



UNITED STATES MARINE CORPS
CHIEF DEFENSE COUNSEL OF THE MARINE CORPS
MARINE CORPS DEFENSE SERVICES ORGANIZATION
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ARLINGTON, VA 22204-2482

IN REPLY REFER TO
5800
CDC
20 Jun 19

CDC POLICY MEMORANDUM 3.1C

From: Chief Defense Counsel of the Marine Corps
To: Distribution List

Subj: DETAILING AND INDIVIDUAL MILITARY COUNSEL DETERMINATION AUTHORITY
FOR MARINE CORPS DEFENSE SERVICES ORGANIZATION COUNSEL

Ref: (a) MCO 5800.16, Volume 3
(b) JAGINST 5803.1E (Rules of Professional Conduct)
(c) JAGINST 5800.7F (JAGMAN)

Encl (1) Detailing Letter for Limited Scope Representation Template
(2) Limited Scope Representation Agreement Template
(3) Completion of Limited Scope Representation Template

1. Purpose. On 1 January 2019, the Military Justice Act of 2016 was implemented. With this legislation came significant changes to the military justice system. The references will be updated to accommodate these changes as soon as practical. However, until that time, interim Marine Corps Defense Services Organization (DSO) policies are necessary. This Memorandum establishes the necessary updates to procedures for detailing and individual military counsel (IMC) determination delegation authority within the DSO.

2. Discussion. Reference (a) identifies the Chief Defense Counsel of the Marine Corps (CDC) as the Officer-in-Charge of the DSO and the detailing and IMC determination authority for defense counsel assigned to the DSO. Additionally, reference (a) authorizes the CDC to delegate these authorities to Regional Defense Counsel (RDC) and Senior Defense Counsel (SDC) subject to certain restrictions that are incorporated below.

3. Policy. Under reference (b), formation of attorney-client relationships by defense counsel with clients is permissible only when the attorney is authorized to do so by competent authority. The competent authority in the DSO is the CDC, and that authority has been delegated, in certain circumstances under this Memorandum, to the RDCs and SDCs. Once established, the attorney-client relationship may only be severed under the provisions of Rule for Courts-Martial (R.C.M.) 505 and 506 and reference (b). Unless the attorney-client relationship is properly severed, or he or she is otherwise properly relieved, a defense counsel shall continue to represent a client through the completion of applicable post-trial matters.

a. Detailing Authority. As set forth in reference (a), detailing authority includes the authority to:

(1) Detail counsel to a court-martial case, an administrative separation board, a board of inquiry, or other due process proceeding in which the detailing of counsel is specifically authorized by departmental or service regulations;

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(2) Detail counsel for limited scope representation¹ to any pre-preferral proceeding under Article 30(a), UCMJ;

(3) Detail counsel for limited scope representation to any servicemember in receipt of an investigative subpoena, including pre-preferral;

(4) Detail counsel for limited scope representation to servicemembers pending investigation under Chapter 2 of reference (c), by an Inspector General, or by any law enforcement agency, when the detailing authority reasonably believes that such an investigation may result in court-martial, nonjudicial punishment, or administrative processing;

(5) Detail counsel for limited scope representation to any servicemember at a post-referral special or general court-martial. In this context, limited scope representation detailing may only be used to surge resources for a short duration to support a specified task. Additionally, it may only be used if the client consents to the limited purpose and acknowledges in writing that the additional counsel will only be detailed for the specified purpose and duration.²

(6) Detail counsel to servicemembers at Initial Review Officer (IRO) Hearings conducted pursuant to R.C.M. 305, unless the servicemember has previously been detailed a defense counsel;

(7) Detail counsel to servicemembers in any other situation which, in the judgement of the CDC, meets the spirit and intent of reference (a), other applicable laws and regulations, and best serves the interests of justice; and

(8) Remove counsel under the provisions of R.C.M. 505 and Rule 1.16 of reference (b).

b. Detailing Authority Within the DSO.³ Detailing authorities may detail defense counsel from the DSO to cases in accordance with the procedures set forth in reference (a), and consistent with the considerations specified in paragraph (c) below. The following billet-specific delegations pertain:

(1) CDC. The CDC has complete detailing authority, and may detail defense counsel from the DSO, and auxiliary defense counsel made available for a particular case, to any case authorized by reference (a).

(a) The CDC may self-detail with the consent of the Staff Judge Advocate to the Commandant of the Marine Corps (SJA to CMC).

¹ For all limited scope representations, enclosure (1) will be used to draft the detailing letter. Enclosure (2) will be drafted in accordance with the scope of the detailing letter and then reviewed with the client. Defense Counsel will ensure the client understands the scope of the representation and then both the Defense Counsel and the client will sign enclosure (2). Following the signing of enclosure (2) and the completion of the limited scope representation, Defense Counsel will document the basic details of the limited scope representation provided in enclosure (3). A copy of both enclosures will be provided to the client and filed with the court.

² For example, an SDC may use limited scope representation to detail an additional defense counsel to support particular tasks. The SDC will generally describe these tasks in enclosure (1). Enclosure (2) will then be drafted, describing the specified task/s and duration in writing. Enclosure (2) will then be presented to the client. The client will formally acknowledge understanding of the terms, accepts the limited scope representation of the additional counsel, and sign the first endorsement of enclosure (2). The additional counsel, acting under limited scope representation, will then support the specified tasks. Once complete, the additional counsel operating under limited scope representation will no longer represent the client.

³ For ease of reference, all detailing is referenced as detailing to a case, as opposed to case, board, proceeding, servicemember, etc.

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(b) The CDC is the detailing authority for RDCs and the Officer-in-Charge, Defense Counsel Assistance Program (OIC DCAP).

(c) The CDC is the detailing authority for all reserve members of the DSO.

(d) The CDC is the detailing authority for courts-martial and administrative boards involving an accused in the grade of O-5 and above, or courts-martial alleging violations of Article 118(1) or (4).⁴

(e) The CDC may remove counsel under the provisions of R.C.M. 505 and Rule 1.16 of reference (b).

(f) The CDC will appoint a substitute CDC for detailing purposes when the CDC is on leave or otherwise unavailable to execute detailing responsibilities.

(2) RDCs. Except as set forth below, RDCs are delegated complete detailing authority. RDCs may detail defense counsel assigned to their Legal Services Support Section (LSSS) and subordinate Legal Services Support Teams (LSST), as well as Auxiliary Defense Counsel made available by the LSSS or LSST OIC, to cases in their Legal Services Support Area (LSSA). RDCs may detail counsel within their regions to cases where the Marine's geographic location necessitates that respective region providing defense services.⁵ RDCs may detail counsel to reserve cases.⁶

(a) RDCs may not self-detail.

(b) RDCs may not detail courts-martial or administrative boards involving an accused in the grade of O-5 and above, or courts-martial alleging violations of Article 118(1) or (4).

(c) In cases with multiple co-accused, an LSSS or LSST SDC may be unable to detail due to conflicts or a lack of available counsel. When such circumstances arise, the RDC will normally detail defense counsel and auxiliary defense counsel to these cases. The RDC may contact the CDC to request support from an adjacent LSSA.

⁴ In the case of administrative boards involving an offense of Article 118 (1) or (4), the CDC does not reserve detailing authority.

⁵ The National Capital Region is historically responsible for providing defense services to various active duty and reserve commands, units, and detachments throughout CONUS and, at times, OCONUS. Frequently, it is more appropriate for a region in closer geographic proximity to the servicemember in need to provide defense services. Some examples of this geographic necessity are: the Western Region providing services to Marines assigned to MCSF Bn Bremerton, WA; the Eastern Region providing services to Marines assigned to MCSF Bn Kings Bay, GA; and the region closest in proximity providing services to Marines assigned to Marine Corps Recruiting Command. In the case of active duty Marines in need of defense services, prior to detailing counsel or providing any other defense related services, the RDC National Capital Region and the RDC in closest proximity to the Marine will coordinate, deconflict, and then determine which region will provide the services. In the case of reservist Marines in need of defense services, prior to detailing counsel or providing any other defense related services, the RDC National Capital Region and the RDC in closest proximity to the Marine will coordinate and determine which region will provide the services. This consultation requirement does not apply to cases arising out of the Eastern Recruiting Region or Marine Aviation Training Support Groups 21 and 23, Training Command, Quantico, VA, which have been and will continue to be serviced by the Parris Island DSO Branch Office.

⁶ Generally, the National Capital Region is responsible for providing defense services to all reserve Marines. However, due to the geographic issues discussed in paragraph 3(b)(2) and footnote 2 of this Memorandum, it may be appropriate for another region to provide the services. RDCs will coordinate with the SDC for Reserve Matters, DSO NCR branch, prior to detailing any counsel to reserve cases.

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(d) Our preference is to always have Marines defend Marines, RDCs may request that Navy defense counsel be detailed by a local Navy Defense Service Office in exceptional circumstances.

(e) RDCs will not detail Marine counsel to non-Marine cases without first consulting with the CDC and OIC DCAP.⁷

(f) RDCs will maintain a record of all cases to which their counsel have been detailed, within their region and other cases involving accused assigned to commands supported by their LSSS utilizing the Case Information System (CIS) on the DSO's SharePoint website.

(g) RDCs may remove counsel under the provisions of R.C.M. 505 and Rule 1.16 of reference (b).

(h) RDCs will appoint a substitute RDC for detailing purposes when the RDC is on leave or otherwise unavailable to execute detailing responsibilities.

(3) SDCs. Except as set forth below, SDCs are delegated detailing authority delegated to RDCs. SDCs may detail defense counsel assigned to their LSSS or LSST to cases supported by the SDC's LSST or an element thereof. SDCs can detail reserve cases.⁸

(a) SDCs may self-detail.

(b) SDCs may not detail counsel under the following circumstances:

1. Cases involving a commissioned officer above the grade of O-3, a Chief Warrant Officer above the grade of CWO-2, or an enlisted accused above the grade of E-7.
2. Courts-martial alleging violations of Article 118 (including attempts).
3. National security cases as defined by section 0126 of reference (c).

(c) SDCs will not detail Marine counsel to non-Marine cases without first consulting with the CDC and OIC DCAP.

(d) SDCs may not remove counsel under the provisions of R.C.M. 505 and Rule 1.16 of reference (b).

(e) SDCs who write fitness reports on subordinate defense counsel may not detail themselves to represent clients who have a conflict of interest with a client of a subordinate defense counsel for whom the SDC is the reporting senior.

(f) Prior to detailing counsel to complex cases, the SDC will consult with the RDC to ensure the right counsel is detailed to the right case. While the term "complex case" is a term of art, our longstanding view is we must consider the following non-exclusive list of factors when deciding what is and what is not a complex case: the forum, the number and severity of charges, the severity of any

⁷ Just as the Marine Corps DSO has a general policy that Marines will defend Marines, so too may the other services. The consultation with the CDC and OIC DCAP is simply offered to identify if such policies exist and provide the appropriate professional courtesy as to whether or not they want to detail their own counsel.

⁸ SDCs will coordinate with the SDC for Reserve matters prior to detailing any counsel to reserve cases.

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possible sentence, the number of potential witnesses, the possible requirements for expert assistance or testimony, and the relative experience base of counsel assigned to that SDC.

(g) In cases where the number of co-accused exceeds the capacity of the SDC's branch office and/or where there are conflicts which interfere with the ability to detail, the SDC will forward the additional case files to the RDC for detailing.

(h) SDCs will maintain a record of all cases to which their counsel have been detailed, within their area and other cases involving accused assigned to commands supported by their LSST utilizing the DSO's CIS.

(i) When an SDC is on leave or otherwise unavailable to execute detailing responsibilities, RDCs will appoint a temporary SDC for detailing purposes.

c. Detailing Considerations

(1) Detailing authorities shall take the following into consideration when detailing a defense counsel to a particular case:

(a) Standard detailing criteria, including those specifically listed in reference (a).

(b) The rights of the accused, including the right to zealous, effective representation by a fully qualified counsel.

(c) The needs of the local command and convening authority.

(d) The complexity of the case in light of the experience level and case load of the available counsel, work load (including military duties), and any other factors which may impact counsel's ethical obligations to zealously and effectively represent each individual accused.

(e) Any potential conflicts, actual or apparent.

(f) Timeliness.

(g) The location of the accused in relation to the location of counsel, with preference given to detailing local counsel.

(h) End of service and/or rotation dates of counsel.

(i) For reserve clients, and consistent with paragraph 3(c)(7) below, the locations of the client, the expected location of the administrative separation board, and the nearest servicing LSSS or LSST.

(2) Detailing shall be done in writing using the approved detailing letter in the Forms section on the DSO SharePoint page.

(3) Detailing shall occur as soon as practicable. In no case shall detailing occur later than:

(a) Personnel in Confinement. Ten days after being notified in writing by corrections personnel, command representatives, LSSS or LSST personnel, or any other official representative of the United States, that an accused has been placed in pretrial confinement or arrest under R.C.M. 305.

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Written notification for purposes of this policy memorandum includes electronic mail, facsimile, or any other electronic means of distribution. SDCs shall ensure their branch office regularly receives brig and confinement reports, and shall review them regularly to identify newly-confined personnel.

(b) Personnel Not in Confinement. Five days after being served notice of preferred charges or the appointment of an Article 32, UCMJ, preliminary hearing officer.

(c) Personnel Being Processed for Separation. Five days after being served an administrative separation or board of inquiry package.

(d) Other. As otherwise required by law or regulation.

(4) The detailing authority will provide a copy of the detailing memorandum to the responsible Staff Judge Advocate and the cognizant LSSS or LSST prosecution or administrative support section within seven days of detailing. Detailed counsel will provide the trial counsel or recorder the approved Notice of Representation from the Forms section on the DSO SharePoint within seven days of being detailed.

(5) Supervisory defense counsel will normally not be detailed to represent a client, nor will they normally detail themselves, when there is a conflict of interest with a client of a subordinate defense counsel within their fitness reporting chain. Only the CDC may grant an exception to this general rule.

(6) An accused in a non-capital case is not entitled to be represented by more than one military counsel. As explained in reference (a), the detailing of a second defense counsel to contested and complex cases is encouraged. Detailing authorities may, at their discretion, detail a second counsel to any case, as long as such detailing is within the scope of that detailing authority's authority.

(7) Detailing authorities shall give preference to detailing local counsel to local cases. Defense counsel are normally detailed to represent personnel assigned to an organization that is supported by that defense counsel's LSSS or LSST. Under certain circumstances, such as when an organization has no local defense counsel, in conflict cases, or when unique requirements of a case arise, defense counsel may be detailed by the responsible RDC or by the CDC to represent an accused assigned to an organization that is not normally supported by that defense counsel's branch office.

(8) Each defense counsel has an established rotation date. Detailing authorities shall take this established rotation date into consideration and shall not detail a defense counsel to a case which they reasonably anticipate may extend beyond this established rotation date without the consent of the LSSS or LSST OIC⁹. If the detailing authority and the LSSS or LSST OIC cannot agree on such a detailing decision, the matter will be forwarded to the CDC for resolution. If the CDC cannot resolve the issue, the CDC will forward it to the SJA to CMC for final adjudication.

(9) Ensuring two counsel are detailed to all contested courts-martial is a longstanding best practice. As a result of exceptional case specific circumstances it may be appropriate to assign three or more counsel to a case. The following will be carefully considered prior to detailing three or more counsel to a case:

⁹ This prohibition does not apply to limited scope representation detailing for matters that may be reasonably resolved prior to an established rotation date. For example, a defense counsel may not be detailed to represent a client at a General Court-Martial if that defense counsel expects to rotate within the next 30 days. However, that defense counsel may be detailed in a limited scope representation capacity to support (e.g., write motions and responses) other detailed defense counsel at an Article 39(a) occurring prior to the expected rotation date.

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- (a) Complexity of the case;
- (b) Experience of currently detailed counsel;
- (c) Case load of currently detailed counsel;
- (c) Availability of intended additional counsel;
- (d) Anticipated end of DSO tour for intended additional counsel; and
- (e) Whether limited scope representation of additional counsel would be more appropriate.

d. Inability to Form an Attorney-Client Relationship. Occasionally, despite good faith efforts, counsel are unable to locate their client and form an attorney-client relationship. This most commonly occurs in two circumstances: when counsel is detailed as substitute counsel for post-trial matters and the accused has been discharged or in reserve administrative separation boards.

(1) Should either event occur, detailed counsel shall notify the detailing authority of the inability to form an attorney-client relationship with the client and articulate the steps taken to locate the client.

(2) If the detailing authority is satisfied that all reasonable efforts have been exhausted to locate the client, the detailing authority shall notify the civilian defense counsel, Appellate Defense Counsel, the responsible trial counsel, recorder, Staff Judge Advocate, or other appropriate and official agent/s of the United States, in writing, using the approved Notice of Inability to Form an Attorney-Client Relationship form found in the Forms section on the DSO SharePoint, that the detailed counsel has been unable to form an attorney-client relationship and that the detailed counsel will not make any personal or written appearance on behalf of the servicemember.

e. Individual Military Counsel (IMC) Requests for Marines Assigned to the DSO

(1) Article 38, UCMJ, provides an accused the right to be represented by military counsel of his or her own selection, provided that said counsel is reasonably available.

(2) Section 0131 of reference (c) sets forth standards for determining reasonable availability of the requested IMC.

(3) In accordance with reference (a), the CDC is the determination authority for all IMC requests for defense counsel assigned to the DSO. The CDC is authorized to delegate this authority to RDCs. Specific IMC approval authority is as follows:

(a) The SJA to CMC retains IMC approval authority on IMC requests for the CDC. For IMC availability determination purposes, the CDC's organization is the DSO, not the battalion or organization to which the CDC is administratively attached.

(b) The CDC retains IMC approval authority on IMC requests for RDCs, the OIC DCAP, all requests from officers of the grade O-5 and above, and all requests from servicemembers charged under Article 118 (1) and (4) (including attempts).¹⁰

¹⁰ For IMC availability purposes, a counsel's organization is the LSSS or LSST to which assigned and the location of the units supported therefrom, not the battalion or military organization to which the counsel is administratively

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(c) Except as limited in paragraph (5) *infra*, RDCs are delegated determination authority on IMC requests for defense counsel and SDC within their region.

(4) Considerations for Reasonable Availability Determinations. Unless the case is one for which a sentence of death may be adjudged under R.C.M. 1004, a national security case as defined by section 0126 of reference (b), or the counsel has an existing attorney-client relationship with the accused, the requested counsel must either be located within the same judicial circuit or assigned to an organization within 500 miles where the proceedings are to be held in order to be found reasonably available.

(5) Requests for Associate Counsel. If the requested defense counsel is made available as an IMC, the detailed defense counsel shall normally be excused from further participation in the case, unless the detailing authority approves a request from the accused that the detailed defense counsel act as associate counsel.

4. Conclusion. CDC Policy Memo 3.1B is hereby cancelled. This CDC Policy Memorandum is effective immediately.

W. N. PIGOTT
W. N. PIGOTT

Distribution List:
SJA to CMC
Legal Chief of the Marine Corps
All Marine Corps SJAs
LSSS and LSST OICs
All Members of the DSO
NMCTJ Code 52, OJAG

assigned. Two exceptions currently exist for IMC availability purposes, the RDCs and the OIC DCAP. The RDC's organizations encompass the relevant LSSA of the LSSS assigned, not the battalions or military organizations to which they are administratively attached. The OIC DCAP's organization is the DSO, not the battalion or military organization to which the OIC DCAP is administratively attached.



UNITED STATES MARINE CORPS
MARINE CORPS DEFENSE SERVICES ORGANIZATION
MIRAMAR BRANCH, WESTERN REGION
P.O. BOX 452022
SAN DIEGO, CA 92145-2022

IN REPLY REFER TO
5800
DSO
20 Jun 19

From: Senior Defense Counsel
To: Captain I. M. Defense Counsel, U.S. Marine Corps
Subj: DETAILING IN THE CASE OF UNITED STATES V. LANCE
CORPORAL I. B. INNOCENT EDIPI/MOS
Encl: (1) Limited Scope Representation Template
Ref: (a) MCO 5800.16
(b) CDC Policy Memo 3.1C

1. Pursuant to the references, I am detailing you for the limited purpose of providing legal counsel to Lance Corporal I. B. Innocent during the NCIS investigation. Your representation is limited to the following case:

- a. Name: I. B. Innocent
- b. Rank: Lance Corporal
- c. Unit: HQMC
- d. Charges: 120
- e. PTC: No

2. You are directed to use the enclosure in order to explain the scope of the representation to your client and memorialize that understanding. You are responsible for maintaining this document and ensuring it is part of the case file.

3. Notice of representation will be filed with the trial counsel, and you will meet with the client as soon as practicable.

4. Upon completion of this limited scope representation, you will file a notice of completion stating the services that were provided.

ENCLOSURE (1)

Subj: DETAILING IN THE CASE OF UNITED STATES V. LANCE
CORPORAL I. B. INNOCENT EDIPI/MOS

5. Questions or comments may be directed to the undersigned at
(703) 604-0573 or by e-mail at SDC@usmc.mil.

S. D. COUNSEL

Copy to:
File

ENCLOSURE (1)



UNITED STATES MARINE CORPS
MARINE CORPS DEFENSE SERVICES ORGANIZATION
MIRAMAR BRANCH, WESTERN REGION
P.O. BOX 452022
SAN DIEGO, CA 92145-2022

IN REPLY REFER TO
5800
DSO
20 Jun 19

From: I. M. Defense Counsel, Defense Services Organization - West
To: Lance Corporal I. B. Innocent

Subj: LIMITED SCOPE REPRESENTATION AGREEMENT

Ref: (a) MCO 5800.16, Vol. 3 (LSAM)
(b) JAGINST 5803.1E (Rules of Professional Conduct)

1. In accordance with the references, I have been detailed to your case for limited scope representation. This means that, with your informed written consent, I will assist in your case pursuant to the terms of this agreement. The purpose of this service is to provide you with a temporary, additional resource to assist you with matters in your case that may be complex or lengthy.

2. Upon completion of all services described in paragraph three, I will no longer represent you or be permitted to take actions on your behalf. Yet, your detailed defense counsel, Captain I. B. Good, will remain your detailed defense counsel and continue to represent you pursuant to the references at each session of court and during the submission of post-trial matters, if necessary.

3. By your signature below, you agree to having me detailed to your case for the following purposes only:

a. Represent you alongside your detailed defense counsel, Captain I. B. Good, at your next Article 39(a) session on DDMMYYYY;

b. Review documents provided by the government, or obtained by Captain Good, and interview witnesses on your behalf;

c. Research the law and draft motions that may be filed with the court for your next Article 39(a) session on DDMMYYYY;

d. Appear at your next Article 39(a) session on DDMMYYYY and represent you alongside Captain Good. During this session of court, I may examine witnesses and make arguments to the military judge in support of any motions filed; and

e. Provide legal consultation to you from the time that I am detailed to your case until all matters in paragraph 3(a)-(d) are completed. All matters discussed will remain confidential. Additionally, all notes I prepare in carrying out this limited scope representation remain privileged and will not be disclosed to the government.

4. Upon completion of the items described in paragraph 3(a)-(d), I will file a written notice of completion of these limited scope duties and provide it to you and the court. This will complete my representation and I will no longer be permitted to act as defense counsel on your behalf.

ENCLOSURE (2)

Subj: LIMITED SCOPE REPRESENTATION AGREEMENT

5. This limited scope representation agreement and the detailing will become effective upon signature by both of us, at which time it will be filed with the court and served on opposing counsel.

I. M. DEFENSE COUNSEL

5800
DSO
21 Jun 19

FIRST ENDORSEMENT

From: Lance Corporal I. B. Innocent
To: Defense Counsel

1. I have reviewed the limited scope representation agreement and hereby agree to have Captain I.M. Defense Counsel detailed to my case for the following purposes only:

a. Represent me alongside my detailed defense counsel, Captain I. B. Good, at my next Article 39(a) session on DDMMYYYY;

b. Review documents provided by the government, or obtained by Captain Good, and interview witnesses on my behalf;

c. Research the law and draft motions that may be filed with the court for my next Article 39(a) session on DDMMYYYY;

d. Appear at your next Article 39(a) session on DDMMYYYY and represent me alongside Captain Good. During this session of court, Captain Defense Counsel may examine witnesses and make arguments to the military judge in support of any motions filed; and

e. Provide legal consultation to me from the time that he is detailed to my case until all matters in paragraph 3(a)-(d) are completed. All matters discussed will remain confidential. Additionally, all notes prepared in carrying out this limited scope representation remain privileged and will not be disclosed to the government.

2. I understand that upon completion of the items described above, Captain Defense Counsel will file a written notice of completion of his limited scope duties and provide it to me and the court. This will complete his representation and he will no longer be permitted to act as defense counsel on my behalf.

I. B. INNOCENT



UNITED STATES MARINE CORPS
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MIRAMAR BRANCH, WESTERN REGION
P.O. BOX 452022
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IN REPLY REFER TO
5800
DSO
20 Jun 19

From: I. M. Defense Counsel, Defense Services Organization - West
To: Lance Corporal I. B. Innocent

Subj: NOTICE OF COMPLETION OF LIMITED SCOPE REPRESENTATION

Ref: (a) Detailing letter of 11 Jun 19
(b) Limited Scope Representation Agreement of 11 Jun 19

1. Pursuant to reference (a), on 11 June 2019, I was detailed to represent you for the limited scope of:

a. Providing legal counsel throughout the course of the NCIS investigation conducted into your alleged conduct;

b. Reviewing documents provided by the government; and

c. Interview witnesses on your behalf in preparation for the Article 32 hearing.

2. During this limited scope representation I completed the following:

a. Provided you legal counsel throughout the course of the NCIS investigation;

b. Reviewed all documentary evidence provided by the government; and

c. Interviewed ten witnesses in preparation for the Article 32 hearing.

3. Pursuant to reference (b), this limited scope representation is complete.

I. M. DEFENSE COUNSEL

ENCLOSURE (3)