loss" extension (10 U.S.C. 12305).

h. I may, without my consent, be ordered to perform additional active duty training for not more than 45 days if I have not fulfilled my military service obligation and fail in any year to perform the required training duty satisfactorily. If the failure occurs during the last year of my required membership in the Ready Reserves, my enlistment may be extended until I perform that additional duty, but not for more than six months (10 U.S.C. 10148).

**11. FOR ENLISTEES/REENLISTEES IN THE NAVY, MARINE CORPS, OR COAST GUARD:** I understand that if I am serving on a naval vessel in foreign waters, and my enlistment expires, I will be returned to the United States for discharge as soon as possible consistent with my desires. However, if essential to the public interest, I understand that I may be retained on active duty until the vessel returns to the United States. If I am retained under these circumstances, I understand I will be discharged not later than 30 days after my return to the United States; and, that except in time of war, I will be entitled to an increase in basic pay of 25 percent from the date my enlistment expires to the date of my discharge.

**12. FOR ALL MALE APPLICANTS:** Completion of this form constitutes registration with the Selective Service System in accordance with the Military Selective Service Act. Incident thereto the Department of Defense may transmit my name, permanent address, military address, Social Security Number, and birthdate to the Selective Service System for recording as evidence of the registration.

(Initials of Enlistee/Reenlistee) CL

NAME OF ENLISTEE/REENLISTEE (Last, First, Middle) Lee, Claire Youri	SOCIAL SECURITY NO. OF ENLISTEE/REENLISTEE [REDACTED]
--	--

**D. CERTIFICATION AND ACCEPTANCE**


13a. My acceptance for enlistment is based on the information I have given in my application for enlistment. If any of that information is false or incorrect, this enlistment may be voided or terminated administratively by the Government or I may be tried by a Federal, civilian, or military court and, if found guilty, may be punished.

I certify that I have carefully read this document, including the partial statement of existing United States laws in Section C and how they may affect this agreement. Any questions I had were explained to my satisfaction. I fully understand that only those agreements in Section B and Section C of this document or recorded on the attached annex(es) will be honored. I also understand that any other promises or guarantees made to me by anyone that are not set forth in Section B or the attached annex(es) are not effective and will not be honored.

b. SIGNATURE OF ENLISTEE/REENLISTEE 	c. DATE SIGNED (YYYYMMDD) 20180925
--	---------------------------------------

**14. SERVICE REPRESENTATIVE CERTIFICATION**

a. On behalf of the United States (list branch of service) U.S. Army Reserve, I accept this applicant for enlistment. I have witnessed the signature in item 13b to this document. I certify that I have explained that only those agreements in Section B of this form and in the attached Annex(es) will be honored, and any other promises made by any person are not effective and will not be honored.

b. NAME (Last, First, Middle) Fields, Alexander E	c. PAY GRADE E07	d. UNIT/COMMAND NAME LAS VEGAS RPS
e. SIGNATURE 	f. DATE SIGNED (YYYYMMDD) 20180925	g. UNIT/COMMAND ADDRESS (City, State, ZIP Code) NORTH LAS VEGAS, NV 89032

**E. CONFIRMATION OF ENLISTMENT OR REENLISTMENT**

**15. IN THE ARMED FORCES EXCEPT THE NATIONAL GUARD (ARMY OR AIR):**


I, Claire Youri Lee, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; and that I will obey the orders of the President of the United States and the orders of the officers appointed over me, according to regulations and the Uniform Code of Military Justice. So help me God.

**16. IN THE NATIONAL GUARD (ARMY OR AIR):**

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the State of \_\_\_\_\_ against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; and that I will obey the orders of the President of the United States and the Governor of \_\_\_\_\_ and the orders of the officers appointed over me, according to law and regulations. So help me God.

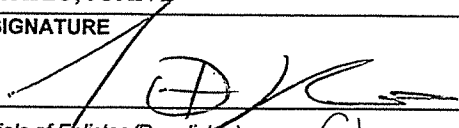
**17. IN THE NATIONAL GUARD (ARMY OR AIR):**

I do hereby acknowledge to have voluntarily enlisted/reenlisted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ in the \_\_\_\_\_ National Guard and as a Reserve of the United States (list branch of service) \_\_\_\_\_ with membership in the \_\_\_\_\_ National Guard of the United States for a period of \_\_\_\_\_ years, \_\_\_\_\_ months, \_\_\_\_\_ days, under the conditions prescribed by law, unless sooner discharged by proper authority.

18.a. SIGNATURE OF ENLISTEE/REENLISTEE 	b. DATE SIGNED (YYYYMMDD) 20180925
---	---------------------------------------

**19. ENLISTMENT/REENLISTMENT OFFICER CERTIFICATION**

a. The above oath was administered, subscribed, and duly sworn to (or affirmed) before me this date.

b. NAME (Last, First, Middle) ROSARIO, JUAN D	c. PAY GRADE O03	d. UNIT/COMMAND NAME LAS VEGAS COMPANY
e. SIGNATURE 	f. DATE SIGNED (YYYYMMDD) 20180925	g. UNIT/COMMAND ADDRESS (City, State, ZIP Code) NORTH LAS VEGAS, NV 89032
(Initials of Enlistee/Reenlistee) <u>CL</u>		

APPLICANT COPY

**CONGRATULATIONS! A SUCCESSFUL RESERVATION WAS COMPLETED FOR**

NAME: LEE CLAIRE YOURI

SSN: [REDACTED]

JOB: 27D1000YY

TITLE: PARALEGAL SPECIALIST

TERM: 3 YEARS 28 WEEKS

OPTION: 3  
ASSOC. OPTION: 270

TITLE:  
TITLE: US ARMY SEASONAL BONUS (HIGH PRIORITY SEAT), I-IIIA  
TOTAL BONUS AMOUNT: 16000

FIRST UNIT OF ASSIGNMENT: UNCM

EXPECTED ARRIVAL DATE:

DEP SWEAR-IN DATE:

REPORT TO THE MEPS FOR TRANSPORTATION TO YOUR TRAINING LOCATION ON 20181009.

WHILE SPECIFIC TRAINING LOCATIONS ARE NOT GUARANTEED. YOU ARE TENTATIVELY SCHEDULED TO RECEIVE THE FOLLOWING TRAINING:

TYPE	LOCATION	START DATE	LENGTH WKS	LENGTH DAYS
BT	JACKSON	20181015	11	4
AIT	LEE	20190114	10	4

TOTAL TRAINING LENGTH is 22 WEEKS AND 1 DAYS.

IN ORDER FOR YOUR RESERVATION TO REMAIN VALID YOU MUST REMAIN MORALLY AND PHYSICALLY QUALIFIED FOR ENLISTMENT. PLEASE REPORT ANY CHANGES THAT AFFECT YOUR STATUS TO YOUR RECRUITER IMMEDIATELY.

TEMPORARY RESERVATION DATE:

PERMANENT RESERVATION DATE: 20180925 17:03:51

DEP VERIFICATION DATE:

ENLIST VERIFICATION DATE:

SHIP VERIFICATION DATE:

ARRIVAL VERIFICATION DATE:

**SHIP REMARKS**

[Job Quals](#) [Reservation Report Letter](#) [Print All](#)

**STATEMENT FOR ENLISTMENT  
UNITED STATES ARMY ENLISTMENT PROGRAM  
U.S. ARMY DELAYED ENLISTMENT PROGRAM**  
For use of this form see AR 601-210; the proponent agency is DCS G1.  
DATA REQUIRED BY THE PRIVACY ACT OF 1974

**AUTHORITY:** Title 10, United States Code. Section 275 Executive Order 9397.

**PRINCIPAL PURPOSE:** Basic form used to record contractual obligations to enlistees. Guarantees and annexes enlistment contract.

**ROUTINE USES:** This form becomes a part of the Army Military Human Resource Record. All uses of this form are internal to the United States Army.

**DISCLOSURE:** Disclosure of the Social Security Number: (SSN) and other personal information is voluntary. However failure to provide the required information may result in denial of enlistment or reenlistment.

1. ACKNOWLEDGMENT: In connection with my enlistment in the Regular Army. I hereby acknowledge that:

- a. My enlistment in the U. S. Army Reserve obligates me to a total of 8 years' service in the U. S. Armed Forces, including service in the Reserve Components, unless sooner discharged by proper authority. Fulfillment of this obligation begins on the date of enlistment into the Delayed Entry Program (Future Soldier Training Program).
- b. I will be assigned to the U. S. Army Reserve Control Group (Delayed Entry). During which time I will be in a non-pay status and will not be authorized to participate in any Reserve training.
- c. I volunteer to serve in the Regular Army for 3 years and 28 weeks. Such period to begin within 13 days unless I am granted further delay by proper authority.

2. Upon enlistment into the Regular Army. I will be enlisted under the provisions of Army Regulation (AR) 601-210. Program or programs as indicated below:

<u>PROGRAM</u>	<u>TITLE</u>	<u>REQUEST OPTION</u>
9A	United States ARMY Training Enlistment Program(UNCM)	03
9C	United States ARMY Incentive Enlistment Program(US ARMY SEASONAL BONUS (HIGH PRIORITY SEAT), I-III A)	270

**Cash Bonus Incentives:**

270 - US ARMY SEASONAL BONUS (HIGH PRIORITY SEAT), I-III A amount \$16,000

I have been assured of attending the School course for:

MOS:27D Paralegal Specialist



Skill Level: 1

SQI: O No Special Qualifications

ASI: 00 Default Code

Language: YY None

- a. I certify that I have read and understand the applicable information in AR 601-210 for the Enlistment Program(s) I am enlisting for.
- b. I have provided complete, detailed, and accurate background information in regards to my controlled drug and alcohol use, financial, moral, and physical history. This information will be used to determine my eligibility for the necessary security clearance if required by MOS, option, and/or duty assignment in connection with my enlistment. I understand that if it is determined that I have knowingly failed to reveal information at the time of my enlistment, or I have significant derogatory information, which results in my inability to receive an interim or final security clearance within 120 days from the submission date of my request for a clearance, I may be reclassified based on the needs of the Army or processed for discharge.
- c. I understand my acceptance for the enlistment option (s) specified in my contract is contingent upon the results of a thorough security screening if found unacceptable, I may be allowed to choose another option for which I am qualified or request separation.
- d. I understand that the bonus amount is a combination of the bonuses listed in paragraph 2 of this annex. Total amount of all combined bonuses is \$16000 as authorized by Headquarters, Department of the Army (HQDA) incentives message effective.
- e. I understand that this bonus amount cannot exceed \$10,000 for a two year term of service, \$20,000 for a three year term of service, \$25,000 for a four year term of service, \$30,000 for a five year term of service, and \$40,000 for a six year term of service. Initial payment of my bonus will not exceed \$10,000 upon completion of contracted MOS training and arrival at my first duty station. The remaining bonus amount will be paid in equal anniversary payments across the remainder of my enlistment contract. I understand that if I fail to complete my initial term of service in the incentivized MOS in which I was contracted due to my own misconduct, performance or reasons other than the needs of the Department of the Army, resulting in failure to attain the bonus MOS, my bonus eligibility will be terminated and any unearned amount received will be subject to recoupment including Airborne, ACASP and Seasonal bonuses, IAW AR 601-280. I further understand that my eligibility to receive Non MOS related incentives such as HIGRAD bonus, 8 year MSO (option 800) bonus or (SENIOR DELAYED SHIP BONUS (Incentive 502)), remains intact providing I remain otherwise eligible and complete my first term of Army contracted service.
- f. I further acknowledge and understand that my incentive(s) is subject to the following conditions:
  - (1) Should I fail to satisfactorily complete the AIT or OSUT, I will be trained in another MOS or CMF and require to complete my term of enlistment based upon the needs of the Army, forfeiting any entitlement of the Cash Bonus or Loan Repayment Program (LRP).
  - (2) I will lose entitlement to the incentive above if I fail to successfully complete training (including academic failure) and awarded the MOS I have enlisted for.
  - (3) I must stay qualified in my incentive MOS for the duration of my initial enlistment, unless otherwise directed by Headquarters, Department of the Army. Change of MOS due to normal career progression is authorized.
- g. I have been advised that my enlistment into the Army will entitle me to choose certain educational benefits, specifically either the Montgomery GI Bill or the Post 9-11 GI Bill. I understand that I must disenroll from the Montgomery GI Bill and will not begin earning benefits for the Post 9/11 GI Bill until I complete three years of active duty should I elect the LRP. If I fail to complete the disenrollment portion of the DD Form 2366, I will not be eligible for the LRP and will become automatically enrolled in the Montgomery GI Bill. I understand that I will be further briefed during my in-processing at the U.S. Army Reception Battalion, and at that time I will be afforded the opportunity to enroll in the Montgomery GI Bill program, after I

have been provided a briefing on the GI Bill entitlements. I further understand that this briefing will address the individual payroll contribution for the Montgomery GI Bill, length of service requirements and transferability of benefits to other family members for the Post 9-11 GI Bill, and monthly benefits once I reach eligibility status (Only the Department of Veterans Affairs can determine eligibility and exact monthly benefits).

- (1) If I fail to complete my term of enlistment and separation or discharge was at the convenience of the government, I must complete at least 20 months if my initial term was less than 3 years and at least 30 months if 3 or more years. This applies to the MGIB or Post 9/11 GI Bill.
  - (2) If I receive a commission in the Armed Forces either by graduating from the U.S. Military, Naval, Air Force, or Coast Guard Academy, or by completing the program of educational assistance under the Reserve officer Training Corps (ROTC) Scholarship program, I will lose my eligibility for the MGIB or Post 9/11 GI Bill.
- h. I have provided my recruiter and guidance counselor all information required on my application for enlistment. I certify that I have read and fully understand the contents of this form and that no one has told me to conceal any information. I further state that all of the documents such as my birth certificate, high school or college transcripts, diplomas, social security card, or other documents in my enlistment or appointment packet are mine and were not falsified. It is prohibited to have anyone assist me in taking the Armed Services Vocational Aptitude Battery (ASVAB). I certify that no one has given me any answers to the test questions and that the scores I achieved were through my own efforts and I received no assistance taking the ASVAB.
- (1) I am aware that I must reveal all criminal offenses, cases, and arrests to include juvenile and those charges that have been expunged, dismissed, set aside, or not prosecuted. I must reveal all responsibilities I have with respect to children or spouse. I must reveal all prior military service.
  - (2) I have not concealed any medical information, nor have I been told by anyone (judge, lawyer, any Army personnel, family, friends, etc.) that you do not have to list a charge because the charge(s) were dropped, dismissed, not filed, expunged, stricken from the record or were juvenile related. I further state that if anyone has told me to conceal, omit from my application, or falsify any information I must report any misconduct on anyone's part that is involved with my recruiting process immediately to the recruiting battalion executive officer.
  - (3) That no person has advised me to conceal any information with respect to my enlistment.
3. I understand that in the event the Secretary of the Army determines for military necessity of national interest members be available for immediate assignment/reassignment any guarantees contained in this agreement may be terminated. Under these conditions I may be assigned or reassigned according to the needs of the Army.

#### 4. EXCEPTIONAL FAMILY MEMBER PROGRAM

- a. I understand that the assignment location for which I have enlisted is subject to change if either my spouse or dependent child (ren) are enrolled in the Exceptional Family Member Program (EFMP) for medical reasons, meaning that one or more of my family members require medical treatment that may not be available at all military medical treatment facilities (MTF). I further understand that if my original assignment option is changed due to that installation's MTF not being able to provide the proper care for my family member(s), I will be assigned to another installation where proper medical care is available, based on the Army's need for a Soldier of my MOS and rank at that installation.
- b. I understand that if I have not enlisted for a guaranteed assignment and either my spouse or dependent child(ren) are enrolled in the EFMP, my future assignment(s) will be determined based on availability of proper medical care for my family member(s) and the needs of the Army.

#### 5. PRE-BASIC COMBAT TRAINING (BCT) PHYSICAL TRAINING (PT) PROGRAM

- a. I understand and acknowledge that I am required to take an initial Physical Fitness Assessment (PFA) after enlistment and based on my initial assessment, my recruiter will enroll me in a self-paced Pre-One Station Unit Training (OSUT) Physical

Training Program. I understand and acknowledge that as a member of the Army or Army Reserve, my participation in the PT program is voluntary; however, it is highly encouraged to ensure success. The following requirements for a passing PFA are at a minimum; 13 pushups for males, 3 pushups for females, 17 sit ups for males and females and one mile run in 8:30 minutes for males and 10:30 minutes for females.

#### 6. UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT NOTICE

- a. You have the right to be reemployed in your current civilian job if:
- (1) You leave that job to perform duty in any uniformed service; and,
  - (2) You provide your employer advance written or verbal notice of your service obligation; and,
  - (3) Your absence from work by reason of military service does not exceed five years (some exceptions exist); and,
  - (4) You return to work or apply for reemployment in a timely manner after conclusion of service; and,
  - (5) You have not been separated from service with a disqualifying discharge or under less than honorable conditions.
- b. For assistance in filing a complaint, or for any other information on USERRA, contact VETS at 1-866-4-USA-DOL or visit its website at <http://www.dol.gov/vets>. An interactive online USERRA Advisor can be viewed at <http://www.dol.gov/elaws/userra.htm>.

#### 7. SURE PAY:

- a. As part of my enlistment contract, I hereby acknowledge and agree that I have the duty and responsibility, to establish and maintain an account with a U.S. financial institution such as a bank, savings and loan, or credit union for the direct deposit/receipt of my Army net pay and allowances. I will have in my possession a completed direct deposit form from a financial institution, an ATM Card and or checks prior to shipping to access funds during training.
- b. I understand I may freely choose or change U. S. financial institutions to satisfy this requirement. I understand that I will continue to have the duty and responsibility to maintain such an account for direct deposit/receipt of my Army net pay and allowances so long as I remain in service, unless I receive a specific exemption from this requirement from the Army. I understand that failure to establish and maintain an account as described above, in the absence of a specific exemption, may subject me to administrative action and/or disciplinary action under the Uniform Code of Military Justice (UCMJ) or state military code.

#### 8. Blended Retirement System (BRS):

- a. The BRS blends a 20-year cliff-vested defined benefit annuity, similar to the existing Uniformed Services legacy retirement systems, with a defined contribution plan that allows Service members to contribute to a Thrift Savings Plan (TSP) account with government automatic and matching contributions.
- b. I understand that all members of the Uniformed Services who have a Date of Initial Entry into Military Service (DIEMS) or Date of Initial Entry into Uniformed Services (DIEUS) on or before December 31, 2017, remain covered by their previous retirement plan until such time as they elect to enroll in the BRS, which must be accomplished by December 31, 2018, if eligible to do so.

#### 9. ALCOHOL AND DRUG ABUSE:

- a. I understand that the Army's policy on alcohol and drug abuse is that the Army must prevent alcohol and drug abuse in order to perform its mission to defend the United States, to ensure its combat readiness, and to protect the health and welfare of its Soldiers. I understand that service in the United States Army places me in a position of special trust and responsibility. Any drug abuse by Soldiers of the United States Army is against the law, violates Army standards of behavior and duty

performance, and will not be tolerated. Alcohol abuse involving criminal acts or conduct detrimental to the Army or good order and discipline will also not be tolerated. The illegal use of narcotics, or prescription drugs, or any use of marijuana or other illegal substances by Soldiers can lead to criminal prosecution and/or discharge under other than honorable conditions. If I am identified for either alcohol or drug abuse, including the use or possession of marijuana, appropriate disciplinary and/or administrative action may be taken against me. This may include trial by court-martial or administrative separation from the Army.

- b. I understand that certain MOSs in the Army cannot be performed by persons who have used marijuana or other drugs. If it is established that I have used drugs or marijuana and that usage disqualifies me for the MOS for which I entered the Army or have been awarded, I may be reclassified into another MOS based on the needs of the Army.

#### 10. RELIGIOUS PRACTICE ACCOMMODATION:

- a. The Army places a high value on the rights of its Soldiers to observe the tenets of their respective religions or to observe no religion at all.
- b. The Army will approve requests for accommodation of religious practices unless accommodation will have an adverse impact on unit readiness, individual readiness, unit cohesion, morale, good order, discipline, safety, and/or health. These factors are referred to individually and collectively as "military necessity."
- c. Religious accommodations for Grooming and Appearance;
- (1) Procedures for requesting accommodation of religious practices are contained in AR 600-20 (Army Command Policy). Army uniform wear, personal appearance, and grooming standards are contained in AR 670-1 (Wear and Appearance of Army Uniforms and Insignia). Immunization policy is contained in AR 40-562 (Immunizations and Chemoprophylaxis for the Prevention of Infectious Diseases). Only requests for uniform and grooming accommodations may be acted on prior to enlistment.
  - (2) By signing this enlistment annex, I understand that if I currently desire any type of accommodation for uniform and/or grooming, my request for that accommodation must be submitted by me to the approval authority and I must receive a final decision on my request prior to entering the Delayed Entry Program or accessing into the Reserve Components of the Army. I understand that if I have not submitted a desired request or have not received a final decision on my request, my processing will be terminated immediately and I will not be allowed to continue processing or participate in the swearing-in ceremony until my request has been submitted and a decision has been received from the approval authority. I further understand that if I submitted a request and received a final decision, that I accept the decision and am choosing to continue processing for enlistment. If my request was approved, I understand I am authorized the accommodation as stated in the approval document. If my request was disapproved, I understand that I must fully comply with Army policy on uniform, personal appearance, and personal grooming standards for non-accommodated Soldiers when I report to Initial Entry Training, Initial Active Duty for Training, or to my first unit of assignment. I understand that if I do not currently desire a religious accommodation, I may still submit a request at any time during my service, but that the Army cannot guarantee approval of religious accommodation requests and I must fully comply with Army policy for non-accommodated Soldiers unless a request is approved. Finally, I understand that religious accommodations may be revoked, modified, or suspended based on military necessity.
- d. Religious accommodation for Immunizations;
- (1) Procedures for requesting accommodation of immunization exemption is in a current USAREC Message. Immunization policy is contained in AR 40-562 (Immunizations and Chemoprophylaxis for the Prevention of Infectious Diseases).
  - (2) By signing this enlistment annex, I understand that if I currently desire any type of accommodation for immunization exemption, my request for that accommodation can be submitted after entry in the Delayed Entry Program. The accommodation request may only be approved by the Office of the Surgeon General (OTSG). A final decision must be received prior to shipping to training or to first unit of assignment. I understand that if I have not submitted a desired request or have not received a final decision on my request, I will not be allowed to continue to process, ship to training

or participate in the swearing in ceremony until my request has been submitted and a decision has been received from the approval authority. I further understand that if I submitted a request and received a final decision, that I accept the decision and am choosing to ship to training or first unit of assignment. If my request was approved, I understand I am authorized the accommodation as stated in the approval document. If my request was disapproved, I understand I must fully comply with Army policy on required immunizations. I understand that if I do not currently desire a religious accommodation of immunization exemption, I may still submit a request at any time during my service, but that the Army cannot guarantee approval of religious accommodation of immunization exemption requests and I must fully comply with Army policy for non-accommodated Soldiers unless a request is approved. Finally, I understand that religious accommodations may be revoked, modified, or suspended based on military necessity.

#### 11. THE ARMY BODY COMPOSITION PROGRAM: (ABCP)

- a. I understand that initial entry weight and Body fat percentage are governed by the standards of AR 40-501 (Standards of Medical Fitness). I further understand that after entry Soldiers are required to meet retention body fat standards which are governed by Army Regulation 600-9 (The Army Body Composition Program) and are less than allowable enlistment body fat standards. I understand that:
- (1) Army Regulation 600-9 (The Army Body Composition Program) contains body fat standards which I will be required to meet after entry into Active Army, Army Reserve, or Army National Guard.
  - (2) Soldiers have 6 months from date of entry into the Active Army, Army Reserve, or Army National Guard to meet the body fat standards of Army Regulation 600-9. Soldiers who fail to meet these standards at that time will be entered in the Army Weight Control Program, which may adversely impact the ability to be promoted, receive awards and attend military schools.
- b. I understand that I may access the Army Body Composition Program policy for further review at URL <http://www.apd.army.mil/pdffiles/r600-9.pdf>.

#### 12. SEXUAL HARASSMENT:

- a. The U.S. Army will not condone any person who violates the rights of; or discriminates against; any person because of their gender. Further, I understand that:
- (1) Sexual harassment is a form of gender discrimination that involves unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of a person's job, pay, or career;
  - (2) Submission to or rejection of such conduct by a person is used as a basis for career or employment decisions affecting that person; or such conduct interferes with an individual's performance or creates an intimidating, hostile, or offensive environment.
  - (3) Any Soldier or Civilian employee in a supervisory or command position who uses or condones implicit or explicit sexual behavior to control, influence, or affect the career, pay, or job of another Soldier or Civilian employee is engaging in sexual harassment. Who makes deliberate or repeated unwelcome verbal comments, gestures, or physical contact of a sexual nature is engaging in sexual harassment. Sexual harassment is not limited to the workplace, can occur at almost any place, and violates acceptable standards of integrity and impartiality required of all Army personnel. It interferes with mission accomplishment and unit cohesion. Such behavior by Soldiers or Army Civilians will not be tolerated.
  - (4) I fully acknowledge that I have the duty and responsibility to report immediately any violation of the above stated policy. In addition, I acknowledge that I am aware of the Army policy stated above and any violation could be grounds for adverse action or criminal charges under the UCMJ. If a violation of the above policy occurs while I am a member of the Delayed Entry/Training Program (Future Soldier Training Program), I may contact the battalion executive officer or commander at (801) 974-9515 .

- b. The U.S. Army has zero tolerance for conduct or behavior that violates the policy stated above.
- c. The Army policy stated above may be found in Army Regulation 600-20, Army Command Policy.

### 13. PROHIBITED ACTIVITIES:

- a. I understand that the U.S. Army strictly prohibits any social activity of a personal, unofficial nature between U.S. Army Recruiting Command personnel and members of the Delayed Entry Program (Future Soldier Training Program). Prohibited activities include:
  - (1) Any type of romantic or sexual conduct.
  - (2) Sharing of lodging.
  - (3) Sharing of a personal vehicle.
  - (4) Drinking of alcoholic beverages.
  - (5) Personal employment, such as babysitting and maintenance work.
  - (6) Exchange of money; to include loaning, giving, receiving, borrowing or gambling.
  - (7) Exchange of personal property; to include selling, purchasing, leasing, giving, receiving, loaning, and borrowing.
- b. I understand that Future Soldier (Delayed Training) Program functions are official in nature and are not considered personal, social activity; therefore, the above rules still apply to those functions.
- c. I understand that if I become aware of any recruiting personnel violating any of these rules, I will report it immediately to the battalion executive officer whose telephone number is: (801) 974-9515 .
- d. I understand that between recruiting personnel and Future Soldiers there will be no sex, no dating, no sleepovers, no sharing of property, no drinking of alcohol, no financial deals, no improper touching, no profane language, no verbal sexual suggestions, and no sexual harassment.

### 14. PARTICIPATION IN EXTREMIST ORGANIZATIONS OR ACTIVITIES:

- a. Participation in extremist organizations and activities by Army personnel is inconsistent with the responsibilities of military Service. It is the policy of the United States Army to provide equal opportunity and treatment for all Soldiers without regard to race, color, religion, gender, or national origin. Enforcement of this policy is a responsibility of command, is vitally important to unit cohesion and morale, and is essential to the Army's ability to accomplish its mission. It is the commander's responsibility to maintain good order and discipline in the unit. Every commander has the inherent authority to take appropriate actions to accomplish this goal. This paragraph identifies prohibited actions by Soldiers involving extremist organizations, discusses the authority of the commander to establish other prohibitions, and establishes that violations of prohibitions contained in this paragraph or those established by a commander may result in prosecution under various provisions of the Uniform Code of Military Justice (UCMJ).
  - (1) Participation. Military personnel must reject participation in extremist organizations and activities. Extremist organizations and activities are ones that advocate racial, gender, or ethnic hatred or intolerance; advocate, create, or engage in illegal discrimination based on race, color, sex, religion, or national origin; advocate the use of or use force or violence or unlawful means to deprive individuals of their rights under the United States Constitution or the laws of the United States or any State; or advocate or seek to overthrow the Government of the United States, or any State by unlawful means.
  - (2) Prohibitions. Soldiers are prohibited from the following actions in support of extremist organizations or activities.

Penalties for violation of these prohibitions include the full range of statutory and regulatory sanctions, both criminal (Uniform Code of Military Justice (UCMJ)) and administrative;

- (3) Participating in a public demonstration or rally;
- (4) Attending a meeting or activity with knowledge that the meeting or activity involves an extremist cause when on duty, when in uniform, when in a foreign country (whether on- or off-duty or in uniform), when it constitutes a breach of law and order, when violence is likely to result, or when in violation of off-limits sanctions or a commander's order;
- (5) Fund-raising;
- (6) Recruiting or training members (including encouraging other Soldiers to join);
- (7) Creating, organizing, or taking a visible leadership role in such an organization or activity; or
- (8) Distributing literature on or off a military installation the primary purpose and content of which concerns advocacy or support of extremist causes, organizations, or activities and it appears that the literature presents a clear danger to the loyalty, discipline, or morale of military personnel, or if the distribution would materially interfere with the accomplishment of a military mission.

b. I acknowledge that I have read and fully understand the Army's policy regarding a Soldier's participation in extremist organizations or activities. If I request, a complete copy of AR 600-20, paragraph 4-12, will be provided to me.

#### 15. UNIFORM AND APPEARANCE:

a. I acknowledge that I have been informed of the U.S. Army uniform and appearance policy. I understand that:

- (1) AR 670-1 (Wear and Appearance of Army Uniforms and Insignia) contains personal appearance policies which I will be required to comply with. Soldiers are expected to maintain good daily hygiene and wear their uniform so as not to detract from an overall military appearance.
- (2) I have been informed that provisions of AR 670-1 as it applies to personal appearance include specific policy with regard to tattoos and brands.
- (3) The current policy is as follows:
  - (a.) Tattoo or brand, regardless of subject matter, are prohibited on the head, face (except for permanent makeup, as provided in AR 670-1 paragraph 3-2b(2)), neck (anything above the t-shirt neckline to include on/inside the eyelids, mouth, and ears), wrists, hands, except Soldiers may have one ring tattoo on each hand, below the joint of the bottom segment (portion closest to the palm) of the finger. Accessing applicants must adhere to this policy.
  - (b.) The following types of tattoos or brands are prejudicial to good order and discipline and are therefore, prohibited anywhere on a Soldier's body:
  - (c.) Extremist. Extremist tattoos or brands are those affiliated with, depicting, or symbolizing extremist philosophies, organizations, or activities. Extremist philosophies, organizations, and activities are those which advocate racial, gender, or ethnic hatred or intolerance; advocate, create, or engage in illegal discrimination based on race, color, gender, ethnicity, religion, or national origin; or advocate violence or other unlawful means of depriving individual rights under the U.S. Constitution, and Federal or State law (see AR 600-20).
  - (d.) Indecent. Indecent tattoos or brands are those that are grossly offensive to modesty, decency, propriety, or professionalism.
  - (e.) Sexist. Sexist tattoos or brands are those that advocate a philosophy that degrades or demeans a person based on

NAME: Lee, Claire Youri

SSN: [REDACTED]

gender.

(f.) Racist. Racist tattoos or brands are those that advocate a philosophy that degrades or demeans a person based on race, ethnicity, or national origin.

(g.) Soldiers may not cover tattoos or brands with bandages or make up in order to comply with the tattoo policy.

(h.) Any person who is not in compliance with AR 670-1 as it applies to tattoos and brands will not be accepted for enlistment in the U.S. Army.

(4) Body mutilation. Willful mutilation of the body or any body part in any manner is prohibited. Examples include but are not limited to tongue splitting or ear gauging.

b. I have been advised that while a member of the U.S. Army, to include the Delayed Entry (Future Soldier Training) Program, I may not violate the above policy. I will refrain from obtaining tattoos or brands or I may be denied entry for violation of the above expressed policy.

c. I hereby state I have revealed the existence of all tattoos and brands during my medical examination. I have further revealed to my recruiter and guidance counselor that

I DO NOT HAVE ANY TATTOOS.

**AUTHENTICATION**

16. I have read and understand the statements above and that these statements are intended to constitute ALL promises and guarantees whatsoever concerning my enlistment. No other (verbal or otherwise) promise or representation not annexed to my enlistment contract is valid or will be honored. I hereby state that I have NOT been promised anything other than what is written on this form and hereby waive any claim based upon any promise or representation not annexed to my contract. I further state that I have provided my recruiter and guidance counselor all information concerning my qualifications and that no official in the U.S. Army or any other agency has advised me to conceal, nor have I concealed information in connection with my enlistment.

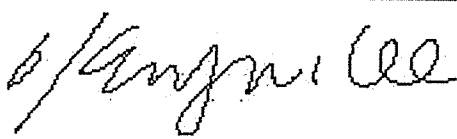
**TYPED NAME AND SSN OF APPLICANT**

**SIGNATURE OF APPLICANT**

**DATE**

Claire Youri Lee

[REDACTED]



20180925

**VERIFICATION**

17. I have reviewed all of the required source documents that support this enlistment record and I hereby verify that each source document currently reflected in ERM is a legible copy

**TYPED NAME AND GRADE OF COUNSELOR**

**SIGNATURE OF WITNESSING OFFICIAL DATE**



NAME: Lee, Claire Youri

SSN: [REDACTED]

SFC Alexander E Fields E07

20180925

