

VERBATIM <sup>1</sup>

**RECORD OF TRIAL<sup>2</sup>**

(and accompanying papers)

Of

**WARE, BRIAN, T.**

(Name: Last, First, Middle initial)

**(b) (6)**

(Social Security Number)

**CWO4**

(Rank)

**U.S. NAVY**

(Branch of Service)

**USS RONALD REAGAN  
(CVN-76)**

(Station or Ship)

(Unit/Command Name)

By

**GENERAL COURT-MARTIAL**

Convened by **COMMANDER**

(Title of Convening Authority)

**U.S. FLEET FORCES COMMAND  
1562 MITSCHER AVENUE., SUITE 250  
NORFOLK, VIRGINIA 23551-2487**

(Unit/Command of Convening Authority)

Tried at

**REGION LEGAL SERVICE OFFICE  
MID-ATLANTIC  
NAVAL STATION NORFOLK  
9620 MARYLAND AVE., SUITE 201  
NORFOLK, VIRGINIA 23511-2939**

(Place or Places of Trial)

on

**11 JAN 18**

(Date or Dates of Trial)

<sup>1</sup> Insert "verbatim" or "summarized" as appropriate.

<sup>2</sup> See inside back cover for instructions as to preparation and arrangement.

# CHRONOLOGY SHEET<sub>1</sub>

In the case of   CWO4 WARE, BRIAN, T.  

*(Rank and Name of Accused)*

Date of alleged commission of earliest offense tried:           11 JANUARY                     2018            
*(Enter Date)*

Date record forwarded to the Judge Advocate General: \_\_\_\_\_, \_\_\_\_\_  
*(Enter Date)*

*(Signature and Rank of Staff Judge Advocate or Legal Officer)*

<p>1 In a case forwarded to the Judge Advocate General, the staff judge advocate or legal officer is responsible for completion of the Chronology Sheet. Trial counsel should report any authorized deductions and reasons for unusual delay in the trial of the case.</p> <p>2 Or officer conducting review under Article 64(a) (MCM, 1995, RCM 1112)</p> <p>3 In computing days between two dates, disregard first day and count last day. The actual number of days in each month will be counted.</p> <p>4 Item 1 is not applicable when accused is not restrained, (see MCM, 1995, RCM 304) or when he/she is in confinement under a sentence or court-martial at time charges are preferred. Item 2 will be the zero date if item 1 is not applicable.</p> <p>5 May not be applicable to trial by special court-martial.</p> <p>6 Only this item may be deducted.</p> <p>7 If no further action is required, items 1 to 8 will be completed and chronology signed by such convening authority or his/her representative.</p> <p>8 When further action is required under Article 64 or service directives.</p>	ACTION	DATE	CUMULATIVE ELAPSED DAYS
			<u>2017</u>
	1. Accused placed under restraint by military authority. 4	----	----
	2. Charges preferred (date of affidavit).	16 MAY 17	0
	3. Article 32 investigation (date of report). 5	----	0
	4. Charges received by convening authority.	16 MAY 17	0
	5. Charges referred for trial.	11 AUG 17	87
	6. Sentence or acquittal.	11 JAN 18	240
	Less days:		
	Accused sick, in hospital, or AWOL		
	Delay at request of defense		
	Total authorized deduction 6		
	7. Net elapsed days to sentence or acquittal.	11 JAN 18	240
	8. Record received by convening authority.	6 MAR 18	294
	Action 7	5 APR 18	324
	9. Record received by officer conducting review under Article 64(a).		
	Action 8		

Remarks



LEVEL 1 POST-TRIAL CHECKLIST

(For use in all General Courts-Martial and in Special Courts-Martial where the adjudged sentence includes a bad conduct discharge or one year confinement)

ICO CWO4 Ware

\*\*\*Region Legal Services Offices (RLSO) are ultimately responsible for the accurate and timely completion of this checklist.

PART I: To be completed by RLSO PTPD/PTPU

- SW Prepare Record of Trial (ROT) in accordance with guidance of Appendix 14, M.C.M.
- SW Check administrative accuracy of all documents (Name, SSN, Command, dates).
- SW Prepare report of results of trial form, if required, and attach to ROT. Note in results of trial whether a DNA sample and/or sex offender notification is required. JAGMAN 0149, A-1-j.
- SW Attach the following items to the ROT in any case where an Art. 32 preceded referral of charges, whether charges were ultimately referred to a GCM or to a SPCM.
  - Art. 32 appointing order
  - Report of Art. 32 investigation (DD Form 457)
  - SJA's Art. 34 pretrial advice letter
  - Waiver of Art. 32, if applicable
- SW Insert convening order in ROT. (If it is a copy, ensure it is certified true).
- N/A Insert amending orders, if any. (If it is a copy, ensure it is certified true).
- SW Insert charge sheet in ROT. (Confirm all supplemental pages are attached, front and back).
- SW Defense Counsel (DC) examine ROT, when unreasonable delay will not result. R.C.M. 1103(i)(1)(B).

Date completed:

26 Jan 18 Email/Deliver ROT transcript to DC  
6 Feb 18 ROT transcript returned from DC

- SW Trial Counsel (TC) examine ROT. R.C.M. 1103(i)(1)(A).

Date completed:

26 Jan 18 Email/Deliver ROT transcript to TC  
6 Feb 18 TC review completed  
6 Feb 18 TC reviews corrections & signs

- SW ROT authenticated by each military judge (MJ) participating in proceedings or substitute authentication. R.C.M. 1104(a)(2). [Note: If TC authenticated ROT for MJ, include statement explaining need for substitute authentication. R.C.M. 1103(b)(3)(E)].

Enclosure (1)

170 5

do

Authentication occurs within 50 days (SPCM) or 90 days (GCM) after completion of trial. Otherwise, authenticating/cognizant official has provided reasons for delay and appended to ROT.

Date completed:

8 Feb 18  
14 Feb 18

ROT to MJ

Authenticated ROT rec'd from MJ

dodo

Original ROT and 6 copies prepared. R.C.M. 1103(b)(2), (3), (g) (Original and 2 copies to Navy and Marine Corps Appellate Review Activity (NAMARA); 1 to Naval Clemency Parole Board (NCPB); 1 to Staff Judge Advocate (SJA)/command; 1 to DC/accused; and 1 to RLSO)

Include in original ROT and each copy all exhibits that were received into evidence; front and back pages:

 Prosecution Defense Appellate Pre-Trial Agreement - Parts I and II Motions and responses MJ alone request, if any Written continuance request with ruling Written special findings by MJ Enlisted members request Members' questionnaires Voir dire questions submitted Members questions All findings and sentencing worksheets Appellate rights statement (Long and Short form included) Power of attorney, if any Waiver of appellate review, if any Sealed exhibits (e.g. child pornography) Other \_\_\_\_\_do

Other matters to attach to ROT if not included as an exhibit (as applicable):

 If trial was a rehearing or new or other trial of the same case, the ROT of the previous case(s) Any written special findings made by MJ Any exhibits marked as appellate exhibits and exhibits referred to on the record which were not admitted into evidence. (No "Blunk" letters - U.S. v. Williams, 57 M.J. 581 (NMCCA 2002)) Explanation for any failure to serve the ROT on the accused under R.C.M. 1104(b)do

Confirm all pages of transcript and all attached document are included (Page check: 223 Number of pages, 2 Pages are sequential, X Front and back of all two-sided documents are included).

do

Validate index sheet.

do  
do  
do

Ensure all attachments are copied and inserted into the ROT copies.

Confirm compliance with requirements for National Security and classified information. R.C.M. 1104(b)(1)(D); SECNAVINST 5510.30 (series) and SECNAVINST 5510.36 (series); JAGMAN 0126.

V. 5

Date completed:

6 Mar 18 Copies made of ROT

*sn* RLSO serve copy of authenticated ROT on accused [or on DC, taking care to comply with R.C.M. 1104(b)(1)(C)]; (except sealed exhibits); attach all receipts in ROT (or explanation in lieu of). R.C.M. 1104(b)

Date completed:

9 Mar 18 Delivery of ROT to DC/ADC

*sn* RLSO deliver ROT to SJA/legal officer. (NOTE: IF MAILED, SEND CERTIFIED MAIL, RETURN RECEIPT REQUESTED OR OTHER MOST EXPEDITIOUS, ACCOUNTABLE METHOD).

Date completed:

6 Mar 18 Delivery of ROT to CA/SJA

## PART II: To be completed by Convening Authority's SJA/Legal Officer

*sn* Prepare staff judge advocate's/legal officer's recommendation (SJAR/LOR) and insert in ROT and all copies. R.C.M. 1106, JAGMAN 0151c.

Date completed:

19 Mar 18 LO/SJAR Prepared

*sn* Confirm that SJA/Legal Officer's Checklist (Enclosure 3) is complete.

*sn* Serve SJAR/LOR on Detailed Defense Counsel and accused; attach receipt of SJAR/LOR (or explanation in lieu of) to ROT and all copies. R.C.M. 1106(f).

Date completed:

20 Mar 18 LO/SJAR delivered to DC  
LO/SJAR delivered to accused

*sn* Insert accused/and or DC response to SJAR/LOR in ROT, if provided. R.C.M. 1106(f)(4).

Date completed:

15 Mar 18 DC submits clemency or additional matters  
DC requests clemency extension  
Amended SJAR to DC (if required)

*N/A* Comment to convening authority (CA) on all matters raised under R.C.M. 1105 and any other clemency matters. [Only SJAs may respond to legal error].

*sn* Forward all responses and recommendations (including supplementary responses, recommendations and addendums) to CA for review. R.C.M. 1107.

*N/A* Allegations of legal error raised by accused in response addressed in an addendum to the recommendation. R.C.M. 1106(d)(4). [SJA only].

*SW*

All other R.C.M. 1105, 1106, or other clemency matters addressed. Clemency matters should be addressed within 10 days.

*N/A*

All supplementary recommendations raising new matter served on DC or accused; receipt in ROT (or explanation in lieu of). R.C.M. 1106(f) (7).

Date completed:

19 MAR 18 SJAR provided to CA

*SW*

Attach other matters submitted by accused or DC, and any action on same, to ROT and all copies. R.C.M. 1105, R.C.M. 1106(f) (4), R.C.M. 1110; JAGMAN 0161 (Be careful not to attach "Blunk" matters - U.S. v. Williams, 57 M.J. 581 (NMCCA 2002)).

- Deferment requests
- All clemency requests/recommendations
- Other matters
- 10-day waiting period complied with or extension granted (in writing)
- or declination to submit matters

*SW*

Prepare CA's action and promulgating order using CA's input. R.C.M. 1107; JAGMAN 0153, 0155.

*SW*

CA's action checklist (Enclosure 4) complied with.

Date completed:

5 APR 18 CA's Action

— Attach CA's action/promulgating order or statement as to why CA cannot take action, include copy of letter of reprimand, if any. R.C.M. 1107, JAGMAN 0152(b) (4).

— Prepare appropriate copies of CA's action/promulgating order for distribution. R.C.M. 1114(c) (3), JAGMAN 0155.

Date completed:

\_\_\_\_\_ CA's Action received by accused and/or DC

— Complete time sheet on the back of the cover of the ROT, document and explain post-trial processing delays.

*SW*

Forward ROT and all post-trial documents (SJAR/SJAR Receipt, any time extensions, any matters relating to clemency, CA's action or explanation of failure to act, receipt of service of CA's action) and copies to RLSO for final review and forwarding to appropriate authority.

*SW*

Forward ROT to appropriate authority. JAGMAN 0153, 0154; R.C.M. 1111, R.C.M. 1112 [Note: If remand case and assigned an NMCCA number, it must always be forwarded to NAMARA (Code 40.31)] (IF MAILED, SEND CERTIFIED MAIL, RETURN RECEIPT REQUESTED OR OTHER MOST EXPEDITIOUS, ACCOUNTABLE METHOD).

CONVENING AUTHORITY'S ACTION CHECKLIST  
R.C.M. 1107, JAGMAN 0151a

ICO CWO4 Ware

*do*  
*do*

Confirm preparation of Record of Trial (ROT) in accordance with guidance of Appendix 13 or 14, M.C.M.

*do* Confirm ROT is prepared in accordance with R.C.M. 1103(b)(2)(B).  
If a verbatim transcript is required by R.C.M. 1103(b)(2)(B) or (c)(1) but cannot be prepared, ensure a that a ROT is prepared in accordance with b(2)(C) and note that the Convening Authority (CA) cannot approve a sentence in excess of that which may be adjudged at a special court-martial or one that includes a BCD, confinement for more than six months, forfeiture of pay exceeding two-thirds pay per month, or any forfeiture of pay more than six months. R.C.M. 1103(f)(1).

*N/A*

If SPCM, ensure that the cumulative impact of the fine and forfeitures, whether adjudged or automatic by operation of Article 58(b), U.C.M.J. does not exceed the jurisdictional maximum dollar amount of forfeitures that may be adjudged at a SPCM. Ensure forfeiture is in dollar amount.

*N/A*

If accused claims lack of mental capacity, comply with R.C.M. 706 and order a post-trial inquiry if necessary.

*N/A*

If accused is found not guilty by lack of mental responsibility, CA must commit the accused to a suitable facility pending an R.C.M. 1102A hearing.

*do*

Action shall not be taken earlier than 10 days after the latter of service of the ROT under R.C.M. 1104(b), or receipt of SJAR/LOR (or of addendum to recommendation if it contains new matter). Action that is not completed within 120 days after the sentence is announced must be mentioned in the action and a letter must be prepared in accordance with JAGMAN Section 0151(a)(4) forwarded to Code 20.

*do*

Waiver of right to submit matters, in writing by accused  
 Time period extended (no more than 20 additional days)

*do*

Offenses, pleas, findings, and adjudged sentence properly promulgated.  
 Charges and specifications verbatim or accurate summary (U.S. v. Glover, 57 M.J. 696 (N.M.Ct.Crim.App. 2002))

*do*

Action states CA considered:  
 Result of trial  
 SJAR/LOR, if applicable  
 Members' or military judge's clemency recommendation, if any  
 Clemency matters submitted by anyone, if any  
 Legal errors raised, if any  
 Other matters raised under R.C.M. 1105 and R.C.M. 1106, if any.  
[Note: Indicate that no matters were received if that is the case, also indicate a failure of accused or counsel to respond to SJAR/LOR.]

Enclosure (4)

STAFF JUDGE ADVOCATE'S/LEGAL OFFICER'S RECOMMENDATION CHECKLIST  
Executive Order 13468, R.C.M. 1106, JAGMAN 0151c  
(Not required if accused is acquitted)

SJA's/LO's Recommendation TCO

Crosby Ware

- Staff Judge Advocate (SJA)/Legal Officer (LO) is not disqualified under R.C.M. 1106(b).
- Confirm preparation of ROT in accordance with guidance of Appendix 13 or 14, M.C.M.
- Determine whether ROT has been properly authenticated.
  - Authentication occurs within 90 days after completion of trial.
  - Otherwise, authenticating/cognizant official has provided reasons for delay and appended to ROT.
- Offenses, pleas, findings, and adjudged sentence set out. R.C.M. 1106.
- Include clemency recommendation made in conjunction with the announced sentence by any member, MJ, or any other person.
- Provide summary of accused's service record (optional)
  - Length of service
  - Character of service (average pros and cons, average evaluation traits for entire length of service, not only for current enlistment)
  - All decorations/awards
  - Records of prior nonjudicial punishment
  - Previous convictions
  - Other matters of significance
- Explain nature and duration of any pretrial restraint.
- Note any judicially ordered credit to be applied to confinement
- Note existence of pretrial agreement (or attach copy), if any.
  - Include terms and actions CA is obligated to take or reasons why CA is not obligated to take specific action under the agreement
- Attach as enclosures all R.C.M. 1105 matters and other clemency submitted prior to recommendation.
- Address all claims of legal errors and state whether corrective action on the findings or sentence is appropriate when an allegation of error is raised under R.C.M. 1105 or when deemed appropriate by the SJA. [Note: For SJAs only, legal officers do not address legal errors.]
  - Note all R.C.M. 1105 or other clemency matters and include statement that they were taken into consideration.
- Recommend specific action to be taken by CA on adjudged sentence after considering any clemency matters, any claims of legal error, and any pretrial agreement.
- Include any optional matters.

Enclosure (3)

K.B.

— Notify accused and give opportunity to rebut adverse matters which are not part of the record and with knowledge of which the accused is not chargeable.

*So*

SJA or commissioned officer serving as legal officer who is not disqualified under R.C.M. 1106(b) signs recommendation.

*So*

Serve SJAR/LOR on accused and/or counsel per R.C.M. 1106(f). (Do not forward SJAR/LOR to convening authority until applicable time periods have run).

Date to accused \_\_\_\_\_; counsel (civilian, detailed defense counsel) 20 MAY 14.

Attach to the ROT a statement explaining why the accused was not personally served, if applicable.

*N/A*

If R.C.M. 1105 or R.C.M. 1106 matters or other matters are raised after original recommendation, include addendum to recommendation noting these issues. [Note: Only SJA may respond to legal errors].

— If addendum raises new matter (as defined in R.C.M. 1106(f)(7)), serve accused and counsel and give opportunity (at least 10 days) to respond prior to CA taking action.

— Date to accused \_\_\_\_\_; counsel \_\_\_\_\_.

— Attach to the ROT a statement explaining why the accused was not personally served, if applicable.

— Note in recommendation that DNA processing is required, if appropriate. (Review results of trial or consult with trial counsel).



## APPELLATE AND POST-TRIAL RIGHTS AND POST TRIAL ADMINISTRATIVE PROCESSING

You are advised that your defense counsel (DC) is required by law to fully explain to you the following post-trial and appellate rights, and, that you have the right to request the military judge explain all or any portion of your appellate rights in open court prior to adjournment of your court-martial.

### Record of Trial (ROT)

A copy of the ROT will be prepared and given to you or you may request that your copy of the ROT be delivered to your DC.

### Staff Judge Advocate or Legal Officer's Recommendation (SJAR)

If you received a punitive discharge or were sentenced by a general court-martial, the convening authority (CA)'s staff judge advocate or legal advisor will submit an SJAR to the CA. Before forwarding the SJAR and the ROT to the CA, this legal advisor will serve a copy of the SJAR upon your DC. A separate copy will be served on you. If it is impracticable to serve the SJAR on you for reasons including, but not limited to, your transfer to a distant place, your unauthorized absence, or military exigency, your copy will be forwarded to your DC. You may also request on the record at this court-martial or in writing that your copy be sent to your DC instead of yourself.

### Submission of Matters to the Convening Authority

You have a right to submit matters to the CA before that officer takes action on your case. In this regard, you have the right to request deferment of any sentence to confinement. These matters must be submitted within 10 days after a copy of the authenticated ROT or, if applicable, the SJAR, is served on you or your DC, whichever is later. The CA may extend these periods, for good cause, for not more than an additional 20 days. Failure to submit matters within the time prescribed waives the right to submit matters later. If new matters are raised by the victim after your submission of matters, you will be given an additional 10 days to submit comments on those new matters.

### Action by the Convening Authority

The CA will take action on the sentence adjudged and may, in his discretion, take action on findings of guilty within the limits of Article 60, Uniform Code of Military Justice (UCMJ). The action to be taken on the findings and sentence may be limited by Article 60, UCMJ depending on the date of the offense, type of offense, maximum punishment of the offense, recommendation of the trial counsel, existence of a pretrial agreement, and the punishment awarded. If the CA is authorized by law to disapprove, commute, or suspend the sentence in whole or set aside a finding of guilty, order a rehearing on a finding of guilty, or approve a lesser included offense of a finding of guilty, that decision is within the sole discretion of the CA and is a matter of command prerogative. The CA is not required to review the case for legal errors or factual sufficiency. **The CA may never increase the severity of the sentence and is not empowered to reverse a finding of not guilty.**

### Review

If you were tried by a special court-martial and your sentence, as finally approved by the CA, does not include a punitive discharge, your case will be reviewed under the direction of the staff judge advocate for the CA's superior general court-martial convening authority (GCMCA). You may suggest, in writing, possible legal errors for the judge advocate to consider and that judge advocate must file a written response to legal errors noted by you. After such review, and completion of any required action by the GCMCA, you may request the Judge Advocate General of the Navy (JAG) to take corrective action. Such a request must be filed within two years of the CA's action, unless the time is extended for good cause.

If you were tried by a general court-martial and your sentence, as finally approved by the CA, does not include a punitive discharge or at least one year's confinement, your case will be forwarded to JAG. You may suggest in



## APPELLATE AND POST-TRIAL RIGHTS AND POST TRIAL ADMINISTRATIVE PROCESSING

writing, possible legal errors or other matters for consideration by JAG. The ROT will be examined for any legal errors and for appropriateness of the sentence and JAG may take corrective action, if appropriate.

If your sentence, as finally approved by the CA, includes a punitive discharge (regardless of the type of court-martial), a year or more of confinement, or death, your case will be reviewed by the Navy-Marine Corps Court of Criminal Appeals (NMCCA) for legal errors, factual sufficiency, and appropriateness of sentence. This review is automatic. Following this, your case could be reviewed by the United States Court of Appeals for the Armed Forces (CAAF), and finally it might be reviewed by the Supreme Court of the United States.

### Waiver of Review

You may waive appellate review, giving up the foregoing rights, or you may withdraw your case from appellate review at a later time. Once you file a waiver of withdrawal, your decision is final and appellate review is barred. If you waive or withdraw appellate review, your case will be reviewed by a judge advocate for certain legal errors. You may submit, in writing, suggestions of legal errors for consideration by the judge advocate, who must file a written response to each. The judge advocate's review will be sent to the GCMCA for final action. Within two years after such final action, you may request JAG take corrective action in your case. The two year period may be extended for good cause. You have the right to the advice and assistance of counsel in exercising or deciding to waive your post-trial and appellate rights.

### Right to Counsel

It is your DC's responsibility to represent you during the CA's action stage of your court-martial conviction. Your DC is responsible for examining the ROT for error and, where applicable, the SJAR for errors or omissions. It is your DC's obligation to advise and assist you in preparing matters for submission to the CA for consideration prior to action being taken on the ROT.

If your case is reviewed by NMCCA, military counsel will be appointed to represent you at no cost to you and, if you choose, you may engage a civilian counsel at no expense to the United States. If your case should be reviewed by CAAF or by the Supreme Court of the United States, you would continue to have the same appellate counsel rights before these courts.

### Post-Trial Processing and Notifications

I understand that as a result of being found guilty, I may be processed for administrative discharge from the United States Navy/Marine Corps. I understand that such an administrative discharge could result in an other-than-honorable characterization of service, unless otherwise limited in a pretrial agreement (as permitted by Service policy), even if part or all of the sentence, including a punitive discharge, is suspended or disapproved for any reason.

I understand that if the approved sentence includes a punitive discharge or confinement in excess of 90 days, whether the sentence is suspended or not, Article 58a of the UCMJ and § 0152 of the Manual of the Judge Advocate General (JAGMAN) require that I suffer automatic administrative reduction in paygrade to the lowest enlisted paygrade, E-1, unless the CA takes action to remit or suspend the automatic reduction.

I understand that if the adjudged sentence includes either a punitive discharge and confinement, or confinement in excess of six months, whether the sentence is suspended or not, then Article 58b of the UCMJ requires the automatic imposition of forfeiture of all pay and allowances at a general court-martial or 2/3 pay per month at a special court-martial during any period of confinement served, unless the CA takes action to waive or to defer the automatic forfeiture provision.



APPELLATE AND POST-TRIAL RIGHTS AND POST TRIAL ADMINISTRATIVE PROCESSING

I understand that forfeitures, whether adjudged or automatic, take effect upon the CA's action in this case or 14 days after sentence is adjudged, whichever is earlier. I understand that I may request in writing that the CA defer execution of forfeiture until the CA takes action in this case. I also understand that I may request that the CA waive automatic forfeiture for a period up to six (6) months from the date of the CA's action. Finally, I understand that if I am held in confinement beyond my End of Active Obligated Service (EAS/EAOS) date, then I will not receive any pay or allowances by operation of law, regardless of the terms of this agreement.

I understand that if I commit misconduct after the date of trial, but before the date of the CA's action, the CA may, after first complying with notice and hearing requirements consistent with Article 72 of the UCMJ and Rules for Courts-Martial (R.C.M.) 1109, withdraw from the sentence limitation provisions of this agreement. Should the CA withdraw from the sentence limitation provisions of this agreement based on misconduct occurring after the date of trial but before action is taken in my case, I understand that any provisions in the pretrial agreement relating to suspension of any aspect of my sentence would become null and void in all respects and that the entire sentence adjudged at my court-martial could be approved and imposed upon me.

I also understand that if I commit any misconduct after the date of the CA's action but before I have completed serving the entire sentence (including any period of suspension or probation) as finally approved and executed, the CA may, after complying with the procedures set forth in R.C.M. 1109, vacate any periods of suspension agreed to in this pretrial agreement or as otherwise approved by the CA, and that previously suspended portion of my sentence could be imposed upon me.

I understand that I may be placed on appellate leave in a no-pay status under the provisions of Article 76a of the UCMJ, notwithstanding any provision regarding forfeitures or fines in any pretrial agreement, if the sentence as approved includes an unsuspended punitive discharge. I understand that a service member placed in an appellate leave status will normally not receive any pay or allowances. I further understand that receipt of pay and/or allowances while in an appellate leave status will depend on the amount of accrued leave I have accumulated and choose to use, and on the sentence awarded by this court-martial.

Acknowledgment

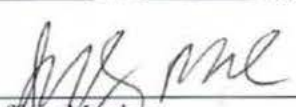
I acknowledge (1) that prior to adjournment of my court-martial, I was provided with the above written advice; (2) that I have read and I understand my post-trial and appellate rights; (3) that I discussed my rights with my DC prior to signing this form; and (4) that the military judge will discuss my appellate rights with me on the record prior to adjournment of the court, if I so desire.


I specifically request that my copy of the ROT be delivered to:

\_\_\_\_\_ me.  my counsel.


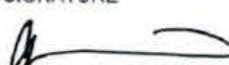
I specifically request that my copy of the SJAR be delivered to:

\_\_\_\_\_ me.  my counsel.

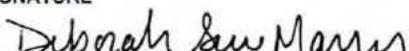
  
Jeffrey Marden  
LCDR  
U.S. Navy  
Detailed Defense Counsel

  
Brian T. Ware  
CWO4  
U.S. Navy  
Accused

## CONFINEMENT ORDER

<b>1. PERSON TO BE CONFINED</b>		<b>2. DATE (YYYYMMDD)</b>	
a. NAME (Last, First, Middle Initial) WARE, BRIAN T.		b. SOCIAL SECURITY NUMBER (b) (6)	20180111
c. BRANCH U.S. NAVY	d. GRADE CWO4	e. UNIT/AGENCY (Parent unit) USS RONALD REAGAN (CVN-76)	
<b>3. TYPE OF CONFINEMENT</b>			
a. PRE-TRIAL <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	b. RESULT OF NJP <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	c. RESULT OF COURT MARTIAL: <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES	
d. TYPE OF COURT MARTIAL: <input type="checkbox"/> SCM <input type="checkbox"/> SPCM <input checked="" type="checkbox"/> GCM <input type="checkbox"/> VACATED SUSPENSION			
<b>4. OFFENSES/CHARGES OF UCMJ ARTICLES VIOLATED</b> (List all charge(s) if prisoner is pre-trial. List guilty finding(s) only if prisoner is post-trial.) ART 92 x 4 ART 134 x 2			
<b>5. SENTENCE ADJUDGED</b> (Annotate sentence from the result of trial) Confinement x 9 months and \$10,000.00 fine.			b. ADJUDGED DATE (YYYYMMDD): 20180111
<b>6. IF THE SENTENCE IS DEFERRED, THE DATE DEFERMENT IS TERMINATED:</b>			
<b>7. PERSON DIRECTING CONFINEMENT</b>			
a. TYPED NAME (Last, First, Middle Initial), GRADE AND TITLE BRIGHTON, BENJAMIN P. CAPT., USMC, TRIAL COUNSEL		b. SIGNATURE 	c. DATE (YYYYMMDD) 20180111
d. TIME 1800			
<b>8. LEGAL REVIEW AND APPROVAL REQUIRED</b> (Review required by different name at 7.a and b.)			
a. DNA PROCESSING <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT REQUIRED UNDER 10 U.S.C. 1565. COLLECTED: <input type="checkbox"/> YES <input type="checkbox"/> NO KIT# _____			
b. SEX OFFENDER REGISTRATION <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT REQUIRED UNDER 42 U.S.C. 14071.			
c. TYPED NAME (Last, First, Middle Initial), GRADE AND TITLE TANG, ANGELA J. CDR, JAGC, USN, TRIAL COUNSEL		d. SIGNATURE 	e. DATE (YYYYMMDD) 20180111
<b>9. MEDICAL CERTIFICATE</b> (Required completion only when applicable by Service regulation)			
a. The above named prisoner was examined by me at _____ on _____ and found to be <input type="checkbox"/> Fit <input type="checkbox"/> Unfit (Time) (YYYYMMDD) for confinement. I certify that from this examination the execution of the foregoing sentence to confinement <input type="checkbox"/> will <input type="checkbox"/> will not produce serious injury to the prisoner's health.			
b. The following irregularities were noted during the examination: (List only non-medical information. Refer to SF 600 for all medical information, including HIV, TB and pregnancy tests and results.)			
<b>10. EXAMINER</b>			
a. TYPED NAME (Last, First, Middle Initial), GRADE AND TITLE		b. SIGNATURE	c. DATE (YYYYMMDD)
d. TIME			
<b>11. RECEIPT FOR PRISONER</b> (Completed by the correctional facility staff upon arrival of the prisoner)			
a. THE PRISONER NAMED ABOVE HAS BEEN RECEIVED FOR CONFINEMENT AT (Facility Name and Location)			
ON _____ AND TIME: _____ (YYYYMMDD) (Time)			
b. PERSON RECEIPTING FOR PRISONER (Typed name (Last, First, Middle Initial), Grade and Title)		c. SIGNATURE	d. DATE (YYYYMMDD)
e. TIME			



DEPARTMENT OF DEFENSE REPORT OF RESULT OF TRIAL						1. DATE OF TRIAL (YYYYMMDD) 20180111	
TO: (Convening Authority) COMMANDER, US Fleet Forces Command							
1. NOTIFICATION UNDER R.C.M. 1101 IS HEREBY GIVEN IN THE CASE OF UNITED STATES VERSUS:							
a. NAME (Last, First, Middle Initial) WARE, BRIAN T.			b. BRANCH OF SERVICE USN		c. RANK/GRADE CWO4	d. DoD ID/SSN (Last 4) (b) (6)	
e. ORGANIZATION: (Full address) COMMANDING OFFICER USS RONALD REAGAN (CVN-76) UNIT 100197, BOX 1 FPO AP 96616			2.a. TYPE OF COURT-MARTIAL (X one)				
			<input checked="" type="checkbox"/> GENERAL	<input type="checkbox"/> SPECIAL	<input type="checkbox"/> SUMMARY		
			<input checked="" type="checkbox"/> JUDGE ALONE	<input type="checkbox"/> JUDGE ALONE			
b. CONVENED BY: COURT MARTIAL ORDER NUMBER(S) 1-17			c. ISSUING COMMAND COMMANDER, US FLEET FORCES COMMAND			d. DATE (YYYYMMDD) 20170807	
3. SUMMARY OF OFFENSES, PLEAS AND FINDINGS							
a. CHARGE/ SPECIFICATION NO(S)	b. UCMJ ARTICLE(S)	c. DIBRS CODE	d. BRIEF DESCRIPTION OF OFFENSE			e. PLEA	f. FINDING
CHARGE I	92	092-B-	VIOLATION OF A LAWFUL ORDER			G	G
SPEC 1						G	G
SPEC 2						G	G
SPEC 3						G	G
SPEC 4						G	G
CHARGE II	134	134-D2	GRAFT			G	G
SPEC 1						G	G
SPEC 2						G	G
4.a. DATE ADJUDGED 20180111				b. DATE OF ANY FORFEITURES OR REDUCTIONS 20180125			
5. SENTENCE Confinement x 9 months and \$10,000.00 fine.							
6.a. CONTENTS OF PRE-TRIAL AGREEMENT CONCERNING SENTENCE TO CONFINEMENT (if any)							
<u>Punitive discharge</u> : If approved, any punitive discharge will be disapproved.							
<u>Confinement</u> : May be approved as adjudged; however, all confinement in excess of six (6) months will be suspended for a period of 12 months after the date of the Convening Authority's action, at which time, unless sooner vacated, the suspension portion will be remitted without further action. This agreement constitutes request for, and the Convening Authority's approval of, deferment of all confinement suspended pursuant to the terms of this agreement. The period of deferment will run from the date of sentence until the date the Convening Authority acts on the sentence.							
<u>Forfeiture or Fine</u> : May be approved as adjudged.							
<u>Other lawful punishment</u> : May be approved as adjudged.							
b. DAYS OF PRE-TRIAL CREDIT N/A		c. DAYS OF OTHER JUDGE ORDERED CREDIT N/A		d. TOTAL PRESENTENCE CREDIT TOWARD POST-TRIAL CONFINEMENT N/A			
7. DNA PROCESSING: IAW DoDI 5505.14			<input checked="" type="checkbox"/> IS	IS NOT REQUIRED.			
8. SEX OFFENDER REGISTRATION: IAW 42 U.S.C. § 16917			<input type="checkbox"/> IS	<input checked="" type="checkbox"/> IS NOT REQUIRED.			
9. COMPANION ACCUSED/CO-ACCUSED (Name(s) and Social Security Number(s) (if any)) N/A							
10. DISTRIBUTION (Copy provided to named Agencies/Unit(s)) CO, USS RONALD REAGAN (CVN-76); PSD; DISBURSING OFFICE; RECORD OF TRIAL; TCAP/DCAP; NCIS							
11. SIGNED BY (X one)			<input checked="" type="checkbox"/> MILITARY JUDGE		SUMMARY COURT-MARTIAL OFFICER		
a. NAME (Last, First, Middle Initial) MAYER, DEBORAH S.			b. RANK/GRADE CAPT/O-6		c. BRANCH OF SERVICE USN		
d. SIGNATURE 					e. DATE SIGNED (YYYYMMDD) 20180111		



**DEPARTMENT OF THE NAVY**  
**UNITED STATES FLEET FORCES COMMAND**  
1562 MITSCHER AVENUE SUITE 250  
NORFOLK VA 23551-2487

5 Apr 18

**DNA processing required in accordance with 10 U.S.C. § 1565**

**General Court-Martial Order No. 1-18**

Before a General Court-Martial convened at Region Legal Service Office Mid-Atlantic, on board Naval Station Norfolk, pursuant to Commander, U.S. Fleet Forces Command, General Court-Martial Convening Order 1-17 of 7 August 2017, Chief Warrant Officer Four Brian T. Ware, U.S. Navy, was arraigned and tried on the following offenses, and the following findings or other dispositions were reached:

<b>CHARGE</b>	<b>PLEAS</b>	<b>FINDINGS</b>
---------------	--------------	-----------------

**CHARGE I: VUCMJ Article 92**

	<b>GUILTY</b>	<b>GUILTY</b>
--	---------------	---------------

Specification 1 (Violation of a Lawful Order): In that Chief Warrant Officer Four Brian T. Ware, U.S. Navy, USS RONALD REAGAN (CVN-76), on active duty, did, having knowledge of a lawful order issued by the Secretary of Defense, to wit: Paragraph 2-100 of the Joint Ethics Regulation, Department of Defense 5500.7-R, as implemented by Department of Defense Directive 5500.07, dated 29 November 2007, an order which it was his duty to obey, at or near Singapore, on or about 17 May 2012, fail to obey the same by wrongfully accepting a gift of a value exceeding permissible limits from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, a prohibited source, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson, in the form of lodging, transportation, and the use of a cellular phone.

	<b>GUILTY</b>	<b>GUILTY</b>
--	---------------	---------------

Specification 2 (Violation of a Lawful Order): In that Chief Warrant Officer Four Brian T. Ware, U.S. Navy, USS RONALD REAGAN (CVN-76), on active duty, did, having knowledge of a lawful order issued by the Secretary of Defense, to wit: Paragraph 2-100 of the Joint Ethics Regulation, Department of Defense 5500.7-R, as implemented by Department of Defense Directive 5500.07, dated 29 November 2007, an order which it was his duty to obey, at or near Pattaya, Thailand and Bangkok, Thailand, from on or about 25 May

	<b>GUILTY</b>	<b>GUILTY</b>
--	---------------	---------------

**General Court-Martial Order No. 1-18**

2012 to on or about 28 May 2012, fail to obey the same by wrongfully accepting a gift of a value exceeding permissible limits from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, a prohibited source, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson, in the form of lodging, transportation, and the use of a cellular phone.

Specification 3 (Violation of a Lawful Order): In that Chief Warrant Officer Four Brian T. Ware, U.S. Navy, USS RONALD REAGAN (CVN-76), on active duty, did, having knowledge of a lawful order issued by the Secretary of Defense, to wit: Paragraph 2-100 of the Joint Ethics Regulation, Department of Defense 5500.7-R, as implemented by Department of Defense Directive 5500.07, dated 29 November 2007, an order which it was his duty to obey, at or near Brisbane, Australia, on or about 29 July 2013, fail to obey the same by wrongfully accepting a gift of a value exceeding permissible limits from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, a prohibited source, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson, in the form of lodging, transportation, and the use of a cellular phone.

GUILTY GUILTY

Specification 4 (Violation of a Lawful Order): In that Chief Warrant Officer Four Brian T. Ware, U.S. Navy, USS RONALD REAGAN (CVN-76), on active duty, did, having knowledge of a lawful order issued by the Secretary of Defense, to wit: Paragraph 2-100 of the Joint Ethics Regulation, Department of Defense 5500.7-R, as implemented by Department of Defense Directive 5500.07, dated 29 November 2007, an order which it was his duty to obey, in the Seventh Fleet Area of Operations, on divers occasions from about April 2010 to about September 2013, fail to obey the same by wrongfully soliciting and accepting gifts of a value exceeding permissible limits from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, a prohibited source, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson, in the form of requesting lodging, transportation, and the use of a cellular phone, which arrangements were paid for by representatives of Glenn Defense Marine Asia.

GUILTY GUILTY



**General Court-Martial Order No. 1-18**

**CHARGE II: VUCMJ Article 34**

**GUILTY GUILTY**

Specification 1 (Graft): In that Chief Warrant Officer Four Brian T. Ware, U.S. Navy, USS RONALD REAGAN (CVN-76), on active duty, did, being at the time the Food Service Officer for USS BLUE RIDGE, onboard USS BLUE RIDGE and while deployed in the Seventh Fleet Area of Operations, on divers occasions from about April 2010 to about December 2012, wrongfully receive from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson, gifts of lodging, transportation, and the use of cellular phones, constituting a total gift value of over \$1,000.00, in recognition of services rendered and to be rendered by him in relation to an official matter in which the United States was and is interested, to wit: the accurate and non-fraudulent contracting of the U.S. Navy for the purchase of supplies including, but not limited to, food products for the USS BLUE RIDGE while transiting in and around the Seventh Fleet Area of Operations and making port visits within the Seventh Fleet Area of Operations, such conduct being of a nature to bring discredit upon the armed forces.

**GUILTY GUILTY**

Specification 2 (Graft): In that Chief Warrant Officer Four Brian T. Ware, U.S. Navy, USS RONALD REAGAN (CVN-76), on active duty, did, being at the time the Food Service Officer for USS GEORGE WASHINGTON, onboard USS GEORGE WASHINGTON and while deployed in the Seventh Fleet Area of Operations, on divers occasions from about December 2012 to about September 2013, wrongfully receive from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson, valuable gifts of lodging, transportation, and the use of cellular phones in recognition of services rendered and to be rendered by him in relation to an official matter in which the United States was and is interested, to wit: the accurate and non-fraudulent contracting of the U.S. Navy for the purchase of supplies including, but not limited to, food products for the USS GEORGE WASHINGTON while transiting in and around the Seventh Fleet Area of Operations and making port visits within the Seventh Fleet Area of Operations, such conduct being of a nature to bring discredit upon the armed forces.

**GUILTY GUILTY**

**General Court-Martial Order No. 1-18**

**SENTENCE**

On 11 January 2018, the accused was sentenced to be confined for nine (9) months and fined \$10,000.00.

**APPROVAL**

In accordance with the pre-trial agreement in the General Court-Martial of United States v. Chief Warrant Officer Four Brian T. Ware, U.S. Navy, the sentence as adjudged is approved.

**ACTION**

Pursuant to the pre-trial agreement, execution of confinement in excess of six (6) months is suspended.

- a. The suspension period shall begin from the date of this action and continue for a period of 12 months thereafter.
- b. At that time, unless sooner vacated, the suspended portion of the confinement sentence will be remitted without further action.

**EXECUTION**

In accordance with the Uniform Code of Military Justice (UCMJ), the Manual for Courts-Martial (MCM), applicable regulations, and this action, the sentence is ordered executed.

**CONFINEMENT CREDIT**

In accordance with the case of U.S. v. Allen, 17 M.J. 126 (CMA 1984), the accused is credited with zero (0) days of pre-trial confinement. The accused is credited with zero (0) days of judicially ordered credit.

**PLACE OF CONFINEMENT**

The Naval Consolidated Brig Chesapeake, Chesapeake, Virginia, was designated as the initial place of confinement.

**DEFERMENT**

Other than the provisions of the pre-trial agreement, there have been no requests to defer any part of the sentence, either as adjudged or as mandated under the UCMJ.

**POST-TRIAL DELAY**

This action was taken within 120 days of the completion of trial.



**General Court-Martial Order No. 1-18**

**MATTERS CONSIDERED**

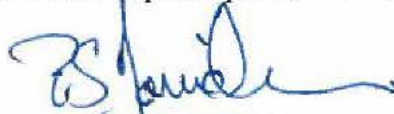
Prior to taking action in the case, I considered the Report of Results of Trial dated 11 January 2018, the Pre-Trial Agreement of 4 December 2017, Defense counsel's letter of 15 March 2018, with all the enclosures submitted by Defense Counsel and the Accused in accordance with Rule for Courts-Martial 1105 and 1106, and the recommendation of my Fleet Judge Advocate of 19 March 2018.

**DISPOSITION**

Pursuant to Article 65(a), Uniform Code of Military Justice, the record of trial is forwarded to the Navy-Marine Corps Appellate Review Activity (Code 40), Office of the Judge Advocate General, Washington Navy Yard, Washington, D.C. 20374 for review under Article 69, Uniform Code of Military Justice.

The results of the foregoing case are hereby promulgated in accordance with Rule for Courts-Martial 1114, Manual for Courts-Martial.

Collection of a DNA sample from the accused is required per 10 U.S.C. § 1565.



P. S. DAVIDSON  
Admiral, U.S. Navy  
Commander, U.S. Fleet Forces Command

**DISTRIBUTION:**

ORIGINAL – Original Record of Trial

CERTIFIED COPIES – Service Record of Accused

- Original ROT
- Copies of ROT
- CNPC (PERS 834)
- GCMCA – COMUSFLTFORCOM
- USS RONALD REAGAN
- USACIL (Attn: Codis Lab)
- Directorate of Debt and Claims Management
- NAVCONBRIG CHESAPEAKE VA
- PSD Norfolk, VA
- NCPB

PLAIN COPY

- Military Judge (CAPT Mayer, JAGC, USNR)
- TC (CDR Tang, JAGC, USN)
- ATC (Capt Brighton, USMC)
- DC (LCDR Marden, JAGC, USN)
- Accused

5814  
Ser N01L/18-034  
19 Mar 18

From: Fleet Judge Advocate, U.S. Fleet Forces Command  
To: Commander, U.S. Fleet Forces Command

Subj: FLEET JUDGE ADVOCATE RECOMMENDATION ICO UNITED STATES V.  
CWO4 BRIAN T. WARE, USN

Ref: (a) Manual for Courts-Martial (2012 edition)  
(b) JAGINST 5800.7F  
(c) United States v. Moreno, 61 M.J. 59 (C.A.A.F. 2005)  
(d) Record of Trial ICO CWO4 Brian T. Ware, USN  
(e) Personnel Record ICO CWO4 Brian T. Ware, USN  
(f) 10 U.S.C. § 1565

Encl: (1) Trial Counsel's ltr of 11 Jan 18 (Report of Results of Trial)  
(2) Pretrial Agreement ICO U.S. v. CWO4 Brian T. Ware, USN  
(3) LCDR J. S. Marden, JAGC, USN, ltr of 15 Mar 18 (Clemency Request)

1. **Purpose of Recommendation.** This recommendation is to assist you in deciding what action to take on the sentence in the General Court-Martial of Chief Warrant Officer 4 Brian T. Ware, USN. While action on the guilty findings and sentence is a matter within your discretion, you must consider the report of the results of the trial (enclosure (1)), this recommendation and any addendum thereto, any post-trial matters submitted by the Accused, and any matters submitted by a qualifying victim pursuant to Rule for Courts-Martial (RCM) 1105A. You may also consider the record of trial and CWO4 Ware's personnel record, as well as any other matters you deem appropriate. If, however, these matters are adverse to CWO4 Ware and not included in the record of trial, CWO4 Ware must be notified and given the opportunity to comment, per reference (a).

2. **Results of Trial.** I have reviewed the report of results of trial, enclosure (1), and it accurately reflects the charges, findings, and sentence adjudged in this case, as well as any applicable confinement credit.

3. **Pretrial Agreement.** Enclosure (2) is a copy of the pretrial agreement (PTA). A review of the record of trial indicates that CWO4 Ware has complied with the terms of the agreement and is entitled to the agreed-upon benefits. The limitations of the pretrial agreement have the following effects on the adjudged sentence:

a. **Confinement.** May be approved as adjudged. However, all confinement in excess of six (6) months will be suspended for the period of 12 months after the date of Convening Authority's action, at which time, unless sooner vacated, the suspended portion will be remitted without further action. The Agreement constitutes a request for, and the convening authority's approval of, deferment of all confinement suspended pursuant to the terms of the Agreement.

Subj: FLEET JUDGE ADVOCATE RECOMMENDATION ICO UNITED STATES V.  
CWO4 BRIAN T. WARE, USN

The period of deferment will run from the date of sentence of the court-martial until the date the Convening Authority acts on the sentence.

b. Forfeitures or Fine. May be approved as adjudged.

4. Recommendation of the Sentencing Authority. I have reviewed the record of trial and there is no recommendation by the sentencing authority made in conjunction with the announced sentence.

5. Confinement Credit. CWO4 Ware is entitled to zero days pre-trial confinement credit in accordance with the case of U.S. v. Allen, 17 M.J. 126 (CMA 1984).

6. Legal Error. The Defense has not yet raised allegations of legal error, but may do so in response to this recommendation.

7. Post-Trial Matters Submitted by the Accused. Post-trial matters submitted by Defense counsel on behalf of CWO4 Ware are contained at enclosure (3). Reference (a) requires you to consider these matters in determining the action you take on the findings of guilty and on the sentence.

8. Post-Trial Matters Submitted by the Victim. There are no qualifying victims in this case.

9. Requests for Deferment. Other than the deferments agreed in the PTA, there are no other requests either as adjudged or as mandated under the Uniform Code of Military Justice (UCMJ).

10. Companion Cases. In order to make an informed decision in this case, service regulations require you to note in your action the separate trial of any companion cases (reference (b)). Companion cases are other cases referred to trial by you that involve servicemembers who, along with the Accused, engaged in criminal conduct in a concerted effort to achieve a common goal. There are no companion cases to this case.

11. Post-Trial Processing. References (b) and (c) require that you take action within 120 days from the completion of trial. This post-trial processing objective will be met.

12. DNA Collection. Federal law and service regulations require authorities, upon conviction of certain qualifying offenses, to collect a sample of the offender's DNA. The order promulgating your action in those cases must contain certain notice requirements per reference (f). This case requires DNA collection, thus the order promulgating your action must comply with applicable notice requirements.

13. Offenses Committed Prior to 24 June 2014. CWO4 Ware was only found guilty of offenses committed before 24 June 2014. Accordingly, you may take whatever action you deem appropriate on the guilty findings and/or on the sentence.

Subj: FLEET JUDGE ADVOCATE RECOMMENDATION ICO UNITED STATES V.  
CWO4 BRIAN T. WARE, USN

14. **Recommendation.** Having reviewed the report of results of trial, the record of trial, and the pre-trial agreement, I recommend that you approve the sentence as adjudged and order the sentence executed in accordance with the PTA, UCMJ, Manual for Courts-Martial, and applicable regulations.

  
TREVOR A. RUSH  
CAPT, JAGC, USN

Copy to:  
Trial Counsel  
Defense Counsel



**From:** [Redacted]  
**To:** [Redacted]  
**Subject:** FW: Ware - SJAR  
**Date:** Thursday, April 19, 2018 9:43:31

---

-----Original Message-----

**From:** [Redacted]  
**Sent:** Thursday, April 19, 2018 9:34 AM  
**To:** [Redacted]  
**Subject:** FW: Ware - SJAR

-----Original Message-----

**From:** (b) (6) )  
**Sent:** Tuesday, March 20, 2018 7:41 PM  
**To:** [Redacted]  
**Cc:** [Redacted] Tang, Angela J CDR NLSC, NORFOLK; Brighton, Benjamin P CAPT NLSC, RLSO Midlant; [Redacted]  
**Subject:** RE: Ware - SJAR

[Redacted]

Received, thank you. I do not intend to submit additional matters in light of the SJAR. Please route as expeditiously as possible.

V/r,  
LCDR Marden

Jeffrey S. Marden  
LCDR, JAGC, USN  
Senior Defense Counsel  
Defense Service Office, Pacific

(b) (6)

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forward this message to any third party. If you have any questions about this notice, please contact the sender.

-----Original Message-----

From: [redacted] (b) (6)  
Sent: Wednesday, March 21, 2018 6:59 AM  
To: Marden, Jeffrey S LCDR USN DSO  
Cc: [redacted] (b) (6)  
Tang, Angela J CDR NLSC, NORFOLK Brighton, Benjamin  
P CAPT NLSC, RLSO Midlant [redacted]  
[redacted] (b) (6)  
[redacted]  
Subject: Ware - SJAR

LCDR Marden,

Please find attached the SJAR in US v. Ware, without enclosures.

Per RCM 1106(f)(5), I intend to route the record to the convening authority on 30 March 2018 as ripe for his action once your ten days to submit comments has expired. Please let me know if you intend to submit additional matters or if you would like us to route the record for convening authority action sooner.

Standing by for any questions. Thank you.

Very respectfully,

[redacted signature box]

[redacted signature block]

**\*\*SENSITIVE BUT NOT CLASSIFIED - FOR OFFICIAL USE ONLY - PRIVACY SENSITIVE\*\***

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DEPARTMENT OF DEFENSE REPORT OF RESULT OF TRIAL				1. DATE OF TRIAL (YYYYMMDD) 20180111	
TO: (Convening Authority) COMMANDER, US Fleet Forces Command					
1. NOTIFICATION UNDER R.C.M. 1101 IS HEREBY GIVEN IN THE CASE OF UNITED STATES VERSUS:					
a. NAME (Last, First, Middle Initial) WARE, BRIAN T.		b. BRANCH OF SERVICE USN	c. RANK/GRADE CWO4	d. DoD ID/SSN (Last 4) (b) (6)	
e. ORGANIZATION: (Full address) COMMANDING OFFICER USS RONALD REAGAN (CVN-76) UNIT 100197, BOX 1 FPO AP 96616		2.a. TYPE OF COURT-MARTIAL (X one)			
		<input checked="" type="checkbox"/> GENERAL	<input type="checkbox"/> SPECIAL	<input type="checkbox"/> SUMMARY	
		<input checked="" type="checkbox"/> JUDGE ALONE	<input type="checkbox"/> JUDGE ALONE		
b. CONVENED BY: COURT MARTIAL ORDER NUMBER(S) 1-17		c. ISSUING COMMAND COMMANDER, US FLEET FORCES COMMAND		d. DATE (YYYYMMDD) 20170807	
3. SUMMARY OF OFFENSES, PLEAS AND FINDINGS					
a. CHARGE/ SPECIFICATION NO(S)	b. UCMJ ARTICLE(S)	c. DIBRS CODE	d. BRIEF DESCRIPTION OF OFFENSE	e. PLEA	f. FINDING
CHARGE I	92	092-B-	VIOLATION OF A LAWFUL ORDER	G	G
SPEC 1				G	G
SPEC 2				G	G
SPEC 3				G	G
SPEC 4				G	G
CHARGE II	134	134-D2	GRAFT	G	G
SPEC 1				G	G
SPEC 2				G	G
4.a. DATE ADJUDGED 20180111			b. DATE OF ANY FORFEITURES OR REDUCTIONS 20180125		
5. SENTENCE Confinement x 9 months and \$10,000.00 fine.					
6.a. CONTENTS OF PRE-TRIAL AGREEMENT CONCERNING SENTENCE TO CONFINEMENT (if any)					
<u>Punitive discharge:</u> If approved, any punitive discharge will be disapproved.					
<u>Confinement:</u> May be approved as adjudged; however, all confinement in excess of six (6) months will be suspended for a period of 12 months after the date of the Convening Authority's action, at which time, unless sooner vacated, the suspension portion will be remitted without further action. This agreement constitutes request for, and the Convening Authority's approval of, deferment of all confinement suspended pursuant to the terms of this agreement. The period of deferment will run from the date of sentence until the date the Convening Authority acts on the sentence.					
<u>Forfeiture or Fine:</u> May be approved as adjudged.					
<u>Other lawful punishment:</u> May be approved as adjudged.					
b. DAYS OF PRE-TRIAL CREDIT N/A		c. DAYS OF OTHER JUDGE ORDERED CREDIT N/A		d. TOTAL PRESENTENCE CREDIT TOWARD POST-TRIAL CONFINEMENT N/A	
7. DNA PROCESSING: IAW DoDI 5505.14			<input checked="" type="checkbox"/> IS	<input type="checkbox"/> IS NOT REQUIRED.	
8. SEX OFFENDER REGISTRATION: IAW 42 U.S.C. § 16917			<input type="checkbox"/> IS	<input checked="" type="checkbox"/> IS NOT REQUIRED.	
9. COMPANION ACCUSED/CO-ACCUSED (Name(s) and Social Security Number(s) (if any)) N/A					
10. DISTRIBUTION (Copy provided to named Agencies/Unit(s)) CO, USS RONALD REAGAN (CVN-76); PSD; DISBURSING OFFICE; RECORD OF TRIAL; TCAP/DCAP; NCIS					
11. SIGNED BY (X one)		<input checked="" type="checkbox"/> MILITARY JUDGE		<input type="checkbox"/> SUMMARY COURT-MARTIAL OFFICER	
a. NAME (Last, First, Middle Initial) MAYER, DEBORAH S.		b. RANK/GRADE CAPT/O-6		c. BRANCH OF SERVICE USN	
d. SIGNATURE <i>Deborah S. Mayer</i>				e. DATE SIGNED (YYYYMMDD) 20180111	

ENCLOSURE (1)

Page 1 of 1





- a. I fail to plead guilty as set forth in this agreement;
- b. The Court refuses to accept any of my pleas of guilty;
- c. The Court sets aside any of my pleas of guilty for any reason (including upon my request) before a sentence is announced;
- d. I fail to satisfy any material term of this agreement; or
- e. I fail to plead guilty as required by this agreement at a rehearing, should one occur.

7. I understand that if this agreement becomes null and void, then my offer to plead guilty and to enter into this agreement cannot be used against me in any way to prove whether I am guilty or not guilty of the charges alleged against me at this court-martial. In this regard, the offer to plead guilty includes any statement or proffer made in the course of plea discussions with the convening authority or any counsel for the Government, whether in oral or in a written form.

8. Specially-Negotiated Provisions. As consideration for this agreement and after having fully discussed the issue with my defense counsel:

- a. I agree to request and to elect trial and sentencing by military judge alone, and I waive my right to a trial by members.
- b. I agree to not request, at Government expense, the presence of any witness located more than 50 miles from the court-martial location. This provision does not interfere with my ability to present an effective case in extenuation and mitigation. If I have further material to present, I intend to use alternative means to present this material.
- c. The Government and I agree to not object to the Court receiving telephonic testimony in lieu of live testimony offered during the sentencing proceeding. This provision does not preclude objections to the content of the testimony offered.
- d. The Government and I agree to not object to relevant service record documents, relevant command investigation materials, relevant Naval Criminal Investigative Service (NCIS) or Defense Criminal Investigative Service (DCIS) evidentiary material, relevant documents offered by the defense in extenuation and mitigation, or relevant documents offered by the Government in aggravation to include written, audio, or videotaped statements or telephonic testimony of any relevant witness being offered by either party in the presentencing phase of the trial on the basis of foundation, hearsay, lack of confrontation, or authenticity. Each party will provide the other party final witness and exhibit lists covered by this paragraph at least five (5) calendar days prior to the scheduled presentencing proceeding. This provision does not interfere with my ability to present an effective and complete case in extenuation and mitigation.
- e. I offer and am fully prepared to go to trial no later than 10 January 2018. I understand that this agreement will not be deemed to have been breached if the Government is unprepared or the judiciary cannot schedule the trial by that date.

f. I agree to waive any board of inquiry and/or retirement grade determination board that is based on any act or omission reflected in the charges and specifications that are the subject of this agreement. I understand that any administrative discharge will be characterized in accordance with service regulations and may be under other-than-honorable conditions. I fully understand the nature and purpose of an administrative discharge board and the rights that I would have at such a Board. I further agree to waive my right to any administrative process designed to recommend the rank at which I should be allowed to retire or my characterization of service.

g. I specifically agree to waive all motions except those that are otherwise non-waivable pursuant to R.C.M. 705(c)(1)(B).

h. I agree to enter into the Stipulation of Fact contained in Prosecution Exhibit #1 for use by the military judge during the providence inquiry and during the pre-sentencing proceeding. I have reviewed the stipulation completely, agree the facts therein are true and admissible, and have no objections.

i. If I am provided a grant of testimonial immunity, I agree to testify truthfully if called as a witness in any proceeding convened by Commander, U. S. Fleet Forces involving a Navy member accused of misconduct relating to the Glenn Defense Marine Asia investigation until two (2) years after the date of my sentencing. I further agree this cooperation will include pre-trial preparation interviews by trial and defense counsel involved in any cases in which my immunized testimony will be used. I further agree to submit to any interview by DCIS or NCIS involving Glenn Defense Marine Asia and fully and truthfully cooperate with DCIS or NCIS until six (6) months after the date of my sentencing. I understand that failure to cooperate on my part constitutes a material breach of this pretrial agreement. The Government agrees to make all reasonable efforts to coordinate in advance, fund, and obtain the physical presence of my military counsel at all proceedings where I am required to participate, whether to interview or testify. If reasonable efforts fail or scheduling conflicts prevent my military counsel from physically attending one of these events, the Government retains the right to go forward on the date of the scheduled event. I understand I will be allowed to contact my military counsel in that event should the need arise.

j. By signing this agreement, the convening authority specifically agrees to forward my retirement request via official correspondence. The convening authority agrees to positively endorse my retirement request, recommending that I be retired and receive retired pay, and recommending that I be retired in the paygrade deemed appropriate by the Secretary of the Navy. I understand that my retirement grade and characterization of service will be determined by the Secretary of the Navy and that the convening authority's recommendation is not binding on the Secretary of the Navy.

9. Notification Provisions. My defense counsel have advised me of the following potential consequences of my pleas of guilty and resultant convictions:

a. I may be precluded from the ownership, receipt, or transport of any firearm that has been transported in interstate or foreign commerce under 18 U.S.C. § 922(g).

b. Any punitive discharge that is adjudged and ultimately approved in my case may adversely affect my ability to receive retirement pay and any and all other veterans benefits accrued as a result of my military service.

c. The Secretary of the Navy has the final determination as to whether my request to be transferred to the retired list is approved, in what paygrade I am authorized to retire, and the characterization of my service. My counsel have explained to me all of the effects and consequences of this.

**PLEAS OF THE ACCUSED**

<b>Charge I: Violation of Article 92, UCMJ</b>	<b>GUILTY</b>
<p>Specification 1 (Violation of a Lawful Order): In that Chief Warrant Officer Four Brian T. Ware, U.S. Navy, USS RONALD REAGAN (CVN-76), on active duty, did, having knowledge of a lawful order issued by the Secretary of Defense, to wit: Paragraph 2-100 of the Joint Ethics Regulation, Department of Defense 5500.07R, as implemented by Department of Defense Directive 5500.07, dated 9 November 2007, an order which it was his duty to obey, at or near Singapore, on or about 17 May 2012, fail to obey the same by wrongfully accepting a gift of a value exceeding permissible limits from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, a prohibited source, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson, in the form of lodging, transportation, and the use of a cellular phone.</p>	<b>GUILTY</b>
<p>Specification 2 (Violation of a Lawful Order): In that Chief Warrant Officer Four Brian T. Ware, U.S. Navy, USS RONALD REAGAN (CVN-76), on active duty, did, having knowledge of a lawful order issued by the Secretary of Defense, to wit: Paragraph 2-100 of the Joint Ethics Regulation, Department of Defense 5500.07R, as implemented by Department of Defense Directive 5500.07, dated 9 November 2007, an order which it was his duty to obey, at or near Pattaya, Thailand and Bangkok, Thailand, from on or about 25 May 2012 to on or about 28 May 2012, fail to obey the same by wrongfully accepting a gift of a value exceeding permissible limits from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, a prohibited source, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson, in the form of lodging, transportation, and the use of a cellular phone.</p>	<b>GUILTY</b>
<p>Specification 3 (Violation of a Lawful Order): In that Chief Warrant Officer Four Brian T. Ware, U.S. Navy, USS RONALD REAGAN (CVN-76), on active duty, did, having knowledge of a lawful order issued by the Secretary of Defense, to wit: Paragraph 2-100 of the Joint Ethics Regulation, Department of Defense 5500.07R, as implemented by Department of Defense Directive 5500.07, dated 9 November 2007, an order which it was his duty to obey, at or near Brisbane, Australia, on or about 29 July 2013, fail to obey the same by wrongfully accepting a gift of a value</p>	<b>GUILTY</b>

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exceeding permissible limits from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, a prohibited source, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson, in the form of lodging, transportation, and the use of a cellular phone.

Specification 4 (Violation of a Lawful Order): In that Chief Warrant Officer Four Brian T. Ware, U.S. Navy, USS RONALD REAGAN (CVN-76), on active duty, did, having knowledge of a lawful order issued by the Secretary of Defense, to wit: Paragraph 2-100 of the Joint Ethics Regulation, Department of Defense 5500.07R, as implemented by Department of Defense Directive 5500.07, dated 9 November 2007, an order which it was his duty to obey, in the Seventh Fleet Area of Operations, on divers occasions from about April 2010 to about September 2013, fail to obey the same by wrongfully soliciting and accepting gifts of a value exceeding permissible limits from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, a prohibited source, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson, in the form of requesting lodging, transportation, and the use of a cellular phone, which arrangements were paid for by representatives of Glenn Defense Marine Asia.

**GUILTY**

**Charge II: Violation of Article 134, UCMJ**

Specification 1 (Graft): In that Chief Warrant Officer Four Brian T. Ware, U.S. Navy, USS RONALD REAGAN (CVN-76), on active duty, did, being at the time the Food Service Officer for USS BLUE RIDGE, onboard USS BLUE RIDGE and while deployed in the Seventh Fleet Area of Operations, on divers occasions from about April 2010 to about December 2012, wrongfully receive from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson, gifts of lodging, transportation, and the use of cellular phones, constituting a total gift value of over \$1,000.00, in recognition of services rendered and to be rendered by him in relation to an official matter in which the United States was and is interested, to wit: the accurate and non-fraudulent contracting of the U.S. Navy for the purchase of supplies including, but not limited to, food products for the USS BLUE RIDGE while transiting in and around the Seventh Fleet Area of Operations and making port visits within the Seventh Fleet Area of Operations, such conduct being of a nature to bring discredit upon the armed forces.

**GUILTY**

**GUILTY**

Specification 2 (Graft): In that Chief Warrant Officer Four Brian T. Ware, U.S. Navy, USS RONALD REAGAN (CVN-76), on active duty, did, being at the time the Food Service Officer for USS GEORGE WASHINGTON, onboard USS GEORGE WASHINGTON and while deployed in the Seventh Fleet Area of Operations, on divers occasions from about December 2012 to about September 2013, wrongfully receive from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson, valuable gifts of lodging, transportation, and the use of cellular phones in recognition of services rendered and to be rendered

**GUILTY**

by him in relation to an official matter in which the United States was and is interested, to wit: the accurate and non-fraudulent contracting of the U.S. Navy for the purchase of supplies including, but not limited to, food products for the USS GEORGE WASHINGTON while transiting in and around the Seventh Fleet Area of Operations and making port visits within the Seventh Fleet Area of Operations, such conduct being of a nature to bring discredit upon the armed forces.

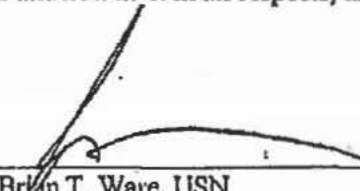
ENCLOSURE (2)  
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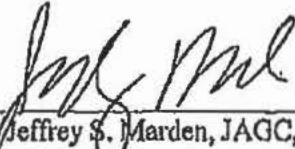
SIGNATURE PAGE

By my signature below I acknowledge that I have read this agreement completely, I have discussed it with my counsel, I understand it in all respects, and I am prepared to abide by its terms.

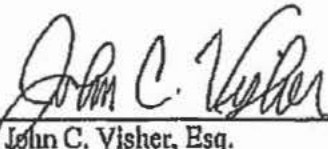
11/16/17  
Date

  
CWO4 Brian T. Ware, USN  
Accused

16 Nov 17  
Date

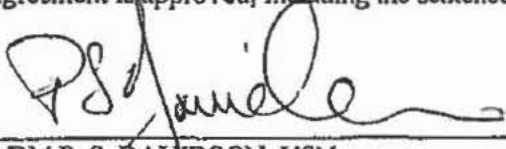
  
LCDR Jeffrey S. Marden, JAGC, USN  
Detailed Defense Counsel

16 NOV 17  
Date

  
Mr. John C. Visher, Esq.  
Civilian Defense Counsel

The foregoing pretrial agreement is approved, including the sentence limitation portion of this agreement.

4 Dec 2017  
Date

  
ADM P. S. DAVIDSON, USN  
Commander, U.S. Fleet Forces Command  
Convening Authority

DEPARTMENT OF THE NAVY  
GENERAL COURT-MARTIAL  
NAVY-MARINE CORPS TRIAL JUDICIARY  
CENTRAL JUDICIAL CIRCUIT

UNITED STATES

v.

BRIAN T. WARE  
CWO4 USN

MEMORANDUM OF  
PRETRIAL AGREEMENT  
(Part II)

16 November 2017

The convening authority in this case may approve and order executed any lawfully adjudged sentence awarded by this court-martial, or any automatic sentence or portion thereof, except as specifically limited below:

1. **Punitive Discharge:** If adjudged, any punitive discharge will be disapproved.
2. **Confinement:** May be approved as adjudged; however, all confinement in excess of six (6) months will be suspended for a period of 12 months after the date of the convening authority's action, at which time, unless sooner vacated, the suspension portion will be remitted without further action. This agreement constitutes my request for, and the convening authority's approval of, deferment of all confinement suspended pursuant to the terms of this agreement. The period of deferment will run from the date of sentence until the date the convening authority acts on the sentence.
3. **Forfeiture or Fine:** May be approved as adjudged.
4. **Other lawful punishments:** May be approved as adjudged.

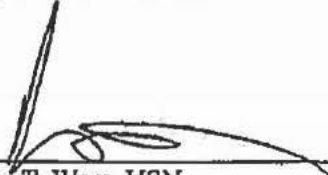
ENCLOSURE (2)

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**SIGNATURE PAGE**

I fully understand, and have discussed with my counsel, how this agreement will affect any sentence that I may be awarded by the court-martial.

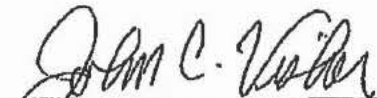
11/16/17  
Date

  
CWO4 Brian T. Ware, USN  
Accused

16 NOV 17  
Date

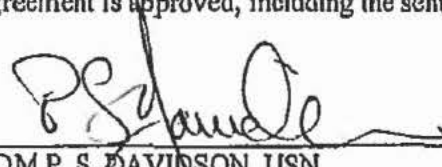
  
LCDR Jeffrey S. Malden, JAGC, USN  
Detailed Defense Counsel

16 NOV 17  
Date

  
Mr. John C. Visher, Esq.  
Civilian Defense Counsel

The foregoing pretrial agreement is approved, including the sentence limitation portion of this agreement.

4 Dec, 2017  
Date

  
ADM P. S. DAVIDSON, USN  
Commander, U.S. Fleet Forces Command  
Convening Authority

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15 Mar 18

From: LCDR Jeffrey S. Marden, JAGC, USN, Detailed Defense Counsel  
To: Commander, U.S. Fleet Forces Command

Subj: CLEMENCY REQUEST ICO CWO4 BRIAN T. WARE, USN

Ref: (a) Article 60, U.C.M.J.  
(b) R.C.M. 1105  
(c) R.C.M. 1107  
(d) Navy Times Article, "2 Navy officers sentenced in 'Fat Leonard' case"  
(<https://www.navytimes.com/news/your-navy/2018/03/07/o-6-and-o-5-sentenced-in-fat-leonard-case/>), dtd 7 Mar 18  
(e) SECNAVINST 1640.9C, Section 7304(3)(g)

Encl: (1) CWO4 Ware Statement  
(2) Mrs. Ayako Ware Statement  
(3) Family Member Statements

1. CWO4 Brian T. Ware, USN, through counsel, respectfully requests that you disapprove all remaining confinement and the adjudged \$10,000 fine. References (a)-(c).

2. On 11 Jan 18, CWO4 Ware pleaded guilty to violating Articles 92 and 134 of the Uniform Code of Military Justice. The charges stemmed from his accepting gifts from Glenn Defense Marine Asia (GDMA) in the form of lodging, transportation, and the use of a cellular phone when he was the Food Service Officer (FSO) onboard three ships in the Seventh Fleet area of responsibility. The Military Judge sentenced him to be confined for nine months, which was reduced to six months pursuant to a pre-trial agreement, and fined \$10,000.

3. Disapproval of all remaining confinement.

a. A Military Judge struggles in adjudging an appropriate sentence because it is difficult to determine the "value" of a case. Often, she will compare the facts of the case with similar cases to see what other judges have done and to ensure that she puts the case before her into proper context. Sometimes, however, no similarly-situated cases exist. When that happens, the Military Judge's sentence can be skewed and disproportionate to the offenses. CWO4 Ware's case is one of those cases because he was the first individual court-martialed for GDMA-related offenses.

b. On 6 Mar 18, however, two other individuals pleaded guilty at court-martial to GDMA-related offenses. Both CAPT John Steinberger and CDR Jason Starmer admitted to accepting gifts and prostitutes from GDMA. CAPT Steinberger was sentenced to a letter of reprimand and fined \$10,000, and CDR Starmer was sentenced to be restricted for 60 days and fined \$3,000. Reference (d). Notably, neither senior officer was sentenced to be confined.

c. Now that other GDMA-related courts-martial exist, it is appropriate to compare them with CWO4 Ware's case to properly analyze his sentence and alter it, if justice requires. In reviewing

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Subj: CLEMENCY REQUEST ICO CWO4 BRIAN T. WARE, USN

CAPT Steinberger's and CDR Starmer's situations and comparing them to CWO4 Ware's, it is clear that the senior officers' offenses were considerably more egregious because accepting prostitutes is more severe than accepting lodging, transportation, and the use of cellular phone. Yet, the senior officers' sentences are significantly more lenient because neither CAPT Steinberger nor CDR Starmer were confined for their actions, but CWO4 Ware has been at Naval Consolidated Brig Chesapeake, Virginia, for the last 63 days. Admittedly, CWO4 Ware maintained a special position of trust at the time of his offenses, but so did both CAPT Steinberger (Commodore, Destroyer Squadron 1) and CDR Starmer (head of operations for the Joint United States Military Advisory Group, Thailand).

d. When the Military Judge sentenced CWO4 Ware to be confined, no similarly-situated case existed to which she could compare the facts. Now, however, there are two. CAPT Steinberger's and CDR Starmer's sentences sent a message that accepting prostitutes from GDMA does not merit confinement. If that is true, then very clearly accepting lodging, transportation, and the use of a cellular phone also does not merit confinement. CWO4 Ware's sentence was disproportionately harsh, and he respectfully requests that you disapprove all remaining confinement.

4. Disapproval of the \$10,000 fine.

a. CWO4 Ware is beyond his statutory retirement date. He has routed to the Secretary of the Navy his voluntary requirement request, and he currently awaits action on it. When he is released from confinement he will likely transfer to Transient Personnel Unit (TPU) Norfolk. Reference (e). CWO4 Ware has routed a request to Navy Personnel Command to transfer to TPU Yokosuka instead, but that requires an exception to policy so it likely will be denied.

b. CWO4 Ware's Japanese wife, Ayako, and Japanese two-year-old daughter, May, reside in Japan. Enclosure (1). Neither can travel to the U.S. to live with CWO4 Ware because they are not U.S. citizens, and Ayako cares for her elderly parents. Enclosure (2). CWO4 Ware is his family's sole financial provider. If he were forced to remain in Norfolk while he awaits out-processing from the Navy, not only will he be 7,000 miles away from them, but his limited salary will be unable to support two households. Paying a \$10,000 fine will add considerable hardship to CWO4 Ware and his family, and he respectfully requests that you disapprove it.

5. CWO4 Ware has served in the Navy for over 30 years. By pleading guilty to all charges and specifications at court-martial, he took full responsibility for his actions. He is now a convicted felon, which is a stigma that will follow him around for the rest of his life and may preclude him from returning to Japan and finding employment. CWO4 Ware's actions do not represent who he is as a father, husband, Sailor, or person. Those who know him best humbly beg you for mercy. Enclosure (3). Please help CWO4 Ware return to his family and start rebuilding his life.

6. You may contact me with questions at (b) (6).

  
J. S. MARDEN

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ENCLOSURE (3)  
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Aom Davidson,

I am writing you from the Chesapeake Brig for consideration for Clemency in my case for me and my family. This has been a eye-opening experience but I have treated this like every other command I have been to in my 31 years of naval service. I have remained professional and lived up to the Navy core values; "Honor, Courage and Commitment." I have stayed strong for my family and I am always here to use my mentorship skills to talk to young military men having a hard time to cope here.

What I am asking for is a second chance, reading that many senior leadership cases before me in 2014-2016 resulted with no federal conviction, they made a mistake but they had a second chance; life after the Navy; me I want that also and feel I deserve that chance. My situation is very difficult, very unique and I hope you take the time to listen to my plea for forgiveness.

My wife, Ayako Ware, is Japanese; I have lived in Japan since 2005 and we adopted a baby girl in 2015. But, she was from Burma, and had no citizenship, no passport, no visa and was a difficult decision. Me and wife talked and I agreed to spend the rest of my life Japan. We were the first US/Japanese couple, ever, to adopt a child with no citizenship. The process will take a long time so to stay in Japan, I have to have a SOFA status just from one of the four military bases here and I got hired at JRF attached to Mokusuka to start one week after my retirement ceremony. Nine days before my retirement ceremony (1 APR 2017) I was put on legal hold for this case and lost the job.

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Enclosure (1) Page 1 of 2



Due to my adopted daughter not having a US Visa she can't travel and live in the US. I now have to find a job on base with a federal conviction which will never happen. I am so scared the Navy will split up my family and I just can't believe the Navy I love would do that to me!

Due to federal conviction, my dreams are over, 31 years of Naval service, a master's degree and I can't even use it to help me for employment. My wife is also the oldest child and in Japan, she must stay with her family to take care of her parents as they get older.

Please don't make me leave my family, I did 6 months in the brig; did my best, had a \$10,000 fine and my name in every Navy newspaper. I have lost so much, I just hope you see this was out of character and give me that chance to have a productive life after the Navy, getting a government job in Japan and helping my adopted daughter live a happy life with me. Not living alone in the US. Help me, help my family.

Thanks for your time,

Brian Ware  
CW04 USN

ENCLOSURE (3)

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Enclosure (1) Page 2 of 2



Dear Admiral

My name is Ayako Ware I am Brian Ware's wife. I am Japanese, and My English is not perfect. I am sorry if the letter is not perfect.

My husband is going to a court martial on January 10<sup>th</sup> for getting a trouble with Fat Lenard. This few months has been a hell for us. We had to cancel his retirement ceremony, turn down his new job and the house we were supposed to move in. We fought over this so many times I blamed him on what he did but I was thinking it would be over soon and back to normal but went to worse and worse.

Now He is going to get a federal crime at the court and might go to brig for few months.

We have been married for 8 years.

I couldn't get pregnant, I was in a painful infertility treatment for a long time. I was divested sad and wanted to have his child for a long time. Brian was the one to say adoption is also the way to raise the kid.

Adoption in Japan is very very rare and my parents were not happy about that. But we had to tell them, we really want to raise our child and make a happy family.

It took us almost 3years after the process to have this baby girl. She came to us when she was 18days old. Her birth mother is from Myanmar, so baby has no citizenship and the adoption agency warned us it would take us lots of process for her to be Japanese / American. But we didn't care.

We were so happy, and my parents loved her from the first sight. Our baby girl name is (b) (6).

I never knew raising a child, and having a family is this joy and happy thing.

She is two years old now. She loves her daddy so much and when she can't find daddy she cries. she knows something is going on now. She sees us crying every day something bad is about to happen and daddy has to be away for few months.

She finally got her Japanese citizenship and we are about to work on her US visa.

But if my husband has federal conviction, it might affect her US visa. And if my husband gets federal conviction it will be very difficult for him to get a job in Japan. So that means my family, my everything that I have been wanted to have has to be broken apart. Please please help us.

My parents who are almost 71years old very traditional Japanese couple love this American sailor.

Even though my parents don't speak any English we visit them every week and Brian loves spending the time with them more than I do.

They respect him so much for taking care of me and my daughter.

My father is not well, we might not have long time with them so Our goal is to live with them after Brian's retirement and take care of them as they are getting older so that they can see (b) (6) growing up too. .

I don't want to let my parents down either.

What he did was wrong, shameful, and never be forgiven. But he suffered enough. He loves Navy and that is the only thing makes him proud. He always talks about how much he loves Navy. I hate to see him going through this every day and I don't want to think he would have a federal conviction, being in a brig, what will happen to our family is very very scary .....

Sir I know you only did your job and this letter means nothing to you. But I had to do something to protect my family. Sir, I know you have a family. I know you could understand where I am coming from.

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Please help our family. Please help us. My family had suffered enough. I know my husband would never make a same mistake. And this will help us stronger and be a better person. It is our time to move on. Please let us move on.

Ayako Ware

(b) (6)

*Ayako Ware*

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Admiral Davidson,

My name is Tom Ware, Brian's Dad. I wanted to tell you a little bit about Brian. He was raised in Derby Kansas, he has 2- younger sisters, and he attended school in Derby. After graduating from High School he didn't know what to do, I told Brian he needed to do something because I was done paying for his car payment, insurance, clothes and so on, so he was going to show me, he said I will just go to the navy then, I said jump in and away we went that day, he enlisted, he was 18 years old. It was the best decision he made, after boot camp he was a different person, he was a Man. Brian Loved the Navy, as you know he became a Warrant officer, it was a big day, at graduation he was 20 years older than most all of the other Officers. He had been in 2 wars, he had won lots of awards, so he had lots of metals, the younger Officers were impressed. He was so proud of himself just like we were, the navy was his life. Brian would never do anything to embarrass himself but especially the navy he loved.

I wish you could meet Brian, he has a very good personality, very funny, as a young man loved to break dance and do some "white boy Rap". Brian is a kind person. You should check out his personnel file to see the good behavior he had for 30 years with the navy, I wish you could talk to the Captain's and Admirals he has served under. But now since April after he was arrested, he never smiles, just cries. He is a strong young man that is broken. We as a family are also broken, to have your son that has never been in trouble for 49 years sitting in a prison for something he didn't know he done anything wrong until 7 years later.

Brian has been in Japan for around 9 years. He is married to a Japanese lady ( Aya), they adopted a baby 2 years ago from another Country, her name is (b) (6) ( she keeps asking "Where is my Daddy". They were working on her US Visa but Brian has to be in Japan for that to happen. Brian needs to be home in Japan, retire and be with his family. Now that his pay has stopped, his wife and Daughter have no income; Brian is paying child support to his 17 year old son, (b) (6), now that payment has stopped also. There is no need to punish the family.

I am asking you to have it in your heart to get Brian out of jail, get rid of the 10,000.00 fine and let him go back to his lovely wife and his Daughter (b) (6) in Japan.

While in the Navy, Brian has completed college and even has a Master's degree so after retirement he could work with a civil service company to do work in Japan.

Thank you for your time and we pray you know Brian a little better, that he is one of the Good Guys and not a criminal, I want you to know Brian as we do a "Special and Caring Person" .

God Bless You.

Proud Dad of Brian T. Ware (CW04)

*Tom Ware*

P.S. If you let him out early you should have him talk to the new recruits about the consequences of taking gifts overseas.

ENCLOSURE (3)

Page 7 of 13



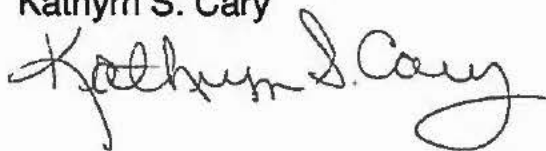
My name is Kathryn Cary and Brian Ware CWO4 is my son. I am writing you to ask you for clemency in Brian's case. I know you might think that a mother is blind when it comes to her children, but really a mother knows her children's heart and character better than anyone.

I am sure you know what it takes for a young man to join the Navy at 19, and move up through the ranks all the way to a Senior Chief. Than go on to Officer's School, become a Warrant Officer, and even earn a Bachelor and Master's Degree. If Brian was a trouble maker, a thief, or was just of bad character...the Navy would have dismissed him long ago, not kept him for 30 years. Please look at Brian's whole 30 year Navy career, and you will see that he had a stellar career and achieved many awards for his service and for his ships and crew. Brian loves the Navy. He was so proud to serve in two wars and was looking forward to his retirement. He had a job secured with a Civil Service Company there in Japan, so that he could stay in Japan, while he and his wife worked on getting a Visa for their adoped 2 year old daughter.

Brian is paying dearly for his mistakes as a new officer. He would never have knowingly done something to tarnish his career, bring shame on the Navy, himself, or his family. He just would not. He is a good man, he really is. There were so many letters sent to him and his attorney, from his Superior Officers, I only hope you can read them. They are glowing. They know Brian, the Officers he worked for, they know that he is a good man.

Please help his wife, Ayako, and little daughter, (b) (6). They need Brian to return to them in Japan, retire, and work in Civil Service, while they go though the extensive process to obtain (b) (6) Visa. The \$10,000.00 fine will hurt his wife and children even more. Please help them and show clemency. I beg you, Sir.

Poud Mom of Brian Thomas Ware CWO4  
Kathyrn S. Cary



ENCLOSURE (3)

Page 8 of 13



Dear Admiral Davidson,

My name is Elaine Ware. I am Brian Ware's stepmother of 30 years. I am writing today to ask that he be granted clemency for the sentence he received.

Brian is a good person. I know I am saying this as a parent, but it is simply the truth. He made a mistake, as all humans do. This mistake has been life altering for him and his family. Their future has been destroyed. Brian has been suffering since April 1, 2017, fearful of what might happen to him, his career, his retirement benefits, his ability to support his wife and children, his adopted 2 year old daughter's ability to obtain a US visa, and so on. The course of lives of so many that depend on him have been changed forever.

The financial burden on his family has been enormous, with a \$10,000.00 fine, loss of income, and possible loss of retirement benefits. Brian has a 16 year old son, (b) (6), in California who depends on him for financial support. This can't happen if Brian is not allowed to work. We are very concerned that Brian will have difficulty finding employment after his release. Brian earned his master's degree while serving in the Navy. He did this to better himself while he served, and for future employment.

As for his family in Kansas, we have missed so much of our son's life, as he was seldom with us. His father Tom, who taught Brian, and is also an upstanding man, is very worried about him, his family and his future. In addition, I worry about the effect this stress has on my husband's health. I, too, am worried, as are his mother, stepfather, sisters, cousin, and many other family members. We all try to understand how this could have happened.

I don't know this for certain, as I don't know other sailor's, but Brian's love for the Navy had to be of the highest, especially for an enlisted man. In the last 30 years, I have heard only positive comments from Brian about his job, and the Navy in general.

Please consider granting Brian clemency, so he can again be a productive member of society. Life will never be the same for him, he has suffered enough.

Please show Brian mercy by sending him back to Japan to be with his family where he belongs. Give him a second chance, you will not regret it.

Thank you for reading my letter.

Sincerely,

*Elaine Ware*  
000043

ENCLOSURE (3)  
Page 9 of 13

February 19, 2018

Admiral Davidson,

My name is Sara Meeh and I am Brian Ware's sister. I am writing to ask you to help my brother, to allow him to go home to Japan with his family and retire with his expected pay and to remove the felony conviction. He deserves it.

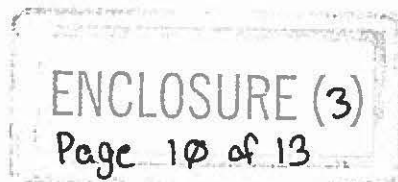
I have always lived far away from my brother since he joined the Navy. I get to see his pride and accomplishments through pictures, recounts from my parents, and talking to Brian from time to time. He is so proud of his job. He once sent me a video of all of his pins that he has collected around the world and how they were displayed in a wooden grill that someone on this ship made for him. He went pin by pin describing where he received the pin and what it meant to him. That's pride and love for your job.

I am a special educator and I live in Minnesota, a government employee. I have been teaching for 19 years and am working towards my retirement. I have strict rules to follow to make sure I follow due process, both federal and state laws. When I do well, I'm rewarded by letters from parents or financial stipends for meeting personal goals I set for myself and my students. If I were to make a mistake, then an action plan would be put in place and maybe I could lose my job or be punished. But my retirement? That is mine, I have earned that, and no one can take what I have or reduce it based on any wrong doing.

Brian is such a great person. He is full of joy and laughter and never has a bad word to say of anyone. Brian is a teacher in his own way just like me. He has a skill and a craft, and he wants to share it. He is protective of his wife and children and wants to continue to be able to support them.

Thank you,

Sara Meeh



February 15, 2018

Dear Admiral Davidson,

My name is Kit Goering and Brian Ware CWO4 is my cousin. I am writing to support him and his filing for clemency. The Brian that I have known for his entire life is a dependable and dignified man. He was always the 'entertainer' in our family and was so funny! Brian loved to show off his culinary skills that he had learned during his Naval time when he would return to the States for visits.

Brian enlisted in the Navy in 1987 shortly after graduating from high school. He always said it was the best decision he ever made! He worked his way up as an enlisted serviceman from E1 to E8 as a culinary specialist and then as a Food Service Warrant Officer, CWO4. Brian won numerous awards while aboard the USS Blue Ridge and again on the USS Ronald Reagan including the prestigious Ney Award in 2010, 2011 and 2017.

Brian received his college degree and also a Master's degree while enlisted in the Navy. He accomplished that so that he could provide for his family after his retirement.

Brian and his wife, Ayako, adopted a beautiful newborn, (b) (6) almost 3 years ago. They have recently succeeded in securing (b) (6) Japanese citizenship and have been working to get her US citizenship. Brian needs to be in Japan and involved to help Ayako finalize (b) (6) US citizenship. May misses her daddy very much and doesn't understand why he's not around anymore.

Since Brian has been in the brig his pay has stopped which means that his family is no longer receiving it. With the suspension of his pay there is also no support for his older son, (b) (6). It is a hardship for many.

Brian is a trustworthy man and has been a friend and mentor to many servicemen. Brian Ware CWO4 is a man who loves his family, his country and has loved the Navy for over 30 years. As you can imagine Brian's lapse of judgement has taken a toll on him. He was a proud man, now a demoralized man.

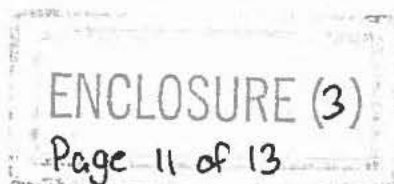
I ask that you please grant Brian clemency and allow him to return to Japan so that he can be reunited with his wife and young daughter and they can begin to start a new chapter in their lives.

With respect,

*Kit Goering*

Kit Goering

(b) (6)





February 15, 2018

Admiral Davidson,

I am writing on behalf of my extended family, and specifically, my cousin, Chief Warrant Officer, Brian T. Ware.

Our family is devastated to know that Brian is in the brig for his offense. We are devastated knowing he may not be able to return to his immediate family in Japan. Family is at the center of who we are and who Brian is. Brian's family means everything to him; his wife, his children, his parents and sisters, his extended family and just as importantly his Navy family. Brian would never knowingly do anything to embarrass/damage/do any harm to the US Navy. The Navy is at the center of who Brian is as a man.

Brian proudly served the Navy for over 30 years and served in two wars. He did 7 straight years at sea to end his Naval career. He enlisted out of high school and rose through the ranks from an E1 to an E8 and was selected to be commissioned to serve as a Food Service Warrant Officer and went from a CWO2 to a CWO4. We are all so very proud of him! He was NEY award winner back to back years in 2010-2011, he was a Pacific Fleet CVN NEY award finalist 3 years on two different ships and won the award in 2017. The 2017 award was a first for an aircraft carrier in the FDNF. Unfortunately Brian had to miss that awards ceremony in Chicago because of the Fat Leonard scandal. He also lost the opportunity to publicly thank all the service members that had supported him throughout his career when his retirement party was put on hold.

Brian had a job lined up after retirement that would allow him to maintain his SOFA VISA. This was so important because Brian and his wife, Ayako need to continue to work the process to get a US VISA and passport for little (b) (6). He and Ayako had been approved to buy a home off base for their family. Both of these things were lost when Brian was not able to retire as planned. Now he is uncertain if he will even be able to return to Japan to his family. His adorable daughter, (b) (6) needs her daddy back in Japan.

When Brian was convicted his pay stopped. Ayako and (b) (6) have no income. His son (b) (6) is no longer receiving his child support payments. It is devastating to Brian not being able to take care of his family.

Sir, I ask you to kindly consider all that Brian has lost and all that he has proudly given to the Navy. I understand that the Navy's reputation has been tarnished and millions of taxpayer dollars have been lost. Brian's offenses are so insignificant in the realm of all the Navy has suffered through this scandal. I hope you find that Brian has been asked to pay more than his fair share. Please do not continue to punish his wife and children. I ask that you allow him to be released from the brig early, lower his fine, retain his retirement benefits and return to Japan to be reunited with his family.

Thank you for your consideration.

Sincerely,



Proud cousin of Brian T. Ware

Teresa Larson

(b) (6)

ENCLOSURE (3)  
Page 12 of 13



February 18, 2018

Dear Admiral Davidson,

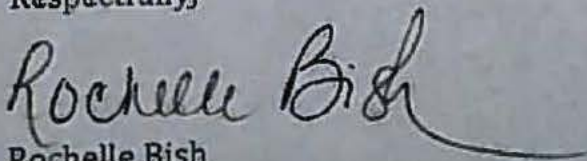
I am writing to you on behalf of my cousin, Brian T. Ware, CW4.

I am sure you are all too familiar with his case and why we continue to reach out on his behalf. Brian's sentence has been devastating to his family in ways that simply cannot be measured. However, one area stands out above the rest. That is the profound affect this has had on his immediate family. There has been the concern that his wife and baby will lose their housing, his wife has lost her base job and the complicated adoption process for his sweet daughter to get her US citizenship has been crippled by this current state of affairs. In addition, with his pay being suspended he is unable to meet his child support obligations. It breaks my heart to know that these children are caught up in this nightmare.

I would like to ask you to consider granting Brian clemency and allow him to go back to Japan and take care of his family. Brian has admitted to his wrong doing. He has accepted responsibility. He is remorseful. Can you find it in your heart to grant him grace? He proudly served his country for 3 decades, he accomplished much in those 30 years. Can you evaluate his contributions and let them stand for something? Can you forgive him for what he did wrong and give him dispensation?

Compassion is what is needed here; Compassion for an officer that made a mistake during a near flawless 30 year career; Compassion for his family and the financial hardship that has occurred as a result of this situation; Compassion for a little girl who they adopted who had no papers. One might argue that showing compassion is a sign of weakness when it is actually quite the opposite. It takes strength, confidence and self-assuredness to show compassion in difficult circumstances. There is no better feeling than to know through compassion and grace you have made a profound difference in helping another human being bounce back. You never know when you may need someone to show you that grace and compassion.

Respectfully,



Rochelle Bish

(b) (6)

ENCLOSURE (3)

Page 13 of 13



# COURT-MARTIAL DATA SHEET

1. OJAG NUMBER

2. NAME (Last, First, Middle Initial) **WARE, BRIAN, T.** 3. SOCIAL SECURITY NO. **XXX-XX (b)(6)** 4. RANK **CWO4** 5. UNIT/COMMAND NAME **USS RONALD REAGAN (CVN-76)**

### INSTRUCTIONS

When an item is not applicable to the record of trial being reviewed, mark the proper block with a diagonal line similar to the ones which appear in the SPCMCA blocks for items 6a and b.

### KEY TO USE

**TC - Trial Counsel.** This column will be completed in all cases in which a finding of guilty is returned.

**SPCMCA - Special Court-Martial Convening Authority** who is not empowered to convene a general court-martial. This column will be completed in each special court-martial case by the SPCMCA or his/her designated representative.

**GCM or JA - General Court-Martial Convening Authority or Judge Advocate.** This column will be completed in any case in which the record is forwarded by the commander exercising general court-martial jurisdiction to The Judge Advocate General of the branch of service concerned. If the record is reviewed under Article 64(a), UCMJ, this column will be completed by the judge advocate accomplishing the review.

**OJAG - Appropriate appellate agency in the Office of The Judge Advocate General of the branch of service concerned.** This column will be disregarded if a record of trial was reviewed under Article 64, UCMJ, and in cases where there are no approved findings of guilt.

**References - All references are to the Uniform Code of Military Justice (UCMJ) and the Manual for Courts-Martial, United States (MCM), 1984.**

### SECTION A - PRETRIAL AND TRIAL PROCEDURE

	TC		SPCMCA		GCM or JA		OJAG	
	YES	NO	YES	NO	YES	NO	YES	NO
6. a. If a general court-martial, was the accused represented in the Article 32 investigation by civilian or military counsel of his/her own selection or by counsel qualified within the meaning of Article 27(b), UCMJ?								
b. If not, did the accused waive his/her right to such representation?								
7. Does the record show place, date, and hour of each Article 39(a) session, the assembly and each opening and closing thereafter?								
8. a. Are all convening and amending orders of courts to which charges were referred entered in the record?								
b. Are court members named in the convening orders, detailed military judge (if any), counsel and the accused accounted for as present or absent?								
c. Was less than a quorum present at any meeting requiring the presence of court members (RCM 805(b))?								
d. Does the record show that after each session, adjournment, recess, or closing during the trial, the parties to the trial were accounted for when the court reopened (A13-5)?								
e. If the military judge or any member present at assembly was thereafter absent, was such absence the result of challenge, physical disability or based on good cause as shown in the record of trial (RCM 505(c)(2)(A))?								
9. Were the reporter and interpreter, if any, sworn or previously sworn?								
10. a. Was the military judge properly certified (RCM 502(c))?								
b. Was the military judge properly detailed (RCM 503(b))?								
c. Was the military judge present during all open sessions of the court?								
11. a. Was the accused advised that								
(1) He/she had the right to be represented free of charge by a military lawyer of his/her own selection, if reasonably available, in which case detailed counsel might be excused (RCM 506(a))?								



## COURT-MARTIAL DATA SHEET

SECTION A - PRETRIAL AND TRIAL PROCEDURE <i>(Continued)</i>	TC		SPCMCA		GCM or JA		OJAG	
	YES	NO	YES	NO	YES	NO	YES	NO
(2) He/she had the right to be represented at the trial by a civilian lawyer provided at no expense to the government, in which case detailed counsel would serve as associate counsel or be excused with the accused's consent?								
(3) If he/she did not exercise any of the rights listed above, he/she would be defended by detailed counsel certified under article 27(b), UCMJ (RCM 502(d)(1))?								
b.(1) Was the accused represented by a civilian lawyer?								
(2) Did the accused request a specific military counsel?								
(3) (a) If so, was such request complied with?								
(b) If not, were reasons given why requested counsel was not reasonably available?								
12. a. Was the detailed defense counsel properly certified (RCM 502(d))?								
b. Was at least one qualified counsel for each party present during all open sessions of the court (RCM 502(d) and RCM 805(c))?								
13. a. If the special court-martial adjudged a BCD								
(1) Was a military judge detailed to the court (RCM 503(b))?								
(2) If not, did the convening authority submit a statement indicating why a military judge could not be detailed and why trial had to be held at that time and place (Article 19, UCMJ)?								
(3) Was a verbatim transcript made (Article 19, UCMJ)?								
14. Did any person who acted as the accuser, investigating officer, military judge, court member, or member of the defense in the same case, or as counsel for the accused at a pretrial investigation or other proceedings involving the same general matter, subsequently act as a member of the prosecution (RCM 502(d)(4))?								
15. If any member of the defense had acted as a member of the prosecution in the same case, was he/she excused (RCM 502(d)(4))?								
16. a. If any member of the defense had acted as the accuser, investigating officer, military judge, or member of the court, were his/her services expressly requested by the accused (RCM 502(d)(4))?								
b. If not, was he/she excused?								
17. a. If accused was an enlisted person, did he/she make a request that enlisted persons be included in membership of the court?								
b. If so, were at least one-third of the members who tried the case enlisted persons, or did the convening authority direct the trial without enlisted persons and provide a detailed written explanation which is appended to the record (RCM 503(a)(2))?								
c. Did any enlisted member of the court belong to the same unit as the accused?								
18. If a military judge was detailed to the court, was the accused informed of his/her right to request trial by military judge alone?								
19. Were the members of the court, military judge (if any) and the personnel of the prosecution and defense sworn or previously sworn?								
20. a. Was any person sitting as a member of the court, or military judge (if any), the accuser, a witness for the prosecution, the investigating officer, staff judge advocate, counsel, or convening authority, or upon rehearing or new trial was he/she a member of the former trial (RCM 902(b) and RCM 912(f))?								
b. If so, did the accused waive such disqualification (RCM 912(f)(4) and RCM 902(e))?								



## COURT-MARTIAL DATA SHEET

SECTION A - PRETRIAL AND TRIAL PROCEDURE <i>(Continued)</i>	TC		SPCMCA		GCM or JA		OJAG	
	YES	NO	YES	NO	YES	NO	YES	NO
21. a. Was each accused extended the right to challenge military judge (if any), and any member of the court for cause and to exercise one peremptory challenge?								
b. Was action by court upon challenges proper (RCM 902 and RCM 912)?								
c. Does the record show that a member excused as result of a challenge withdrew from the court?								
22. a. Was the accused properly arraigned (RCM 904)?								
b. Do the following appear in the record: the charges and specifications, the name, rank and unit/command name of the person signing the charges, the affidavit, and the order of reference for the trial?								
c. Except in time of war, was the accused brought to trial (which includes an Article 39a, UCMJ session) by general court-martial within five days (by special court-martial within three days) subsequent to service of charges upon him/her (RCM 602)?								
d. If so, did the accused object to trial?								
23. a. Were any charges or specifications affected by the statute of limitations (RCM 907(b))?								
b. If so, was accused advised of his/her right to assert the statute and was his/her response recorded (RCM 907(b))?								
24. Did the court take proper action with respect to motions raising defenses and objections (RCM 905-907)?								
25. a. Were pleas of accused regularly entered (RCM 910(a))?								
b. Were pleas of guilty properly explained, and accused's responses recorded (RCM 910(c))?								
26. Does the record show that all witnesses were sworn?								
27. Did the military judge or president advise the court concerning the elements of each offense, each lesser-included offense reasonably raised by the evidence, and the presumption of innocence, reasonable doubt, and burden of proof, pursuant to Article 51(c), UCMJ (RCM 920(e))?								
28. a. If trial was by military judge alone, did the military judge announce the findings (RCM 922)?								
b. If the trial was with members, did the president announce the findings (RCM 922)?								
c. If special findings were requested, were they made a part of the record?								
29. Were the findings in proper form (A10)?								
30. a. Was the evidence, if any, of previous convictions admissible and properly introduced in evidence (RCM 1001(b)(3))?								
b. Was the information from personnel records of the accused properly admitted (RCM 1001(b)(2))?								
c. Was the defense permitted to introduce evidence in extenuation and mitigation after the court announced findings of guilty (RCM 1001(c))?								
31. a. In a trial with members, did the president announce the sentence (RCM 1007)?								
b. If trial was by military judge alone, did the military judge announce the sentence (RCM 1007)?								



## COURT-MARTIAL DATA SHEET

<b>SECTION A - PRETRIAL AND TRIAL PROCEDURE</b> <i>(Concluded)</i>	TC		SPCMCA		GCM or JA		OJAG	
	YES	NO	YES	NO	YES	NO	YES	NO
32. Was the sentence in proper form (A11)?								
33. Is the record properly authenticated (RCM 1104)?								
34. a. Did all members who participated in proceedings in revision vote on original findings and sentence (RCM 1102(e)(1))?								
b. At proceedings in revision, were a military judge (if one was present at the trial), the accused, and counsel for the prosecution and defense present (RCM 1102(e)(1))?								
35. Was each accused furnished a copy of the record or substitute service made on defense counsel (RCM 1104(b))?								
36. Was clemency recommended by the court or military judge?								
<b>SECTION B - PROCEDURE AFTER TRIAL</b>	TC		SPCMCA		GCM or JA		OJAG	
	YES	NO	YES	NO	YES	NO	YES	NO
37. Was the court convened by proper authority (RCM 504(b))?								
38. Did the court have jurisdiction of person and offense (RCM 202 & 203)?								
39. Does each specification state an offense under the code (RCM 907(b))?								
40. Did the accused have the requisite mental capacity at the time of trial and the requisite mental responsibility at the time of the commission of each offense (RCM 909 and RCM 916(k))?								
41. Is the evidence sufficient to support the findings?								
42. Is the sentence within legal limits (RCM 1112(d))?								
43. Is the action of the convening authority properly entered in the record and signed (RCM 1107(f))?								
44. If appropriate, is a proper place of confinement designated (RCM 1107(f)(4)(c))?								
45. a. Was the staff judge advocate's post-trial recommendation served on the defense counsel for comment (RCM 1106(f))?								
b. If the addendum to the recommendation contained new matters, was it served on the defense counsel for comment (RCM 1106(f)(7))?								
c. Did the accused submit matters for the convening authority's consideration in a timely manner (RCM 1105)?								
d. If yes, was the convening authority's action subsequent to the submission of the matters?								
e. If no, did the accused waive in writing the right to submit matters and was the action taken subsequent to the written waiver or did the time periods provided in RCM 1105(c) expire before the convening authority's action?								
46. a. Does the record indicate that the accused was advised of his/her appellate rights (RCM 1010)?								
b. Do the allied papers contain a statement indicating the desires of the accused with respect to appellate representation in the event his/her case is referred to a court of military review?								
c. Did the accused waive or withdraw appellate review and is the waiver or withdrawal in proper form and attached to the record of trial (RCM 1110, A19 & 20)?								

## COURT-MARTIAL DATA SHEET

SECTION C - COURT-MARTIAL ORDERS (CMO)	TC		SPCMCA		GCM or JA		OJAG	
	YES	NO	YES	NO	YES	NO	YES	NO
47. Does the initial CMO bear the same date as the action of the convening authority who published it?								
48. Are all the orders convening the court which tried the case correctly cited in the CMO?								
49. Are the accused's name, rank, SSN, unit/command name and branch of service correctly shown in the CMO?								
50. Are all the charges and specifications (including amendments) upon which the accused was arraigned correctly shown in the CMO (RCM 1114)?								
51. Are the pleas, findings, and sentence correctly shown in the CMO (RCM 1114)?								
52. Does the CMO show the date the sentence was adjudged?								
53. Is the action of the convening authority correctly shown in the CMO (RCM 1114)?								
54. Is the CMO properly authenticated (RCM 1114)?								
55. REMARKS								

## COURT-MARTIAL DATA SHEET

55. REMARKS (Continued)

**56. TRIAL COUNSEL**

a. TYPED NAME <i>(Last, First, Middle Initial)</i>	b. RANK	c. SIGNATURE	d. DATE SIGNED

**57. CONVENING AUTHORITY OR HIS/HER REPRESENTATIVE**

a. TYPED NAME <i>(Last, First, Middle Initial)</i>	b. RANK	c. SIGNATURE	d. DATE SIGNED

**58. STAFF JUDGE ADVOCATE OF GENERAL COURT-MARTIAL CONVENING AUTHORITY OR REVIEWING JUDGE ADVOCATE**

a. TYPED NAME <i>(Last, First, Middle Initial)</i>	b. RANK	c. SIGNATURE	d. DATE SIGNED

**59. ACTION IN THE OFFICE OF THE JUDGE ADVOCATE GENERAL**

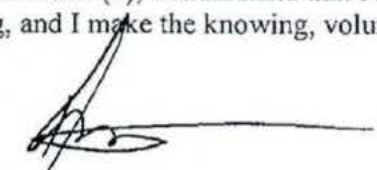
a. ACTION			
b. INDIVIDUAL COMPLETING DATA SHEET			
(1) TYPED NAME <i>(Last, First, Middle Initial)</i>	(2) RANK	(3) SIGNATURE	(4) DATE SIGNED



7 Jul 17

From: CWO4 Brian T. Ware, USN  
To: Commander, United States Fleet Forces Command  
Subj: WAIVER OF ARTICLE 32, UCMJ, PRELIMINARY HEARING  
Ref: (a) Article 32, UCMJ  
(b) R.C.M. 405

1. Pursuant to references (a) and (b), I hereby voluntarily waive my right to an Article 32, UCMJ, preliminary hearing for the charges preferred against me on 16 May 2017.
2. I waive the Article 32, UCMJ, preliminary hearing having fully and thoroughly discussed with my defense counsel the charges and specifications and the rights I would have at the hearing, including but not limited to the right to confront witnesses against me and the right to present evidence, including making a statement in any form.
3. I am satisfied with my defense counsel's advice in all respects.
4. I understand that an Article 32, UCMJ, preliminary hearing is an essential requirement under the UCMJ before charges and specifications may be referred to a general court-martial, and that the Navy would be required to fund both my detailed defense counsel's and my travel to Norfolk, Virginia. I understand that by waiving my right to an Article 32, UCMJ, preliminary hearing, there is a possibility, just as there would have been had the hearing occurred, that the charges and specifications preferred against me will be referred to a general court-martial.
5. I am not waiving the Article 32, UCMJ, preliminary hearing pursuant to any agreements with the Government. Pursuant to subsection (k) of reference (b), I understand that I have the right to waive the Article 32, UCMJ, preliminary hearing, and I make the knowing, voluntary, and informed decision to do so.



B. T. WARE



## TESTIMONY

Name of Witness ( <i>Last, First, Middle Initial</i> )	Direct and Redirect	Cross and Recross	Court
<b>Prosecution</b>			
(b) (7)(C) (b) (7)(C). SA	133	143	----
<b>Defense</b>			
CDR SIMMONS, ALEXANDER, L	151	156	----
<b>Court</b>			
NONE	----	----	----

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### COPIES OF RECORD <sup>1</sup>

2 copy(ies) of record furnished the accused or defense counsel as per attached certificate or receipt.

5 copy(ies) of record forwarded herewith.

### RECEIPT FOR COPY OF RECORD <sup>2</sup>

I hereby acknowledge receipt of a copy of the record of trial in the case of United States v. CWO4 BRIAN T. WARE,

Delivered to me at Defense Service Office Pacific this 9th day of March, 2018.

  
 LCDR Jeffrey S. Marden, JAGC, Defense Counsel  
 For (SIGNATURE OF ACCUSED)

I hereby acknowledge receipt of a copy of the record of trial in the case of United States v. CWO4 BRIAN T. WARE,

Delivered to me at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
 (SIGNATURE OF ACCUSED)

<sup>1</sup> For instructions as to preparation of copies of record, see back cover or appendices 13 and 14, MCM, 1995.

<sup>2</sup> If copy of record prepared for accused contains matters requiring security protection, see RCM 1104(b)(1)(D), MCM, 1995....



## EXHIBITS ADMITTED IN EVIDENCE

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**CERTIFICATE IN LIEU OF RECEIPT**

\_\_\_\_\_  
(Place)

\_\_\_\_\_  
(Date)

I certify that on this date a copy of the record of trial in the case of United States v. CWO4 BRIAN T. WARE

was transmitted (delivered) to the  
accused,

\_\_\_\_\_  
(Rank and Name of Accused)

at

\_\_\_\_\_  
(Place of delivery, or address sent to)

by,

\_\_\_\_\_  
(Means of effecting delivery, i.e., mail, messenger, etc.)

and that the receipt of the accused had not been received on the date this record was forwarded to the convening authority. The receipt of the accused will be forwarded as soon as it is received.

\_\_\_\_\_  
(Signature of trial counsel)

**OR**

The accused was not served personally because (he/she is absent without leave) \_\_\_\_\_ )

(Other reason)

Accused has no defense counsel to receive the record because (defense counsel has been excused under RCM 505(d)(2)(B)) \_\_\_\_\_ )

\_\_\_\_\_  
(Other reason)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of trial counsel)

**OR**

\_\_\_\_\_  
(Place)

\_\_\_\_\_  
(Date)

I certify that on this date a copy of the record of trial in the case of United States v. \_\_\_\_\_

(Rank and Name of Accused)

was transmitted (delivered) to the accused's defense counsel, \_\_\_\_\_

(Rank and Name)

at

\_\_\_\_\_  
(Place of delivery or address sent to)

by,

\_\_\_\_\_  
(Means of effecting delivery, i.e., mail, messenger, etc.)

because (it was impracticable to serve the record of trial on the accused because he/she was transferred to \_\_\_\_\_

(Place)

(the accused requested such at trial) (the accused so requested in writing, which is attached) (the accused is absent without leave) ( \_\_\_\_\_ )

(other reason)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(Signature of trial counsel)





DEPARTMENT OF THE NAVY  
UNITED STATES FLEET FORCES COMMAND  
1562 MITSCHER AVENUE SUITE 250  
NORFOLK VA 23551-2487

7 Aug 17

GENERAL COURT-MARTIAL CONVENING ORDER 1-17

Pursuant to authority contained in Judge Advocate General of the Navy Instruction 5800.7F, of 26 June 2012, a general court-martial is convened with the following members, and shall meet at Naval Station Norfolk, unless otherwise directed:

Commander Christopher E. Howse, U.S. Navy;  
Commander Kevin Hudson, U.S. Navy;  
Captain Cindy Baggott, Nurse Corps, U.S. Navy;  
Captain Christopher W. Brunett, U.S. Navy;  
Captain Roger L. Curry, Jr., U.S. Navy;  
Captain Andrew Darnell, Supply Corps, U.S. Navy;  
Captain Christopher L. Gabriel, U.S. Navy;  
Captain Donald A. Lonergan, Dental Corps, U.S. Navy;  
Captain Charles B. Marks, III, U.S. Navy; and  
Captain Harold E. Williams, U.S. Navy.

P. S. DAVIDSON  
Admiral, U.S. Navy  
Commander, U.S. Fleet Forces Command

**CERTIFIED TRUE COPY OF ORIGINAL**



PROCEEDINGS OF A GENERAL COURT-MARTIAL

[The military judge called the Article 39(a) session to order at Region Legal Service Office Norfolk, Virginia, at 0938 hours, 11 January 2018, pursuant to the following orders:]

[General Court-Martial Convening Order 1-17, Commander, U.S. Fleet Forces Command, Norfolk, Virginia, dated 7 August 2017.]

**[END OF PAGE]**

MJ: This general court-martial is called to order at Region Legal Service Office Norfolk, Virginia, in the case of the United States versus Chief Warrant Officer Four Brian T. Ware, United States Navy.

Trial Counsel, please state the jurisdictional data for the court-martial, followed by your qualifications.

TC: This court-martial is convened by Commander, United States Fleet Forces Command, by General Court-Martial Convening Order 1-17, dated 7 August 2017. There are no modifications or corrections to the convening order.

The general nature of the charges in this case are violations of the Uniform Code of Military Justice, Articles 92 and 134.

The charges were preferred by Lieutenant (JG) Douglas Cantwell, JAG Corps, United States Navy. The Article 32 preliminary hearing was waived. The charges have been properly referred to this court-martial for trial by Commander, United States Fleet Forces Command, the Convening Authority.

The charges have not been referred to any court other.

The charges were served on the accused on 17 (sic) August 2017. The 5-day waiting period has expired.

The accused and the following persons detailed to this court-martial are present:

CAPTAIN DEBORAH SUE MAYER, JAGC, U.S. NAVY, MILITARY JUDGE;  
COMMANDER ANGELA TANG, JAGC, U.S. NAVY, TRIAL COUNSEL; and  
CAPTAIN BENJAMIN BRIGHTON, U.S. MARINE CORPS, ASSISTANT  
TRIAL COUNSEL; and  
LIEUTENANT COMMANDER JEFFREY MARDEN, JAGC, U.S. NAVY,  
DEFENSE COUNSEL.

The members are absent.

LN2 Brownlee has been detailed as court reporter for this court-martial and has been previously sworn.

All members of the prosecution have been detailed to this court-martial by myself, as Senior Trial Counsel of the Region Legal Service Office Mid-Atlantic, pursuant to the authority of my Commanding Officer of Region Legal Service Office Mid-Atlantic, the authority that he has delegated to me. All members of the prosecution are qualified and certified under Article 27(b) and sworn under Article 42(a) of the Uniform Code of Military Justice. No member of the prosecution has acted in any manner that might tend to disqualify us in this court-martial.

MJ: Thank you, Commander Tang. Are you Chief Warrant Officer Four Brian T. Ware, the accused in this case?

ACC: [Rising.] Yes, Your Honor.



MJ: Warrant Officer Ware, please be seated and remain seated unless I direct otherwise.

ACC: [Resuming seat.]

MJ: Warrant Officer Ware, you have the right to be represented in this court-martial by Lieutenant Commander Marden, your detailed counsel. You also have the right to be represented by military counsel of your own selection, provided that the counsel you request is reasonably available. All military counsel are provided to you free of charge.

In addition to your right to military counsel, you also have the right to be represented by civilian counsel at no expense to the United States. Civilian counsel may represent you alone or along with your military counsel.

Do you understand your--all of your rights to counsel?

ACC: Yes, Your Honor.

MJ: Do you have any questions about your rights to counsel?

ACC: No, Your Honor.

MJ: By whom do you wish to be represented?

ACC: Lieutenant Commander Jeffrey Marden.

MJ: Do you wish to be represented by any other military or civilian counsel?

ACC: No, Your Honor.

MJ: All right. I understand just from correspondence before, the appearance here today, that there was a John C. Visher that was representing you for a brief period of time, is that right Warrant Officer Ware?

ACC: Yes, Your Honor.

MJ: All right. Do you still wish for Mr. Visher to represent you?

ACC: No, Your Honor.

MJ: All right. And I'll just note for the record that Mr. Visher has not filed a notice of appearance in this case and I have no indication that he believes that he is representing you in this matter. I just want to ensure that you don't wish to have him as civilian counsel.

Do you understand that Warrant Officer Ware?

ACC: Yes, ma'am.

MJ: Okay. All right. Commander Marden, do you have anything to add to that about----

DC: No, Your Honor.

MJ: ----civilian counsel? Okay. Thank you. Lieutenant Commander Marden please announce your detailing and qualifications.

DC: Yes, Your Honor, thank you. Good morning, I'm Lieutenant Commander Jeff Marden. I'm the Senior Defense Counsel at Defense Service Office Pacific in Yokosuka, Japan. I detailed myself to this

case in my role as the Senior Defense Counsel pursuant to the authority delegated to me by the Commanding Officer of the same command. I'm qualified and certified under Article 27(b) and sworn under 42(a) of the Uniform Code of Military Justice. I've not acted in any disqualifying manner.

TC: And Your Honor, may I make a correction to a prior remark?

MJ: Sure.

TC: The accused was served on the 24th of August of 2017, ma'am. And the 5-day waiting period has expired.

MJ: Thank you for that correction. I am detailed to this court-martial by the Chief Judge of the Navy-Marine Corps Trial Judiciary. I am certified and sworn as a military judge in accordance with Articles 26(b) and (c), and 42(a) of the Uniform Code of Military Justice. I am not aware of any matter that I believe may be a ground for challenge against me.

However, I invite counsel from both sides to question or challenge me if they so wish. Commander Tang?

TC: Government does not desire to question or challenge, Your Honor.

MJ: All right. Lieutenant Commander Marden?

DC: A few questions, Your Honor, if I may?

MJ: Sure.



DC: So I understand in our 802 conference on Tuesday, that you have worked both with the House of Representatives in an ethical capacity and now with the--the Senate.

Could you describe a little bit about what you do in that capacity, ma'am?

MJ: Sure. In 2011, July, I assumed the position of Director of Investigations for the House Ethics Committee, which is a ten-member committee of the House of Representatives that's charged with providing advice and education, and also enforcing any violations of the standards of conduct for Members, officers, and employees of the House of Representatives. My position was Director of Investigations so I really didn't work on the advisory side. I oversaw a team of seven folks, mostly attorneys, in investigating any allegations of misconduct by Members or their staff. I held that position from July 2011, until I took my current civilian position in January of 2015, as the Chief Counsel and Staff Director for the Senate Ethics Committee, which is essentially the mirror committee on the Senate side. I noted for you all at the, at the pretrial conference that during that time period, July of 2011 to January of 2015, I did do a mobilization for the Navy and so I was not in that position for--from March--the end of March of 2013 to the beginning of March of 2014, when I was on mobilization.

In January of 2015, I assumed my current position, which is as I said, Staff Director and Chief Counsel for the Senate Ethics Committee. There I'm the staff leader, so I oversee the entire staff for the Senate committee which is comprised of six members. And our mission similarly, is to provide advice, education, and training as well as enforcement review and enforcement of the standards of conduct in the United States Senate for Members, officers, and employees of the Senate.

DC: Thank you for that, ma'am. Has any of your--in your official capacity, have you had any type of role dealing with either GDMA or the ethics scandal that has transpired and the reason why we're here today?

MJ: Sure. I have not. Not in my civilian capacity and not in my military capacity. I--I read the Navy Times. So I'm aware that there have been allegations. I read other news sources so I'm aware, generally speaking, that there have been prosecutions in federal court and that there are also investigations and military based charges, but that's probably the extent of my knowledge it's--it's in very general terms.

As I sit here today, I couldn't recite to you the names of other individuals who've been charged or the details of their cases.

DC: Yes, ma'am. And if you were to adjudge a quote, unquote, "light sentence" in this case, would you expect to experience any

blowback or reprisal from any current Senators or House Members based on the nature of this investigation?

MJ: I--I would not. I'm--I'm--I, none of the individuals that I work for are even aware of the nature of this case. They're aware that I'm--that I serve in the United States Navy in reserve capacity, they're aware that my assignment is Military Judge. I've never discussed any cases with them. They're not aware that I'm detailed to this case specifically and I wouldn't anticipate having any discussions with them about it.

DC: Okay. Great, thank you, ma'am.

MJ: Okay.

DC: Those are all the questions I have.

MJ: Sure.

DC: No challenges.

MJ: All right. Thank you.

All right. At--at two 802 conferences held between the trial and defense counsel and I'll just note, when I say trial, defense counsel, the parties present for both of these conferences were Commander Tang on behalf of the government, Lieutenant Commander Marden on behalf of the defense and myself. The accused was not present for either of these conferences. We discussed several matters. I'm going to take them up one at a time so our record is clear.



We had a telephonic 802 conference on Tuesday, January 9, 2018, at approximately 0900. We discussed the following matters: we discussed scheduling and Warrant Officer Ware's arrival in the United States. We discussed my background so that the parties were aware of what it is because neither of the counsel have appeared in front of me before. We reviewed the charge sheet. I noted a--an apparent error in a date and we discussed it. They were reviewing the charge sheet to ensure that it was accurate. I asked counsel to mark all the documents they'd be relying on and ensure that I had an exhibit list. I inquired as to whether or not there was an Article 32 in this case or whether it had been waived.

I indicated to the parties that I would be asking--because of the pretrial agreement provision Paragraph 8(g) that I would be asking about what motions were waived, if any, since there was a general term in the plea agreement about waiver of motions. I asked the counsel of whether or not they believed there was an issue with the statute of limitations because there is a 5-year statute of limitations for both of these charges, and the charges were preferred in May of 2017--on 16 May 2017, which would toll the statute and that there was conduct that predates May of 2012, which would be 5 years earlier. There's conduct in Specification 4 of Charge I, Specification 1 of Charge II that dates back to April of 2010. So I inquired as to whether or not the parties believed there was an issue

and the parties indicated that they believed that the statute was tolled, due to time of war. I just indicated that we would take that up on the record as we will, but that was something we discussed. We discussed the general practice in which I do providence inquiry. That I rely on the framework of the trial guide, but that I will particularize it to the answers that I receive from Warrant Officer Ware. That was the totality of what we asked for.

In terms of scheduling, we discussed continuing the case which was originally scheduled for yesterday, 10 January to today 11 January, in order to allow Warrant Officer Ware to safely arrive in the United States and have an opportunity to consult with his counsel.

So that's--that's the summary of the 802 that we had telephonically. I should note I was in Washington D.C. and the parties were here in Norfolk, Virginia.

Do the parties concur with my summation of the 802 or have anything to add for that one?

TC: Concur, nothing to add for that 802, Your Honor.

DC: Defense concurs, nothing to add, Your Honor.

MJ: All right. We did--we then had an 802 conference in person in my chambers this morning before coming on the record. Again, the same parties were present; the accused was not. We discussed the pen-and-ink changes that the government had made to the--intended to

make, and was going to make, and that it had already been discussed between counsel for the charge sheet, and that there would be mirrored changes in other documents that we have before us, including in the stipulation of fact and in the pretrial agreement--sorry, rather let me clarify that. That there would be mirroring pen-and-ink changes in the stipulation of fact, that it would not be recorded in the pretrial agreement because there was no By Direction Authority. But that Commander Tang was going to notify the Convening Authority of the change to see whether or not they wished a pen-and-ink change or not. We discussed--I inquired as to whether or not the Convening Authority--the convening order had been modified because I'd not yet seen a copy of the convening order. And I asked the parties to double check on the accused's pay, the accuracy of his pay because we are in early January and the pay changes the first of the year. We discussed again, briefly, the providence inquiry based on the statute of limitations discussion that we had had and how--the fact that I was going to inquire of Warrant Officer Ware the--the timeframe of the conduct that he was engaged in.

Do the parties concur with my summation of the 802 that we had just earlier this morning or have anything to add?

TC: Concur, have nothing to add, ma'am.

DC: Defense concurs, Your Honor. The only thing I would add is that we had also discussed the previously retained civilian counsel.



MJ: Thank you, for that addition. We did, indeed, do that.

All right. Prior to this hearing, on 23 October 2017, I'll just note that I issued a trial management order, it was the second one. The first one's marked Appellate Exhibit I. The second, the one that I issued on 23 October 2017, is marked as Appellate Exhibit II. And while I anticipate, based on what the parties have informed me, that this court-martial will be completed today. I will just advise the counsel that the--those dates are still in effect. So if for some reason we don't complete the court-martial today or something changes, those milestones are still in place.

Warrant Officer Ware, you have the right to be tried by a court-martial of a panel--composed of a panel of members. The members would determine if you are guilty or not guilty. If you are found guilty of any offense, they would then determine your sentence.

You also have the right to request trial by military judge alone. If that request is approved, I will decide whether you are guilty or not guilty. If you are convicted of any offense, I would determine your sentence.

Do you understand the difference between trial before members and trial by military judge alone?

ACC: Yes, Your Honor.

MJ: Okay. Have you discussed these choices with your counsel?

ACC: Yes, Your Honor.

MJ: Do you want to be tried by a court composed of members or by military judge alone?

ACC: By judge alone, Your Honor.

MJ: All right. Are you requesting trial by military judge alone as part of a pretrial agreement you have with Convening Authority?

ACC: Yes, Your Honor.

MJ: All right. Did anyone force or threaten you into giving up your right to a trial by members?

ACC: No, Your Honor.

MJ: Your request for trial by military judge alone is approved and this court-martial is assembled.

The accused will now be arraigned.

Commander Tang, are there any corrections or additions to the charges or specifications?

TC: No further corrections than those already made, Your Honor.

MJ: All right. And Commander Marden, you've had a chance to review these changes to the charge sheet?

DC: Yes, Your Honor.

MJ: All right. Do you have any objection to those changes?

DC: No, Your Honor.

MJ: Does the defense desire that the charges and specifications be read?

DC: No, Your Honor, waive the reading.

[THE CHARGE SHEET FOLLOWS AND IS NOT ON A NUMBERED PAGE.]

[END OF PAGE]



**CHARGE SHEET**

**I. PERSONAL DATA**

1. NAME OF ACCUSED (Last, First, MI) WARE, Brian T.			2. SSN (b) (6)	3. RANK/RATE CWO4	4. PAY GRADE CWO4
5. UNIT OR ORGANIZATION USS RONALD REAGAN (CVN-76)			6. CURRENT SERVICE a. INITIAL DATE 25 Mar 87		b. TERM INDEF (Legal Hold)
7. PAY PER MONTH			8. NATURE OF RESTRAINT OF ACCUSED None	9. DATE(S) IMPOSED N/A	
a. BASIC \$7,976.70 <del>\$7,789.80</del>	b. SEA/FOREIGN DUTY \$750.00	c. TOTAL \$8,726.70 <del>\$8,539.80</del>			

ADJ  
11/20/18

**II. CHARGES AND SPECIFICATIONS**

10. CHARGE I VIOLATION OF THE UCMJ, ARTICLE 92

Specification 1 (Violation of a Lawful Order): In that Chief Warrant Officer Four Brian T. Ware, U.S. Navy, USS RONALD REAGAN (CVN-76), on active duty, did, having knowledge of a lawful order issued by the Secretary of Defense, to wit: Paragraph 2-100 of the Joint Ethics Regulation, Department of Defense 5500.07R, as implemented by Department of Defense Directive 5500.07, dated 29 November 2007, an order which it was his duty to obey, at or near Singapore, on or about 17 May 2012, fail to obey the same by wrongfully accepting a gift of a value exceeding permissible limits from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, a prohibited source, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson, in the form of lodging, transportation, and the use of a cellular phone.

Specification 2 (Violation of a Lawful Order): In that Chief Warrant Officer Four Brian T. Ware, U.S. Navy, USS RONALD REAGAN (CVN-76), on active duty, did, having knowledge of a lawful order issued by the Secretary of Defense, to wit: Paragraph 2-100 of the Joint Ethics Regulation, Department of Defense 5500.07R, as implemented by Department of Defense Directive 5500.07, dated 29 November 2007, an order which it was his duty to obey, at or near Pattaya, Thailand and Bangkok, Thailand, from on or about 25 May 2012 to on or about 28 May 2012, fail to obey the same by wrongfully accepting a gift of a value exceeding permissible limits from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, a prohibited source, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson, in the form of lodging, transportation, and the use of a cellular phone.

ADJ 11/20/18

ADJ  
11/20/18

ADJ  
11/20/18

**SEE ONE (1) ADDITIONAL PAGE.**

**III. PREFERRAL**

11a. NAME OF ACCUSER (Last, First, MI) CANTWELL, Douglas J.	b. GRADE LTJG/O-2	c. ORGANIZATION OF ACCUSER Region Legal Service Office Mid-Atlantic
d. SIGNATURE OF ACCUSER 		e. DATE (YYYYMMDD) 20170516

AFFIDAVIT: Before me, the undersigned, authorized by law to administer oaths in cases of this character, personally appeared the above named accuser this 16th day of May, 2017, and signed the foregoing charges and specifications under oath that he/she is a person subject to the Uniform Code of Military Justice and that he/she either has personal knowledge of or has investigated the matters set forth therein and that the same are true to the best of his/her knowledge and belief.

BRENDAN HORGAN  
\_\_\_\_\_  
Typed Name of Officer

LT, JAGC, USN  
\_\_\_\_\_  
Grade and Service

\_\_\_\_\_  
Signature

Region Legal Service Office Mid-Atlantic  
\_\_\_\_\_  
Organization of Officer

Judge Advocate General  
\_\_\_\_\_  
Official Capacity to Administer Oaths  
(See R.C.M. 307(b)--must be commissioned officer)



Specification 3 (Violation of a Lawful Order): In that Chief Warrant Officer Four Brian T. Ware, U.S. Navy, USS RONALD REAGAN (CVN-76), on active duty, did, having knowledge of a lawful order issued by the Secretary of Defense, to wit: Paragraph 2-100 of the Joint Ethics Regulation, Department of Defense 5500.07R, as implemented by Department of Defense Directive 5500.07, dated 29 November 2007, an order which it was his duty to obey, at or near Brisbane, Australia, on or about 29 July 2013, fail to obey the same by wrongfully accepting a gift of a value exceeding permissible limits from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, a prohibited source, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson, in the form of lodging, transportation, and the use of a cellular phone. A77 11 Dec 18  
A77 11 Dec 18

Specification 4 (Violation of a Lawful Order): In that Chief Warrant Officer Four Brian T. Ware, U.S. Navy, USS RONALD REAGAN (CVN-76), on active duty, did, having knowledge of a lawful order issued by the Secretary of Defense, to wit: Paragraph 2-100 of the Joint Ethics Regulation, Department of Defense 5500.07R, as implemented by Department of Defense Directive 5500.07, dated 29 November 2007, an order which it was his duty to obey, in the Seventh Fleet Area of Operations, on divers occasions from about April 2010 to about September 2013, fail to obey the same by wrongfully soliciting and accepting gifts of a value exceeding permissible limits from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, a prohibited source, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson, in the form of requesting lodging, transportation, and the use of a cellular phone, which arrangements were paid for by representatives of Glenn Defense Marine Asia. A77 11 Dec 18  
A77 11 Dec 18

#### CHARGE II, VIOLATION OF THE UCMJ, ARTICLE 134

Specification 1 (Graft): In that Chief Warrant Officer Four Brian T. Ware, U.S. Navy, USS RONALD REAGAN (CVN-76), on active duty, did, being at the time the Food Service Officer for USS BLUE RIDGE, onboard USS BLUE RIDGE and while deployed in the Seventh Fleet Area of Operations, on divers occasions from about April 2010 to about December 2012, wrongfully receive from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson, gifts of lodging, transportation, and the use of cellular phones, constituting a total gift value of over \$1,000.00, in recognition of services rendered and to be rendered by him in relation to an official matter in which the United States was and is interested, to wit: the accurate and non-fraudulent contracting of the U.S. Navy for the purchase of supplies including, but not limited to, food products for the USS BLUE RIDGE while transiting in and around the Seventh Fleet Area of Operations and making port visits within the Seventh Fleet Area of Operations, such conduct being of a nature to bring discredit upon the armed forces.

Specification 2 (Graft): In that Chief Warrant Officer Four Brian T. Ware, U.S. Navy, USS RONALD REAGAN (CVN-76), on active duty, did, being at the time the Food Service Officer for USS GEORGE WASHINGTON, onboard USS GEORGE WASHINGTON and while deployed in the Seventh Fleet Area of Operations, on divers occasions from about December 2012 to about September 2013, wrongfully receive from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson, valuable gifts of lodging, transportation, and the use of cellular phones in recognition of services rendered and to be rendered by him in relation to an official matter in which the United States was and is interested, to wit: the accurate and non-fraudulent contracting of the U.S. Navy for the purchase of supplies including, but not limited to, food products for the USS GEORGE WASHINGTON while transiting in and around the Seventh Fleet Area of Operations and making port visits within the Seventh Fleet Area of Operations, such conduct being of a nature to bring discredit upon the armed forces.

AND NO OTHERS.



12. On 18 May 2017, the accused was informed of the charges against him/her and of the name(s) of the accuser(s) known to me. (See R.C.M. 308(a)). (See R.C.M. 308 if notification cannot be made.)

ANGELA TANG

Typed Name

Region Legal Service Office Mid-Atlantic

Organization

CDR/O-5

Grade

*As*

Signature

IV. RECEIPT BY SUMMARY COURT-MARTIAL CONVENING AUTHORITY

13. The sworn charges were received at 1545 hours, 16 May 2017 at United States Fleet Forces

Designation of Command or

Command

Officer Exercising Summary Court-Martial Jurisdiction (See R.C.M. 403)

FOR THE Commander

TREVOR RUSH

Typed Name of Officer

Fleet Judge Advocate, By Direction

Official Capacity of Officer Signing

CAPT/O-6

Grade

*Trevor Rush*

Signature

V. REFERRAL; SERVICE OF CHARGES

14a. DESIGNATION OF COMMAND OF CONVENING AUTHORITY

b. PLACE

c. DATE

U.S. Fleet Forces Command

Norfolk, Virginia

11 August 2017

Referred for trial to the General court-martial convened by General Court-Martial

Convening Order I-17 dated

7, August 2017, subject to the following instructions:<sup>2</sup> None.

By \_\_\_\_\_ Cf- \_\_\_\_\_

Command or Order

P. S. DAVIDSON

Typed Name of Officer

Commander

Official Capacity of Officer Signing

Admiral, U.S. Navy

Grade

*P. S. Davidson*

Signature

15. On 24 ~~17~~ August, 20 17, I (caused to be) served a copy hereof on (each of) the above named accused.

ANGELA TANG

Typed Name of Trial Counsel

CDR/O-5

Grade or Rank of Trial Counsel

*Angela Tang*

Signature

FOOTNOTES

1 -- When an appropriate commander signs personally, inapplicable words are stricken.

2 -- See R.C.M. 601(e) concerning Instructions. If none, so state.

DD Form 458 Reverse

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MJ: Are there any motions?

DC: No, Your Honor.

MJ: Accused and Counsel, please rise.

[The accused and defense counsel did as directed.]

MJ: Warrant Officer Ware, how do you plead?

DC: Your Honor, through counsel, Chief Warrant Officer Four Brian T. Ware, United States Navy, pleads as follows:

**To all Charges and Specifications thereunder: Guilty.**

MJ: Warrant Officer Ware, has your counsel correctly stated your pleas?

ACC: Yes, Your Honor.

MJ: All right. You may be seated.

[The accused and defense counsel did as directed.]

MJ: Warrant Officer Ware, again, before we start with the actual going through your guilty plea and I'll have questions for you. I do want to advise you, because I anticipate that we'll take some breaks during the day as needed, including, if you need a break. So if at any point you need a break, please simply inform your counsel or signal somehow to the court and I, of course, will give you an opportunity to take a break. But on those breaks, if we take a break, I need to advise you that because an arraignment has just occurred, there are legal consequences to that, one of which I want to explain.

That is you have the right to be represented by counsel, to be--both to be represented by counsel and to be present yourself at every hearing of this court at every stage. If you are voluntarily absent from now since arraignment has just occurred, even just on a break, and let's say we would take a break and you don't come back to court, this trial could proceed in your absence. Again, since we anticipate a guilty plea here, it wouldn't go that far, but there could be proceedings without you here. So I want to ensure that you understand that it is essential that you are either present at every session of this court, or that you inform your counsel if there's a reason why you need to not be present.

Again, I don't anticipate that you're not going to come back from a break. But if something were to come up, you need to inform your counsel so that the counsel can inform the court.

Do you understand that?

ACC: Yes, Your Honor.

MJ: All right. Warrant Officer Ware, we will now discuss your pleas of guilty. The court can only accept your guilty pleas if you understand their meaning and effect. As I just said, if you, at any time have any questions or wish to talk to your defense counsel, please tell your counsel and we'll take a break.

A plea of guilty is the strongest form of proof known to the law. Based on your pleas of guilty alone, without receiving any

evidence, this court can find you guilty of the offenses to which you are pleading guilty. Your pleas of guilty will not be accepted unless you understand that by pleading guilty, you are admitting your guilt as to each and every element of the offenses to which you are pleading guilty.

Do you understand that?

ACC: Yes, Your Honor.

MJ: The court will only accept your guilty pleas if you are pleading guilty because you are, in fact, guilty and because you believe you are guilty. If you do not believe you are guilty, then you should not plead guilty for any reason. Even if you believe you're guilty, you still have a legal and moral right to plead not guilty. If you were to plead not guilty, then you would be presumed under the law to be innocent, and only by introducing evidence, proving your guilt beyond a reasonable doubt, could the government overcome this presumption of innocence.

Do you understand that?

ACC: Yes, Your Honor.

MJ: By pleading guilty, you give up three important rights:

First, the right against self-incrimination; that is, the right to say nothing at all about the offenses to which you have pled guilty;



Second, the right to a trial of the facts by this court; that is, your right to have this court-martial decide whether or not you are guilty based upon evidence the prosecution would present, and on any--any evidence you may introduce;

Third, the right to confront witnesses called against you and to call witnesses in your own defense.

Do you have any questions about these rights?

ACC: No, Your Honor.

MJ: Do you agree to give up these three rights with regard to the offenses to which you have pled guilty and answer the court's questions?

ACC: Yes, Your Honor.

MJ: Do you understand that by pleading guilty, there will not be a trial of any kind?

ACC: Yes, Your Honor.

MJ: Warrant Officer Ware, you have--have you had enough time to discuss your case with your counsel, Lieutenant Commander Marden?

ACC: Yes, Your Honor.

MJ: Do you believe that your counsel's advice has been in your best interest?

ACC: Yes, Your Honor.

MJ: Are you pleading guilty freely and voluntarily?

ACC: Yes, Your Honor.

MJ: Has anyone threatened or forced you to plead guilty?

ACC: No, Your Honor.

MJ: In a moment, you will be placed under oath and we will discuss the facts underlying your pleas of guilty. If what you say is not true, your statements may be used against you in a prosecution for perjury or false statement.

Do you understand that?

ACC: Yes, Your Honor.

MJ: In addition, the government may ask that your answers be used against you in determining your sentence.

Do you understand that your answers may be used as evidence against you during the sentencing portion of this trial?

ACC: Yes, Your Honor.

MJ: Warrant Officer Ware, please stand, face the trial counsel, and raise your right hand.

Commander Tang, please administer the oath to the accused.  
[The accused was sworn.]

MJ: All right. I understand from the counsel that there is a stipulation of fact in this case, is that right?

TC: Yes, Your Honor.

MJ: And that's been marked as Prosecution Exhibit 1 for identification?

TC: Yes, Your Honor.

MJ: And please make sure that Warrant Officer Ware has a copy of Prosecution Exhibit 1 for identification in front of him.

DC: It's in front of him, Your Honor.

MJ: Okay. Warrant Officer Ware, I, too, have a copy of Prosecution Exhibit 1 for identification in front of me, which is a stipulation of fact.

Is that your signature on page eight of this document of the stipulation?

ACC: Yes, Your Honor.

MJ: And as we just discussed here on the record, in your presence, there's been a pen-and-ink change to the document on page four--I'm sorry, on page two, and on page four. [Paging through the stipulation.] So there are two changes to that document.

Have you had a chance to review the changes as well?

ACC: Yes, Your Honor.

MJ: Before signing this document, did you read it thoroughly and discuss it with your counsel?

ACC: Yes, Your Honor.

MJ: All right. And I'll just note that you read it and discussed it before you signed it, but there have been those two changes that have been made after you signed it and you've reviewed those as well, is that right?

ACC: Yes, Your Honor.



MJ: All right. Do both counsel agree to the stipulation and that your signatures appear on this document?

TC: Yes, Your Honor.

DC: Yes, Your Honor. And I would just note for the record, that Mr. Visher, the civilian defense counsel, had signed it as well when he was in his capacity of representing Warrant Officer Ware for that.

MJ: Okay. I appreciate that clarification for the record. And again, as for the dates we can see that was back in November of 2017.

All right. Warrant Officer Ware, a stipulation of fact is an agreement between you, your attorney, and the government that the contents of the stipulation are true. If the stipulation is entered into evidence, the information in it cannot be contradicted by you or the government. You have the absolute right not to enter into this stipulation, and the court will not accept it without your consent.

Do you understand that?

ACC: Yes, Your Honor.

MJ: Are you voluntarily entering into this stipulation because you believe it is in your best interest to do so?

ACC: Yes, Your Honor.

MJ: Has anyone forced or threatened you to agree to this stipulation?

ACC: No, Your Honor.

MJ: Warrant Officer Ware, the government has the burden of proving beyond a reasonable doubt every element of the offenses with which you are charged. By stipulating to the offenses, as you are doing here, you alleviate that burden. That means that based upon the stipulation alone and without receiving any other evidence, the court can find you guilty of the offenses to which the stipulation relates.

Do you understand that?

ACC: Yes, Your Honor.

MJ: If I admit the stipulation into evidence, it will be used in two ways:

First, I will use it to determine if you are, in fact, guilty;

Second, I will use it in determining your sentence.

Do you understand and agree to these uses of the stipulation?

ACC: Yes, Your Honor.

MJ: Do both counsel also agree to these uses?

TC: Yes, Your Honor.

DC: Yes, Your Honor.

MJ: Warrant Officer Ware, a stipulation--as I just said a stipulation of fact ordinarily cannot be contradicted. If it should be contradicted after I have accepted your guilty plea, I will reopen

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this inquiry so you should therefore let me know if there is anything whatsoever you disagree with or believe to be untrue in the stipulation.

Do you understand that?

ACC: Yes, Your Honor.

MJ: At this time, I'd like you to review one more time the stipulation in front of you, read it to yourself and when you're finished reading it, please look up at me.

ACC: [Did as directed.]

MJ: Now, having reviewed it one more time, is there--is everything in the stipulation Warrant Officer Ware, is everything in the stipulation true and correct?

ACC: Yes, Your Honor.

MJ: Is there anything in the stipulation that you do not wish to admit?

ACC: No, Your Honor.

MJ: Have you consulted fully with your counsel about the stipulation, Warrant Officer Ware?

ACC: Yes, Your Honor.

MJ: After having consulted with your counsel, do you consent to my accepting the stipulation?

ACC: Yes, Your Honor.



MJ: Warrant Officer Ware, has anybody made any promises or agreements with you in connection with the stipulation?

ACC: No, Your Honor.

MJ: And I'll just ask counsel, other than the PTA which does have a provision requiring Warrant Officer Ware to enter into a stipulation, not this particular one, if he's required to entered into a stipulation, which I understand the PTA has been marked as Appellate Exhibit III and IV, are there any other written or unwritten agreements with the parties in connection with this stipulation?

TC: No, Your Honor.

DC: No, Your Honor.

MJ: Does either counsel believe there are--that any further inquiry is required into the factual basis for the stipulation?

TC: No, Your Honor.

DC: No, Your Honor.

MJ: Commander Marden, do you have any objections to Prosecution 1 for identification?

DC: No, Your Honor.

MJ: Prosecution 1 for identification, the stipulation of fact, is admitted into evidence; the words, "for identification" will be stricken. And I have reviewed it before coming onto the record.

Warrant Officer Ware, I'm now going to explain the elements of the offenses to which you have pled guilty. By "elements," I mean those facts that the prosecution would have to prove, beyond a reasonable doubt, before you could be found guilty, if you had pled not guilty.

Listen to the elements and ask yourself if they are true and whether or not you want to admit to the court that they are true, then be ready to talk about the facts.

Please follow along on your copy of the charge sheet as the elements are listed for you.

Do you have a copy of the charge sheet in front of you?

ACC: Yes, Your Honor.

MJ: Please look at Charge I, Specification 1, which alleges the offense of violating a lawful written order in violation of Article 92, of the Uniform Code of Military Justice. You have pled guilty to this offense. The elements of this offense are as follows:

That, on or about 17 May 2012, there was in existence a certain order lawful order in the following terms, Paragraph 2-100 of the Joint Ethics Regulation, Department of Defense 5500.7-R, as implemented by Department of Defense Directive 5500.07 dated 29 November 2007;

That, you had knowledge of the order;

That, you had a duty to obey such order; and

That, on or about 17 May 2012, at or near Singapore, you failed to obey this order by wrongfully accepting a gift of value exceeding permissible limits from Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, a prohibited source, and Glenn Defense Marine Asia employees working on behalf of Mr. Peterson in the form of lodging, transportation and the use of a cellphone.

An order, to be lawful, must relate to a specific military duty and be one that is authorized under the circumstances. An order is lawful if it is reasonably necessary to safeguard and protect the morale, discipline, and usefulness of the members of a command and is directly connected with the maintenance of good order in the services. It is illegal if it is unrelated to military duty, its sole purpose is to accomplish some private end, it's arbitrary or unreasonable, or it is given for the sole purpose of increasing the penalty for an offense which it is expected the accused may commit.

When I'm reviewing with you--while I'm reviewing this definition of what a lawful order is, as we discuss Specification 1 of Charge I, I'll note this definition of lawful order is applicable to all four specifications under Charge I.

Do you understand the elements and definitions as I have read them to you?

ACC: Yes, Your Honor.



MJ: Do you understand the elements of this offense?

ACC: Yes, Your Honor.

MJ: Do these elements accurately describe what you did?

ACC: Yes, Your Honor.

MJ: Are you currently on active duty in the United States Navy?

ACC: Yes, Your Honor.

MJ: On 1 April 2010, were you a member of the United States Navy on active duty?

ACC: Yes, Your Honor.

MJ: Have you been discharged or released from active duty since that date?

ACC: No, Your Honor.

MJ: In Specification 1 under Charge I, is your rank--is your name, rank, unit and organization correctly stated and spelled?

ACC: Yes, Your Honor.

MJ: Warrant Officer Ware, please state, in your own words, why you believe you are guilty of Specification 1 of Charge I.

ACC: Yes, that I did take gifts from Neil Peterson and Glenn Defense Marine.

MJ: Okay. Were you, were you--I want to walk through the order first. So did the Secretary of Defense issue a written order, specifically, the Joint Ethics Regulation, Department of Defense

5500.7-R as implemented by Department of Defense Directive 5500.07 dated 29 November 2007?

ACC: Yes, Your Honor.

MJ: Were you aware of the Joint Ethics Regulation?

ACC: Yes, Your Honor.

MJ: And were you also aware of the DOD directive that implements the Joint Ethics Regulation?

ACC: Yes, Your Honor.

MJ: How did you become aware of those directives? Did you receive training on them, was it briefed to you? Is it something that you read on your own? How did you become aware of these regulations?

ACC: It was briefed to me.

MJ: Okay. And did you become aware of it prior to April 2010, which is the beginning of the timeframe that we'll be discussing today?

ACC: Yes, Your Honor.

MJ: Do you believe that the Joint Ethics Regulation and its implementing directive were reasonably necessary to safeguard and protect the morale, discipline and usefulness of the members of the military?

ACC: Yes, Your Honor.

MJ: And can you explain to me--I understand you didn't write the regulation, but you've read it and you operate under it. Can you explain to me how it is that you think or what the purpose you think of the JER is, what--of the J-E-R, is? How does it protect or safeguard the morale, discipline, and usefulness of members of the military service?

ACC: I understand. It's in place to make sure that there's a standard of law out there of accepting gifts is not authorized and to have something in writing, in place, to keep a balance of the military.

MJ: And do you agree that the--that the order that the JER, the Joint Ethics Regulation, because it covers those kinds of things, do you agree that it was directly connected with the maintenance of good order in the military?

ACC: Yes, Your Honor.

MJ: Do you agree that it was authorized, that the Secretary of Defense had the power to issue this regu--this order?

ACC: Yes, Your Honor.

MJ: Do you agree that, as I gave you the definition of lawful, that it was lawful?

ACC: Yes, Your Honor.



MJ: Did you have a duty to obey the order in April of 2010, and continuing through the end of the charged timeframe which is December--or rather, September of 2013?

ACC: Yes, Your Honor.

MJ: Do you believe that at any point during that timeframe, you did not have a duty to obey the order?

ACC: No, Your Honor.

MJ: And on or about 17 May, as it's charged in Specification 1, at or near Singapore, can you tell me how it is that you violated this order?

ACC: [Conferring with counsel.] Could you repeat the question again, ma'am?

MJ: Sure. So I want to talk now that we've talked about the order generally, how it is that on or about 17 May of 2012, which is the Charge in Specification 1 under Charge I, at or near Singapore, what you did to violate this order?

ACC: I violated it by getting a driver, a room, and a cellphone for communications.

MJ: Okay. From a prohibited source?

ACC: Yes, ma'am--or yes, Your Honor.

MJ: Now, I just want to--we can look at the stipulation of fact, Prosecution 1, on page three which has some specific

information about Charge I, Specification 1. So I'll just--we can talk about that for a moment as we talk about Specification 1.

It recites here that the value of the gift, this--the hotel room, the driver and the, I believe you said it was a cellphone. I want to just go over Paragraphs 11 and 12 of the stipulation on Page 3. It says that you stayed at the Park Hotel for 2 nights from 17 to 18 May 2012, and that the expenses were paid by the Glenn Defense Marine Asia and that during this same port visit that the--I'm sorry, GDMA, which I'll use as an abbreviation for Glenn Defense Marine Asia.

ACC: Yes, Your Honor.

MJ: Charged the BLUE RIDGE at least \$90.00 per day for a medium-size sedan and driver and that was your car and driver as far you understand it, is that right?

ACC: Yes, Your Honor.

MJ: And I understand that you may know some of these things, but let's talk about this for a moment. Some of these things as you sit here today, do you have an independent recollection of all of the details of the things that we are going to be discussing?

ACC: Yes--yes, I do, and I'm ready to speak when it's time. I'd love to explain my situation, ma'am.

MJ: Okay. And--and in terms of the dates though and the amounts, some of those things, some of those you've learned from documents that you've seen from the government, is that right?

ACC: Yes, ma'am. It was quite a while ago. So I'm very--very vague on dates and amounts.

MJ: Okay. But--but in order to--in order to agree to the stipulation which has a specific date and has an amount in it, have you or your counsel been shown records so you're satisfied that these dollar amounts and that these dates are the dates when these things happened?

ACC: Yes, Your Honor.

MJ: Okay. So when I talk about that, I--I just want to make it clear sort of what this is and I understand something that happened 3, you know, 5 to 10 years ago. You may not, as you're sitting here today remember the exact date, but you've looked at records or you've been shown documents, given information, that satisfies you that these dates in the stipulation are correct, is that right?

ACC: Yes, Your Honor.

MJ: All right. And these dollar amounts are correct?

ACC: Yes, Your Honor.

MJ: All right. I do want to just ask one more question before we move onto Specification 2, and that is, as--as alleged, as I read you the charge, it says that you received this from GDMA from either



Neil Peterson or employees acting on his behalf and that they were a prohibited source.

Can you just explain to me your understanding of what a prohibited source is?

ACC: Just a source that's not authorized to give gifts to military members.

MJ: Okay. And is that by virtue of the fact that they have business work before the military?

ACC: Yes, yes, Your Honor.

MJ: Okay. And is that something that, again, a part of the JER that there are restrictions so that folks that want to get business before the military don't--aren't allowed to give you gifts in order to get you to pick their company, as opposed to another company?

ACC: Yes, Your Honor.

MJ: Do either counsel believe that any further inquiry into Specification 1 of Charge I is required?

TC: Your Honor, if you could, just a brief inquiry into whether he thought that this gift fell under any of the exceptions that might make it permissible under the Joint Ethics Regulation and under the C.F.R.

MJ: Okay. Commander Marden, anything from you?

DC: No, Your Honor.

MJ: All right. Warrant Officer Ware, you've heard Commander Tang's request. So do you believe that the gifts that we've been discussing, this Park Hotel room stay for 2 nights from 17 to 18 May 2012, and the driver during that port visit to Singapore, do you believe that either one of those fell under an exception to the Joint Ethics Regulation?

ACC: No, Your Honor.

MJ: Do you believe there was any basis or reason why you could have accepted those?

ACC: No, Your Honor.

MJ: Any additional inquiry, Commander Tang?

TC: No, Your Honor.

MJ: I'd like to now just move to Specification 2 under Charge I, Warrant Officer Ware. And I will note that because there are four specifications of violating the same order, it may feel a bit repetitive. I do need to go through each individual specification. However, I will not repeat the definitions that I gave you about what a lawful order is unless you want me to. If you'd like me to remind you, I'm happy to do that.

So looking at Charge I, Specification 2 now, which alleges the offense of violating a lawful written order in violation of Article 92, of the Uniform Code of Military Justice, you have pled guilty to this offense. The elements of this offense are as follows:

That, on or about 25 May 2012, there was in existence a certain order lawful order or regulation in the following terms, Paragraph 2-100 of the Joint Ethics Regulation, Department of Defense 5500.7-R, as implemented by the Department of Defense Directive 5500.07 dated 29 November 2007;

That, you had knowledge of the order or regulation;

That, you had a duty to obey such order or regulation; and

That, on or about 25 May 2012 to on or about 28 May 2012, at or near Pattaya, Thailand and Bangkok, Thailand, you failed to obey this lawful order by wrongfully accepting a gift of value, exceeding permissible limits from Neil Peterson, General Manager, Worldwide Operations, GDMA, a prohibited source and GDMA employees working on behalf of Mr. Peterson in the form of lodging, transportation and the use of a cellphone.

Do you want me to repeat the definition of lawful order?

ACC: No, ma'am.

MJ: Do you understand the elements of this offense?

ACC: Yes, Your Honor.

MJ: Do these elements accurately describe what you did?

ACC: Yes, Your Honor.

MJ: In Specification 2 under Charge I, is your name, rank, unit and organization correctly stated and spelled?

ACC: Yes, Your Honor.



MJ: And again, Warrant Officer Ware, please state, in your own words, why you believe you believe you are guilty of Specification 2 under Charge I?

ACC: I--taking gifts from a prohibited source.

MJ: And specifically, again, looking at page three of Prosecution 1 which relates, paragraphs thirteen and fourteen, you've admitted in the stipulation that on or about 25 May to on or about 28 May of 2012, at or near Pattaya, Thailand and Bangkok, Thailand, that you violated the JTR--the JER rather, by wrongfully accepting a gift of value specifically, a hotel stay at the Pattaya Discovery Beach Hotel from 25 to 29 May, and that during that time, while this covers the whole time period that you also had a room in Bangkok, Thailand, from 26 to 28 May 2012, with a late checkout for that Bangkok, Thailand room;

That you also had a driver while you were in both of those cities and that all expenses were paid by GDMA and specifically during this port visit, GDMA charged the USS BLUE RIDGE \$140.00 per day for a medium-size sedan and driver.

And is that--those--are those the specifics of what happened in relation to Charge I, Specification 2?

ACC: Yes, Your Honor.

MJ: And again, the same things, I won't repeat them for each one, for all four of these specifications, during this entire time

from April 2010 through September 2013, was it your understanding that GDMA was a prohibited source?

ACC: Yes, Your Honor.

MJ: And that Neil Peterson whom you were dealing with was the World Wide Man--was the General Manager of World Wide Operations for GDMA?

ACC: Yes, Your Honor.

MJ: And whether you were dealing with Mr. Peterson, himself, or employees that were working on his behalf that these items were coming from GDMA?

ACC: Yes, Your Honor.

MJ: For this specific act, did you believe that for these two hotel rooms and the driver in Thailand, during these dates between 25 and 29 May 2012, do you believe that you had--there was any exception in the Joint Ethics Regulation that would have allowed you to properly accept these gifts?

ACC: No, Your Honor.

MJ: And at the time, just for this specification, I do want to go back actually, to Specification 1 as well.

When you accepted these, how did you know that they were coming, the gifts were coming from either Mr. Peterson, on behalf of GDMA, one of the other employees, on behalf of GDMA? How was it that you knew that?

ACC: Through communications with him.

MJ: Okay. With Mr. Peterson himself?

ACC: Yes, Your Honor.

MJ: And did you also have communications with other people from GDMA?

ACC: I don't remember the names of them, Your Honor.

MJ: Okay. So was it primarily Mr. Peterson that you dealt with?

ACC: Yes, Your Honor.

MJ: Okay. And going back, because I do need to make sure I have a factual basis for each and every specification. Going back to Specification of Charge I, I want to ask you those same questions.

How is it that you know that the hotel room at the Park Hotel from 17 to 18 May 2012, and the driver in Singapore, how's it that you know that that was coming from GDMA?

ACC: Through communication with Neil.

MJ: Any additional inquiry in light of my questions on either Specification 1 or Specification 2 of Charge I?

TC: No, Your Honor.

DC: No, Your Honor.

MJ: All right. Warrant Officer Ware, we're going to look now at Specification 3 of Charge I. Specification 3 of Charge I alleges the offense of violating a lawful written order in violation of



Article 92, of the Uniform Code of Military Justice. You have pled guilty to this offense. The elements of this offense are as follows:

That, on or about 25 May 2012, there was in existence a certain order lawful order or regulation--I'm sorry, I have the date wrong there. Let me back up. That, on or about 29 July 2013, there was in existence a certain lawful order or regulation in the following terms, Paragraph 2-100 of the Joint Ethics Regulation, Department of Defense 5500.7-R, as implemented by the Department of Defense Directive 5500.07 dated 29 November 2007;

That, you had knowledge of this order;

That, you had a duty to obey such order; and

That, on or about 29 July 2013, at or near Brisbane, Australia, you failed to obey this lawful order by wrongfully accepting a gift of value exceeding permissible limits from Neil Peterson, General Manager, Worldwide Operations, GDMA, a prohibited source, and GDMA employees working on behalf of Mr. Peterson in the form of lodging, transportation, and the use of a cellular phone.

Do you need me to repeat any of the definitions that I previously gave you, Warrant Officer Ware?

ACC: No, Your Honor.

MJ: Do you understand the elements of this offense?

ACC: Yes, Your Honor.

MJ: Do these elements accurately describe what you did?

ACC: Yes, Your Honor.

MJ: In Specification 3 under Charge I, is your name, rank, unit and organization correctly stated and spelled?

ACC: Yes, Your Honor.

MJ: Warrant Officer Ware, please state, in your own words, why you believe you are guilty of Specification 3 of Charge I?

ACC: Taking gifts from a prohibited source, Your Honor.

MJ: And I'm looking now at the bottom of page three of Prosecution 1. The specific details of Specification 3, that on or about 29 July 2013, at or near Brisbane, Australia, that you solicited a gift from GDMA.

"Soliciting" meaning that you asked for the gift or requested it, that you sought it somehow and that you were--that you did this by writing an email where you said, you were looking for some love on a room, if possible. That this email referred solely to the hotel room itself and in no way, shape, or form, was a request for the acceptance of any type of prostitution services, you were just looking for a room, but that you requested such a hotel room for the time period 29 July to 3 August 2013 and that a GDMA representative in Australia informed you that your room was booked at the Novatel Brisbane a four, a four and-a-half star hotel and that all of these expenses were paid by GDMA.

So just looking now at Specification 3, does that--does that--is that an accurate recitation of what happened on 29 July 2013--or in connection with getting this hotel room for 29 July to 3 August?

ACC: Yes, Your Honor.

MJ: All right. And so you understood that via this email that GDMA would be paying the cost of this hotel for you?

ACC: Yes, Your Honor.

MJ: And you understood that they were still a prohibited source?

ACC: Yes, Your Honor.

MJ: Did you believe that there were any exceptions under the Joint Ethics Regulation or any other guidance that would have allowed you to accept this gift?

ACC: No, Your Honor.

MJ: Do the parties believe that any further inquiry into Specification 3 of Charge I is required?

TC: Since we don't have a specific dollar value in the stipulation, just inquiry whether he believes that exceeded permissible limits, the value of the gift received, Your Honor.

MJ: Okay. Commander Marden?

DC: No objection, if I could just have a minute?

MJ: Sure.



DC: [Conferring with accused.] Thank you, ma'am.

MJ: All right. Warrant Officer Ware, as you heard Commander Tang, there is no factual recitation in the stipulation about the value of this hotel stay from 29 July to 3 August 2013, in Prosecution 1. There's only the name of the hotel and the fact that it's a four and-a-half star hotel.

What is your understanding as to whether or not this hotel room, the gift of this hotel room, exceeded permissible limits?

ACC: Yeah, it was over \$20.00, so that's how I knew it was...

MJ: Okay. That was going to be my next question.

So what is your understanding of what the permissible limits are in terms of accepting a gift?

ACC: Gifts, anything over \$20.00.

MJ: Okay. Do the parties request any additional inquiry?

TC: No, Your Honor.

DC: No, ma'am.

MJ: And just so our record is clear, Warrant Officer Ware, that permissible--that permissible limit threshold, the \$20.00 because this is the same order we are talking about in each specification, that applies to all four specifications under Charge I, is that right?

ACC: Yes, Your Honor.

MJ: All right. Turning to Charge I, Specification 4 of--which alleges an offense of violating a lawful written order in violation of Article 92, of the Uniform Code of Military Justice. You have pled guilty to this offense. The elements of this offense are as follows:

That, on or about April 2010 through September 2013, there was in existence a certain lawful order or regulation in the following terms, Paragraph 2-100 of the Joint Ethics Regulation, Department of Defense 5500.7-R, as implemented by the Department--by Department of Defense Directive 5500.07 dated 29 November 2007;

That, you had knowledge of the order;

That, you had a duty to obey such order; and

That, on or about April 2010 through September 2013, in the Seventh Fleet Area of Operations, you failed to obey this lawful order by wrongfully soliciting and accepting gifts of a value exceeding permissible limits from Neil Peterson, General Manager, Worldwide Operations, GDMA, a prohibited source, and GDMA employees working on behalf of Mr. Peterson, in the form of requesting lodging, transportation, and the use of a cellphone, which arrangements were paid for by representatives of GDMA.

Do you need me to repeat any of the definitions I've already provided?

ACC: No, Your Honor.

MJ: Do you understand the elements of this offense?

ACC: [Conferring with counsel.]

MJ: Do you understand the elements of this offense?

ACC: Yes, Your Honor.

MJ: Do these elements accurately describe what you did?

ACC: Yes, Your Honor.

MJ: In Specification 4 under Charge I, is your name, rank, unit and organization correctly stated and spelled?

ACC: Yes, Your Honor.

MJ: Warrant Officer Ware, please state, in your own words, why you believe you are guilty of Specification 4 of Charge I?

ACC: Receiving gifts from a prohibited source.

MJ: Did you also "solicit gifts," meaning ask for those gifts or request those gifts in any way?

ACC: Yes, Your Honor.

MJ: All right. Looking at page four of Prosecution 1, which contains additional factual information that you've provided and agreed to along with the government, it--during this time period we have a hotel room in Jakarta, at the Shangri-La Hotel in May of 2012. That was pen-and-inked from June. So that--that actually, do we have a more specific date in May, Commander Marden or Commander Tang?

TC: Just one moment, Your Honor. [Looking through documents.]



DC: I believe it was a 12 to the 16th, Your Honor. Commander Tang had shown me an email earlier.

MJ: Okay. All right. That was going to be my next question as to what the basis for that date is, thank you.

And that there was a hotel room that was for you and an additional friend that was funded by GDMA. And that the cost for your friend's room that GDMA took on--on your behalf, that they paid on your behalf was \$329.18;

That in--during a port visit to Busan, Korea in 20--on 24 August 2012, on or about, that you were given a luxury tourist hotel room, car and driver--I'm sorry it was near Osan, Korea, but during a port visit to Busan. And that you, in terms of asking for it, that you specifically asked the GDMA employee to ensure that the driver did not put a sign on the vehicle's window with your name on it;

That there was a hotel room, car and cellphone in Kota Kinabalu, Malaysia in February of 2011;

That there was a hotel room and driver in Sihanoukville, Cambodia in April of 2012, that during that same visit, GDMA paid \$120.00 per day for a sedan and driver for you--rather, sorry, that there was a, there was one car for the Seventh Fleet Chief of Staff and one car for the BLUE RIDGE Commanding Officer;

That on--during a port visit, again, that same Korea port visit I was just reviewing with you, the visit beginning on 24 August 2012, that you had a hotel and driver in Pyeongtaek, Korea and that you had requested the hotel room, that it would include multiple beds;

That a driver and a hotel room were provided at the International Hotel in Changwon, Korea for a port visit to Chinhae, Korea beginning 30 August 2012; and

Finally, that a hotel and driver in DaNang, Vietnam, from 23 to 26 April 2012, during the same port visit the BLUE RIDGE paid GDMA \$300.00 per day for a medium sedan and driver. One car was provided to the Seventh Fleet Chief of Staff and one to the BLUE RIDGE Commanding Officer.

So do you agree, Warrant Officer Ware, that these dates and amounts and the notations about your requests to GDMA, that those are all correct and that you requested those things of value and accepted the things of value that are recited here in Prosecution 1 in relation to Specification 4 of Charge I?

ACC: Yes, Your Honor.

MJ: Do you believe that there was any exception or any reason that would allow you any--any basis that would allow you to accept any of the gifts that we've been talking about?

ACC: No, Your Honor.

MJ: And do you understand that--that in addition to not--to being prohibited from accepting gifts, that it's actually also improper for you to ask for or request or solicit those gifts?

Do you understand that?

ACC: Yes, Your Honor.

MJ: Do counsel request any additional inquiry into Specification 4 of Charge I?

TC: No, Your Honor.

DC: No, Your Honor.

MJ: All right. I would like at this time, since this is the first time we've had an April date to take up the statute of limitations issue with the parties.

So I'll note, again for the record, that we discussed it at the 802, but I think this is the appropriate time now to take it up as a legal matter. As I've already recited, it's the court's understanding that for--for the crimes charged for Article 92 and Article 134, graft, that both of those have a 5-year statute of limitations, is that right?

Do the parties agree with the court on that?

TC: That is the--the nominal statute of limitations if it--if the statute of limitations has not tolled. Yes, Your Honor.

DC: Defense concurs, Your Honor.



MJ: Okay. So understanding that in the first instance there's a 5-year statute of limitations and that again, in the first instance that statute of limitations runs, in this case, let's start with the date of preferral of charges, that these charges are brought.

Charges were preferred on 16 May of 2016, which means that the statute would run 5 years back from that date.

Do the parties agree? Again, we're going to walk through this step-by-step. So do the parties agree that that's their understanding as well?

TC: Yes, Your Honor.

DC: Defense concurs, Your Honor.

MJ: All right. And that there are certain bases that can--that can toll a statute of limitations. One of the bases that can toll a statute of limitation is wartime.

Is that, again, is that the parties' understanding of the law?

TC: Yes, Your Honor. Citing to Article 43(f)(3) of the UCMJ.

DC: Defense concurs that a declaration of war could toll the statute, Your Honor.

MJ: All right. So what are the parties' position as to whether or not the statute was tolled here, and therefore whether or not the--any conduct predating May 17th of 2012, would be pulled in? What are the parties' position as to that?

TC: Your Honor, there's a--the government cites to certainly, a nonbinding authority of an Army Court of Criminal Appeals opinion in United States v. Rivaschivas which was interpreting the time of war, tolling of the statute of limitation for the purposes of unauthorized absence. And the government does note that that is an unpublished case. But that case interpreted that a de facto versus a declared time of war can be used to toll the statute of limitations and the government would submit that that same logic applies to Article 43(f)(3) and that the statute of limitation is tolled. However, the court could, as I believe you intend to do, ensure that there is a substantial factual basis that is within the ordinary 5-year statute of limitations to ensure that this issue would not disturb the finding of guilt.

MJ: Commander Marden?

DC: It's an interesting dilemma, Your Honor, in that we, as part of the PTA, waived all waivable motions. I can't really make a motion to dismiss for that. I know that Your Honor was going to ask me, at a later point, what motions had I contemplated filing and this was number one on the list.

So my esteemed colleague and I can disagree on that. But for the purposes of the PTA, and in the best interest of Warrant Ware, he and I have talked about this and we're not going to object to the statute being tolled for that period.

MJ: Okay. Well, that--that is, and you know, these things come up as it makes sense to bring them up. So that is a provision of the PTA that we would talk about, but it seems to make sense to do it now while we're talking about the factual basis and we'll probably catch it again when we talk about the PTA. But I do want to explain to you as we're going through this and--and again, I do believe we'll review it later.

But Warrant Officer Ware, I want make sure that you understand the legal discussion that we're having here. That if something is barred by the statute of limitations, the statute of limitations exists in the law to protect people from having to be answerable for things that happened decades and decades ago. As a public policy matter, the--the legislatures who draft the laws and create law choose what period of time they think is appropriate based on the nature of the offense, and affix a statute of limitations so that there is an end time to when it is that someone can be called in to--to answer for a charge of a crime. And again, that exists for many public policy reasons. I'm not a legislator. I had no--no role in making any of these laws or determining the statute of limitations. But it's important that you understand why that is because it relates to whether or not you're go--you want to waive your right to raise such a motion. It exists so that, in part, an accused is able to marshal a proper defense. That they have access



to information and that if someone calls them in to answer for charges of something that happened 10, 20, 30, 40 years ago, that they may not be able to adequately defend themselves because they do not have access to information. It's disappeared, witnesses have died, evidence has been lost. That's, of course, balanced with society's right to hold people accountable for criminal activity, but there is that balance that's struck. And here and these--for these charges, there is a 5-year statute of limitations that exists.

As I've just been discussing with the attorneys, that statute of limitations can be put on pause, essentially. It can be held in place because of other factors, and again, as--as a policy matter there's been a determination that it's more important that we put a pause and that we actually extend that time period out.

In the military, under Article 43, a time of war is one of those pauses that is allowed so that that statute can then be held in place and those charges can be taken up at a later period.

So you understand the sort of background of what the statute of limitations is and why it's in place?

ACC: Yes, Your Honor.

MJ: Okay. Understanding that and understanding that Commander Marden has said you've already discussed this with counsel, I do not want you to get into discussions that you've had that are protected by the attorney/client privilege. But I do want to ensure that,

first of all, do you believe you've had enough time to discuss this issue with Commander Marden?

ACC: Yes, Your Honor.

MJ: Okay. And do you believe--do you have any questions about the statute of limitations and how it applies to your case?

ACC: No, Your Honor.

MJ: All right. That, in the last specification we were just discussing Specification 4 under Charge I, that it does go back to a time period that's beyond the straight 5 years from the date that you were charged in May of 2012.

You understand that right?

ACC: Yes, Your Honor.

MJ: And that even for some of the specifics that I was just reading aloud that are in Prosecution 1 that you've agreed to, they start in, some of these specifics go back to February of 2011, in Malaysia and even the very first one, in Paragraph 18 Alpha, that deals with a hotel room in Jakarta, which is just prior to the 5 years; it's from 12 to 16 November--I'm sorry, 12 to 16 May of 2012, which would be immediately prior to the statute. So it would be just outside, just beyond that 5 years of the statute of limitations. But that there are other things in this time period that are within the statute of limitations, so that the August 2012, Korea gifts that we've discussed would be within the statute of limitations.

So do you understand the factual, the factual matters that you've agreed to here and that you admit are true and that we've been discussing under Charge--Charge I, Specification 4?

DC: One moment, Your Honor, please. [Conferring with accused.]

ACC: I understand, ma'am.

MJ: Now, given that and given the fact that, again, if--as we've been discussing, Article 43 applies to a time of war. "A time of war" can be a congressional declaration of war and that's been discussed by your counsel and by the prosecutor just now. But that there--there at least is some legal authority, not binding on this court, which means I don't have to follow it. Where, there's-- there's been at least one case by another court that has indicated that a de facto time of war would also trigger this pause in the statute of limitations.

Do you understand that?

ACC: Yes, Your Honor.

MJ: But understanding that, it's not been decided by a court that's binding on me. But which means, this is--this is a question for me to decide, for the judge to decide in this case. So that you could make a motion and ask me to decide that the statute has not been paused, that it shouldn't be paused here and that everything that happened before the 5-year time period, everything that happened



from 16 May 2012 and back, that that shouldn't be considered by this court as criminal activity by you.

Do you understand that you could ask me to consider that legal question, and I would be the one to decide it?

ACC: Yes, Your Honor.

MJ: And that I might decide it in your favor. I might decide that--that I have the power, I don't want to say "might" that I'm suggesting which way I would rule. But that I have the power, as the judge in this case, to decide whether or not to prohibit the government from bringing in these--anything before 16 May 2012.

Do you understand that I, and I alone, have the ability to do that?

ACC: Yes, Your Honor.

MJ: And that if I decided that, if I decided in your favor, if you raised such a motion, and I decided that the government could not bring any--in any of that evidence, that I would be, that--that none of that would be considered in connection with the case here today.

Do you understand that?

ACC: Yes, Your Honor.

MJ: All right. Knowing that, and having had discussions with your counsel, again, not revealing what your counsel and you have discussed what they've--what you've said, do you believe or do you wish to raise a motion based on the statute of limitations that might

be at issue here? Do you want to raise such a motion and ask me to consider that?

ACC: No, Your Honor.

MJ: All right. And so I want to ask it another way. There are legal words that I want to ask and I'll explain to you what those means.

Do you waive it, meaning, do you consciously, and voluntarily give up the right to ask me to consider that legal issue?

DC: One moment, Your Honor. [Conferring with accused.]

ACC: I understand, Your Honor.

MJ: All right. So I'm going to ask you again though, do you voluntarily and freely and willingly give up this right to bring this motion?

ACC: Yes, Your Honor.

MJ: All right. And what that means is you're not raising it. So not only are you not asking me to decide it, but if your case is reviewed by an appellate court and the appellate court, it--by saying that you're giving it up now, you understand that you're giving it up forever. So an appellate court can't say, oh, well, maybe Warrant Officer Ware wants to change his mind or we think there really was an issue with the statute of limitations here. By saying today that you're giving up that right, it means that the appellate court will not review that issue.

Do you understand that?

ACC: Yes, Your Honor.

MJ: Okay. And knowing all of that, do you still want to give up your right to make a motion on statute of limitations?

ACC: Yes, Your Honor.

MJ: And you understand that that's going to apply to any of the charges or specifications that involve anything that predates 17 May of 2012? So anything from the 16th of May 2012 and back?

ACC: Yes, Your Honor.

MJ: All right. Any other inquiry on Charge I and any of its specifications?

TC: No, Your Honor.

DC: No, Your Honor.

MJ: All right. We're going to look now at Charge II, Specification 1, Warrant Officer Ware. This specification alleges the crime of graft, in violation of Article 134, of the Uniform Code of Military Justice. You have pled guilty to this offense. The elements of this offense are as follows:

That, on divers occasions, which means at different times, on or about April 2010 through December 2012, onboard USS BLUE RIDGE and while deployed in the Seventh Fleet Area of Operations, you were wrongfully--you wrongfully received lodging, transportation, and the use of cellphones of a total value of over \$1,000.00 from Neil



Peterson, General Manager, Worldwide Operations GDMA and GDMA employees, working on behalf of Mr. Peterson;

That, at that time, you were the Food Service Officer for USS BLUE RIDGE;

That you received this lodging, transportation, and the use of cellular phones in recognition of services rendered and to be rendered by you in relation to accurate and non-fraudulent contracting for the United States Navy for the purchase of supplies including, but not limited to, food products for the USS BLUE RIDGE while transiting in and around the Seventh Fleet Area of Operations and making port visits within the Seventh Fleet Area of Operations;

That, accurate and non-fraudulent contracting for the United States Navy for the purchase of supplies including food products for the USS BLUE RIDGE while transiting in and around the Seventh Fleet Area of Operations, and making port visits within the Seventh Fleet Area of Operations was an official matter in which the United States was and is interested; and

That, under the circumstances, your conduct was of a nature to bring discredit upon the armed forces.

"Service discrediting conduct" is conduct which tends to harm the reputation of the service, or lower it in public esteem.

And while I'm reviewing this definition with you, as we discussed Specification 1 of Charge II, it will also apply to Specification 2 under Charge II.

Do you understand the elements as I have read them to you?

ACC: Yes, Your Honor.

MJ: All right. Let me just explain a couple of the words that are used in here as well.

As I said, "divers occasions," simply means that it happened more than once, or on multiple times during that time--time period. So it would be between April 2010 and December of 2012.

"In recognition of your services," or "rendered to be rendered." So that means, essentially, as a thank you for things that you had done or that you were going to do, in relation to your official duties.

Do you understand that?

DC: One moment please, Your Honor?

MJ: Sure.

DC: [Conferring with accused.]

ACC: I understand, ma'am.

MJ: So do you--do these--do you understand both the elements and the definitions as I have given them to you?

ACC: Yes, Your Honor.

MJ: Do these elements accurately describe what you did?

ACC: Yes, Your Honor.

MJ: And we've already reviewed it in connection with Charge I. I just want to summarize for the record that you, from 1 April 2010 through the present, you have been a member of the United States Navy, on active duty, and have never--have not been discharged or released from active duty since that date, is that right?

ACC: Yes, Your Honor.

MJ: In Specification 1 of Charge II, is your name, rank, unit and organization correctly stated and spelled?

ACC: Yes, Your Honor.

MJ: All right. Warrant Officer Ware, look at Specification 1 under Charge II, and please state, in your own words, why you believe you believe you are guilty of this crime?

ACC: Receiving gifts from a prohibited source.

MJ: Well, I--I do want to go a little further. Do you understand that this charge that you pled guilty to is beyond just accepting the gifts? That it actually has to be as, I've just said, in recognition of services rendered and to be rendered? So without the connection to your official duties and either--in this case, as it's charged, as essentially a thank you for either something you've already done or something that you were going to be doing, in your official capacity as the Food Service Officer, unless your



understanding that these gifts were for that, than there would not be the crime of graft here.

So I need to know what your understanding is as to whether or not the--the gifts that were given and that are charged in this specification, it's your understanding that they were given in recognition for services, either that you performed or were going to perform, in your official capacity as a food service officer for the United States Navy.

DC: Your Honor, may we have a moment, please?

MJ: You may.

DC: [Conferring with accused.] Thank you, ma'am.

MJ: So do you agree that that these gifts that we're going to be discussing under Specification 1 of Charge II, were in recognition of services, either that you had performed or were going to perform?

ACC: Yes, Your Honor.

MJ: And that is on page five of the stipulation, Prosecution 1, Paragraph 21, where you also agree that these gifts were received in recognition of services rendered. It then goes into some of these services. So I do want to go through what, what you did in your official capacity. At that time, you were a food service officer. Were you--you were stationed on USS RONALD REAGAN, but you were the Food Service Officer for USS BLUE RIDGE, is that right?

ACC: I was for all three. The BLUE RIDGE, GEORGE WASHINGTON and the REAGAN.

MJ: And that, there's an example here on Paragraph 22 Alpha, that during a May 2012, USS BLUE RIDGE port visit to Jakarta, Indonesia, that there was--that there was dissatisfaction that the Chief of Staff for the Seventh Fleet expressed dissatisfaction with the liberty bus operation by GDMA. That the Chief of Staff specifically was upset about or complained about the fact that the buses were slow, and that the last bus of the night didn't come leaving Sailors stranded. And that Mr. Peterson, in an internal email, so an email not to you, to another GDMA employee, Mr. Peterson told another GDMA employee that he had asked you to talk to supply and spread the word around especially to N4 Supply that it has nothing to do with GDMA, and that it's simply the traffic situation in Jakarta.

So that essentially, in your official capacity, you were, at least, again, according to Mr. Neil Peterson's email, he had spoken to you and had asked you to take some official action to essentially kind of smooth things over about a problem, a perceived service problem that the, that the fleet thought it was having with the contractor, with GDMA.

Do you un--and again, this is in your stipulation. So I just want to make sure I'm understanding that right, is that right?

DC: Just a moment, Your Honor, please?

MJ: Sure.

DC: [Conferring with accused.] Okay. Your Honor.

MJ: Is that right?

ACC: Yes, ma'am.

MJ: All right. And that the second part of that is the other part of the official action on your part was that, that these were in recognition of the food orders that you placed with GDMA and that you would place.

So, again, by giving you these gifts it was in recognition or as a thank you for the--for what you had purchased from GDMA which obviously helped their bottom-line and--and the fact that you were going to continue to purchase food from them, is that right?

ACC: I had to, yeah, I had purchase food. Yes, I had to purchase food from them, so.

MJ: Okay. Well, I just--you say "had." So I just want to make sure. There's a contracting process and--and it could be open to other people. So as part of the reason why we were talking earlier about having a prohibited source is so that you're not influenced in who you pick to do the contract, who you pick to buy the food from.

So do you feel like you, you had no choice and that you had to purchase food from them, and also take these gifts from them?



ACC: Well, they were the only vendor in the AOR for any ship, in every Asia port. I think they were the only approved source for vendors for food.

MJ: Okay.

ACC: There wasn't anyone.

MJ: Okay.

ACC: So I didn't have a choice to pick which one. They were the ones.

MJ: I understand. But did you have a choice about accepting gifts from them?

ACC: Yes, that's my--that was my choice.

MJ: Okay. All right. And again, as we've been discussing and this is in your stipulation and I have accepted your stipulation. You've indicated that it's all true and correct, but you know, be-- the reason why this is, the other elements of Specification 1, are the fact that the U.S. Navy and the U.S. Government has an interest in having contracting for services where there is no undue influence, where there are no improper gifts and so, that's the Navy's interest in this in having it done properly.

Do you understand that?

ACC: Yes, ma'am.

MJ: Do you also understand and agree that under these conditions, as we've described it, serving as the Food Service

Officer, that this conduct by--by accepting these gifts that we've been discussing that that would--is the kind of conduct that would bring discredit upon the armed forces as I've given you that definition?

ACC: Yes, Your Honor.

MJ: All right. And I do just want to be clear because, you know, there--in the stipulation, on paper, it totals the gifts, but it doesn't actually repeat the gifts that we've been discussing earlier. So for this time period for April 2010 to December 2012, which is Specification 1 of Charge 2, when we talk about the gifts from GDMA as being one of the elements of this charge, that everything you've said in the stipulation and that we've talked about so far are--are those gifts, the hotel rooms that we've already talked about, the driver that we've already talked about during this time period.

Do you understand and agree to that?

ACC: Yes, Your Honor.

MJ: Okay. Do you believe you had any legal authority or justification to accept these gifts as it relates to this charge?

ACC: No, Your Honor.

MJ: Did anyone, because again, we talked a little bit about the fact that they were the only source and that you, you had to buy--buy the food as the Food Service Officer from them. Was there anything

about the fact that you needed to use GDMA as your food source to purchase food? Was there anything about that relationship that makes--made you believe you had permission or legal authority to accept these gifts?

ACC: No, ma'am.

MJ: And do you agree, at least as to this time period from April 2010 through December of 2012, that totaling up, the amounts that are--that have been provided to you, do you agree with, as it's charged, that these gifts exceeded a thousand dollars?

ACC: Yes, Your Honor.

MJ: And is that based on documentation that the government has shown you and your attorney?

ACC: Yes, Your Honor.

MJ: All right. I do want to ask about the--the discrediting. I know you've admitted in your stipulation that you believe it is discrediting.

Tell me what it is about this conduct that would be discrediting? How--how is it that it would bring discredit upon the armed forces?

ACC: It's just an ethical issue is not a safe practice if you have a food vendor. It should be for the food only and any gifts from the vendor should've been stopped and halted at that time and if not for my error of judgment, it wasn't.



MJ: Okay. And that, you understand that if--if the public were aware of this, that they might think less of the Navy and its contracting officers or the way it spends taxpayer dollars because it might--it might question whether or not that was actually the best way to spend the taxpayer dollars or whether or not it was really because that was the best way to do it, or because of the gifts that you were getting and so you choose them instead of somebody else.

Do you understand that?

ACC: Yes, Your Honor.

MJ: Okay. And again, this is important because you've told me that they're the only authorized source. Do you understand that even if they were the only authorized source for the AOR during this time period, that it even so, that by having these gifts that it still might cause the public to think less of the military by seeing that someone, instead of just doing their job the way it's supposed to be done according to orders and regulations, and ethics regulations in particular, that its officers that are entrusted with taxpayer dollars are violating the ethical standards of the Navy.

Do you agree that that would bring discredit upon the Navy?

ACC: Yes, ma'am.

MJ: That it might lower the public's esteem in the Navy?

ACC: Yes, Your Honor.

MJ: Do the parties wish any additional inquiry on Charge I-- Charge II, Specification 1?

TC: Yes, Your Honor. With regard to the mens rea of knowledge that this was for services rendered or to be rendered, Your Honor. Specifically, with regard to the bus incident what he did in response to having been asked that question by Neil Peterson, if anything, and then with regard to Paragraph 22.b. of the stipulation, a specific allocation as to how he knew that these gifts were linked to the food orders, that that--that was why they were given.

MJ: Okay. Commander Marden?

DC: One moment, Your Honor, please? [Conferring with accused.] Thank you, Your Honor.

MJ: Do you have any objection to those questions, Commander Marden?

DC: No, ma'am.

MJ: All right. So looking at Prosecution 1, Page 5, Warrant Officer Ware, there is the email that I read aloud to you, I won't reread it, that's excerpted in Paragraph 22 Alpha.

So can you explain--first of all, were you aware of that email at the time the email was sent?

ACC: Yes, ma'am.

MJ: Okay. And what, if anything, did you do in response to Mister--well, did Mister--because this email was between Mr. Peterson

and another GDMA employee. So when Mr. Peterson said to another GDMA employee that he had asked you to explain to supply and spread the word that it had nothing to do with GDMA and that it was traffic.

Did he, in fact, ask you to do that?

ACC: I can't remember who exactly, what person it was. I just remember that there was traffic and I'm the--since I'm with food and N4 Supply that to justify with him that there was major traffic out there and that's kind of what I did. I don't remember the exact name.

MJ: Okay.

ACC: At that time.

MJ: All right. And but did you independently confirm that there was a traffic situation or did you just do what GDMA was asking you to, which was, they said, look, it's not us it's traffic. Can you go smooth it over with people?

Is that what happened?

ACC: Well...

DC: One moment, please, Your Honor. [Conferring with accused.]

ACC: If I can redirect--or if I can brief that?

MJ: Sure.

ACC: So, yeah, Neil came. There was, in that port it's a very congested port and there was major traffic issues for 2 to 3 days, while we were there.



MJ: Uh-ummm.

ACC: And Neil came to me, and said hey, they're very upset about liberty buses and you saw your food truck delayed. Can you go speak to N4 on my behalf and say, hey, it was--it was late because of the traffic and that's what I did.

MJ: Okay. And did, looking at Paragraph 22.b. then, interconnecting both of these, for the gifts that you received, do you--is it your understanding that they were given because of the action that you took to help Mr. Peterson in Paragraph A, and also because of food orders that you either had placed or were going to place? That they--that these gifts that we have been talking about, is it your understanding that they were given for that reason?

ACC: [Conferring with counsel.] Yes, Your Honor.

MJ: Okay. And I--I how do you know that? How do you know that that's why they were given?

ACC: Because obviously as Food Service Officer they knew I had to order food from them, so.

MJ: Okay. But again, you know, sometimes somebody might give you something unrelatedly and in your life and so, I'll just use an example, right? Somebody might give you a gift because you're a college friend or let's say a co-worker, they give you a gift because it's the holiday times. Everyone's--there's a--everyone is exchanging greeting cards at the holiday party. So you get a

greeting card from someone and the reason why it was given is because that's what everyone's doing for each other as colleagues. It's based on the relationship as a colleague. But let's say, in addition to getting the greeting card, somebody gives you tickets to a sporting event because they know you're a huge fan of that particular sports team that's playing. It's true that you're still colleagues, but that's not why they gave you the gift, right? They gave it to you because they knew you to be a fan of the sports team.

So what I'm trying to get at here is the motivation, what your understanding is, is the motivation or why it is that you were being given this gift. Because again, as we talked about before, the why matters in the crime of graft. It matters whether or not something is done because of another thing. So, in graft, it's, if it is done as I read the legal words to you, in recognition of, because of, as a thank you for services that you render. So that's the question that I'm trying to get at. I understand that you were the Food Service Officer and you had to do it. You had to--you ordered food from them and you were going to be ordering food from them. What I'm getting at is a--is a little bit, is a one-step, a quarter step forward, which is understanding that you did order and were going to continue ordering food from them.

Is it your understanding and was it your understanding at the time that they were giving you the gifts in recognition of that

connected to that? Does that--do you understand what I'm explaining to you?

ACC: Yes, Your Honor.

MJ: Okay. And so is that your understanding that in recognition of, at least the one incident here where you, where Mr. Peterson specifically asked you to go talk to folks in the 4-shop about the situation with the late buses and you--that you did, in fact, do that. And that you, as the Food Service Officer, ordered food and were going to continue to order food from them, that these gifts that we've been talking about, these hotels stays, these sedans with drivers, that these were in recognition of those official actions that you took?

ACC: Yes, Your Honor.

MJ: Any additional inquiry or clarification?

TC: Ma'am, I still didn't hear him say how he knew that, Your Honor. And perhaps it's, some of the emails could help. But I still didn't hear an allocution of how he knew that, just his agreement that that is what he thought.

MJ: Commander Marden?

DC: Can I get a moment with, to discuss with him?

MJ: You may.

DC: [Conferring with accused.]



MJ: All right. You know what I'm going to--since it look like you have a couple of things to talk about, and since we've been on record for over an hour and-a-half. I think it might be an appropriate time to take a very brief health and comfort break during which time you all can continue and then we'll resume with, we're still on Specification 1 of Charge II. We'll resume with the inquiry.

All right. So let's--the court will be, we'll take a 15-minute break. We'll be back. I have 11:22. So let's say 11:40 we'll be back on the record, all right?

[The court-martial recessed at 1122 hours, 11 January 2018.]

**[END OF PAGE]**

[The court-martial was called to order at 1155 hours, 11 January 2018.]

MJ: This court-martial is called to order again. All parties who were present before we recessed, are again present.

I will note, we just--immediately, prior to coming on the record, had an 802 here in the courtroom between counsel for-- government counsel, defense counsel and myself, and the accused was present. We just, I asked counsel if there's anything we needed to take up. I asked whether or not the parties were ready to proceed, they are. We discussed scheduling in terms of when the lunch break will happen and we discussed the fact that while Commander Marden, when we began the proceedings this morning, noted that a list of the accused's awards and decorations have been appended to the record, have been submitted to the court as an exhibit, that they were actually were not announced on the record.

So Commander Marden, would you like to start there?

DC: Yes, Your Honor, thank you. CWO4 Brian T. Ware, U.S. Navy is entitled to wear the following awards: the Meritorious Device Medal, the Navy Commendation Medal, three awards, the Navy Achievement Medal, six awards. The Joint Meritorious Unit Award, the Navy Unit Commendation, the Navy Meritorious Unit Commendation, the Battle "E", three awards, the Good Conduct Medal, eight awards, the National Defense Service medal, two awards, the Armed Forces

Expeditionary Medal, the Southeast Asia Campaign Medal, four awards, the Global War on Terrorism Expeditionary medal, the Global War on Terrorism Service medal, the Armed Forces Service Medal, the Humanitarian Service medal, the Outstanding Volunteer Service Medal, the Navy Sea Service Deployment Ribbon, eight awards, the Navy and Marine Corps Overseas Service Ribbon, three awards, the KLM for Saudi Arabia, and the KLM for Kuwait. Warrant Officer Ware is also entitled to wear the Enlisted Surface Warfare Specialist Designator and the Enlisted Aviation Warfare Specialist Designator. And this list of awards has been provided as Appellate Exhibit VIII.

Thank you, Your Honor.

MJ: Thank you, Commander Marden. All right. We were discussing, when we recessed, we were discussing Charge II, Specification 1, and Warrant Officer Ware's knowledge of the fact that the gifts that we had been discussing this morning were given in recognition of services rendered or to be rendered as a food service officer and parties were conferring about some documentation and emails that might in--refresh Warrant Officer Ware's recollection as to how it is that he knows that these gifts were given in recognition of his work; actions that he took as a food service officer.

I will note that where we left off was Warrant Officer Ware acknowledged that they were given. It was his understanding that they were given to him in recognition of these actions.



Specifically, some of the actions recited in Prosecution 1... let me make sure I have the right paragraph, Paragraph 22, and but, we left off with how--how it is--what Warrant Officer Ware's basis for knowing that.

So let's pick up there.

ACC: So knowing that would be through emails. I would request, I would say if they could give me information for a hotel or driver and then an email short would be is, hey, what's the status of my orders, so.

MJ: Okay. And were there also gifts discussed in connection with that same kind of conversation back and forth that provides you a basis for your understanding that they were tied together?

ACC: Yes, Your Honor.

MJ: Okay. Forgive me a moment, I dropped my pen. All right.

Any additional inquiry, Commander Tang?

TC: Is it his understanding that would be the only reason why they would give those gifts, Your Honor?

MJ: I'm not going to ask that. I don't think the statute requires that it has to be the sole purpose.

DC: Defense does not require further inquiry, Your Honor.

MJ: All right. If it--I mean, I'm happy to hear any argument you have on it, but I don't believe it requires it to be the sole and exclusive purpose. I believe it needs to be in recognition for, but

there could also be feelings of friendship in addition to these other things. That's my understanding of the law, but I'm certainly happy to hear from the parties on that.

TC: As long as the court is--is satisfied with the inquiry, that it satisfies guilt with regard to mens rea, the government's satisfied, Your Honor.

MJ: All right. So looking now at Charge II under Specification 2. Please look at that on the charge sheet, Warrant Officer Ware. This specification also alleges the crime of graft in violation of Article 134, of the Uniform Code of Military Justice. You have pled guilty to this offense. The elements of this offense are as follows:

That, on divers occasions, on or about December 2012 through September 2013, onboard USS GEORGE WASHINGTON, and while deployed in the Seventh Fleet Area of Operations, you wrongfully received lodging, transportation, and the use of cellular phones from Neil Peterson, General Manager, Worldwide Operations Glenn Defense Marine Asia and GDMA employees working on behalf of Mr. Peterson;

That, at that time, you were the Food Service Officer for USS GEORGE WASHINGTON;

That you received this lodging, transportation, and the use of cellular phones in recognition of services rendered and to be rendered by you in relation to accurate and non-fraudulent contracting for the United States Navy, for the purchase of supplies

including but not limited to, food products for the USS BLUE RIDGE while transiting. I just want to make sure I have that right. [Looking at documentation.] For USS GEORGE WASHINGTON, while transiting in and around the Seventh Fleet Area of Operations and making port visits within the Seventh Fleet AOR was in--within the Seventh Fleet AOR;

That accurate and non-fraudulent contracting for the United States Navy for the purchase of supplies, including food products, for the USS GEORGE WASHINGTON while transiting in and around the Seventh Fleet AOR and making port visits within the Seventh Fleet AOR was an official matter with--in which the United States was and is interested; and

That under the circumstances, your conduct was of a nature to bring discredit upon the armed forces.

As I previously mentioned, the service discrediting definition that I gave you when we were discussing Specification 1 applies here.

Do you--would you like me to review that with you again?

ACC: No, ma'am.

MJ: All right. And given that I stumbled over the elements a little bit, do you understand the elements of this offense or do you want me to repeat any of those?

ACC: No, Your Honor.



MJ: Okay. Do these elements accurately describe what you did?

ACC: Yes, Your Honor.

MJ: In Specification 2 of Charge II, is your name, rank, unit and organization correctly stated and spelled?

ACC: Yes, Your Honor.

MJ: All right. Looking at Specification 2 under Charge II, Warrant Officer Ware, please state, in your own words, why you believe you're guilty of this crime?

ACC: Communications--communicating with a prohibitive source for gifts in relations to food orders.

MJ: Okay. So I want to focus on what it is. So you said in your answer that it was about communicating with them. Is that your basis for knowledge, the communications that you've reviewed or are you saying that the crime was communicating with them? I'm not sure I understand your answer.

ACC: [Consulting with counsel.] Yes, Your Honor, communications was the way that I worked with Neil Peterson.

MJ: Okay. And that in terms of what you did to be guilty of Specification 2 of Charge II, which is the crime of graft, from between December of 2012 and September of 2013, it alleges that you wrongfully received from Mr. Peterson of GDMA, and other employees working on his behalf, gifts, valuable gifts including lodging, transportation, and the use of cellular phones in recognition of

services rendered or to be rendered in relation to an official matter.

So it's the specifics of the dates are different and that the ship that you were attached to are different. But in--in the other framework of the charge, it is similar to the last specification, Specification 1 that we were just discussing.

ACC: Yes, Your Honor.

MJ: So the fact that this was, these were gifts and now it's about the why they gave you the gifts.

ACC: Yes, Your Honor.

MJ: So is it that, and we can look at Page 6, of Prosecution 1 which is the stipulation, and the Page 6 relates to Charge II, Specification 2.

That first of all, for the gifts that we're talking about because again the stipulation doesn't bring in all the gi--the gifts that we're talking about. But specifically, there's at least one gift identified in the stipulation in Paragraph 16 on Page 3 that occurred during this timeframe that was given. It was a hotel room in Australia between 29 July and 3 August of 2013, which falls in the middle of this time period.

I'm actually... Commander Tang, while I'm talking to Warrant Officer Ware, if you can be prepared to answer for me whether

or not there's another--another gift in this statute that--I mean, sorry, in the stipulation that falls within the timeframe.

TC: I'll look for that, Your Honor.

MJ: All right. But while--we're going to keep talking, Warrant Officer Ware. So that at least that gift falls during that timeframe and so my questions are whether or not that gift and whether or not as you sit here today, even if you can't tell me the dates, if you know that there were other gifts during that time period, because you do say in your admission, in your stipulation, that it was on divers occasions which means more than once, it means on multiple occasions during that timeframe that while you were the food's off--service officer and onboard USS GEORGE WASHINGTON, that you received gifts from Mr. Peterson.

So do you recall receiving gifts during that timeframe, including this hotel room in Australia?

ACC: Yes, yes, Your Honor.

MJ: Okay. Do you recall that there were other gifts besides this hotel room, this specific hotel room in Australia?

ACC: No, I've never gotten any gifts except for the hotel or a driver.

MJ: During this time period?

ACC: Yes. I've never--yeah, I never received any gifts from them just the hotel and the driver, but no...



MJ: Right.

DC: One moment, Your Honor.

MJ: Sure.

DC: [Conferring with accused.]

ACC: Yes, that would be--okay, if you could ask your question again?

MJ: I will. So I think you're misunderstanding that I might be asking about tangible gifts, like an item----

ACC: Yes, ma'am.

MJ: ----that someone handed to you?

ACC: Sorry about that.

MJ: That's all right.

ACC: I'm not very smart so... [Chuckles.]

MJ: It--that has nothing to do with intellect. It has everything to do with whether or not you're understanding what I'm explaining.

ACC: Yes, ma'am.

MJ: And it's important that you do because this is--your rights are the most important thing here.

ACC: Yes, ma'am.

MJ: As we--as we're having this conversation. So I--I was not asking about tangible gifts. I'm asking about anything of value. So

in this case, were talking about a gift of lodging; a gift of a hotel room?

ACC: Yes, ma'am.

MJ: A gift of transportation, which is a gift of a sedan and a driver.

ACC: Yes, ma'am.

MJ: So during--going back then to this time period from December 2012 through September 2013, there is, in your stipulation, the very specific notation about this hotel room in Brisbane, Australia.

So my question to you is, do you recall, even if you--as you sit here today, you don't recall the city or the dates, like what I mean by that is, you may recall as you sit here today that I got a hotel room in Korea because that's in the Seventh Fleet AOR in the fall of 2013. But that you might not be able to be more specific about that and so you might not be able to tell me it was a hotel room at this hotel, in this city, on these "X" dates.

So with that explanation, my question is, do you recall whether or not you received gifts, more than one gift of transportation, lodging, or use of cellphones during this timeframe of December 2012 through September of '13--2013, from Mr. Peterson on behalf of GDMA or anyone else on behalf of GDMA?

DC: I apologize, Your Honor. One moment, please. [Conferring with accused.]

ACC: Yes, Your Honor. I just--I just--I'm talking to my attorney, and I just--I just can't remember another date. That--that's a short period of time from December to that September and I just, I cannot recall for that time period during that--December's the holidays, you come out at January. We didn't go to sea until March, and that would only be one port. But I just--I just don't want to give you the wrong answer. But I just can't think of, for that--anything after that.

MJ: Sure.

ACC: Besides the one for Brisbane.

MJ: Yeah. And--and that is essential here. The essen--the core of proceeding in court is--is an effort to get at the truth. So I certainly don't want you to do--say or do anything that you think is anything other than the truth.

ACC: Yes, Your Honor.

MJ: If you--as you sit here today, it's important that you understand, I mean, we've been talking for a couple of hours now. It is important that you understand throughout these whole proceedings, I, as I sit here today, do not have an expectation as to your answer. Your answer is your answer. I am here to listen to what it is that you have to say, to provide me answers to the questions that I'm



asking, but as I sit here, I don't have an expected answer; something that I'm expecting to hear.

ACC: Yes, ma'am.

MJ: So my question really is an open-ended question. It is, do you recall between those dates. If the answer is no, that is the answer. And that's the answer the court is looking for is a truthful answer from you, Warrant Officer Ware.

ACC: Yes, ma'am.

MJ: All right. So then look--then looking at that, for that gift, for that hotel room, the 29th of July through 3 August 2013, hotel room, was it your understanding that that gift, the hotel room in particular, was given in recognition of services rendered and to be rendered by you as the Food Service Officer, if--if that--that's what the gifts were given for?

ACC: Yes, Your Honor.

MJ: And that the gifts were from GDMA in recognition of those services?

ACC: Yes, Your Honor.

MJ: All right. And then going through, looking at the stipulation, it continues at the bottom of page six and unto page seven, it lists some of the specific actions that you took in--in this time period, that in that port visit to Brisbane, Paragraph 31 Alpha goes through a back-and-forth email conversation. Mr. Peterson

asking you about buying more, it looks like buying more or beefing up the order is the question. And your response about needing to get approval if you--if you are going to have an extra order. And that there's a back-and-forth discussion about--about this--about ordering food as you were coming in for the port visit.

ACC: Yes, ma'am.

MJ: In paragraph, in Bravo, it's sort of a continuation of-- 31 Bravo is a continuation of the conversation and then continuing to look at these other subparagraphs. There's more of a discussion, again, Paragraph 31 Charlie is a continuation of that discussion. That there's an add-on order for that distributor in Brisbane, and there's some back-and-forth about the Navy's needs and there's, that you told Mr. Peterson, in an email, that you did an add-on order and that you did so even though, "we're so full on food, but I know your services are good."

So again, at least indicating that--that--and then continues on, we also have a R-A-S before we get there and when we leave. So "I feel I'm confident. I'm giving you love brother and hope that helps, brother."

So that was your email to Mr. Peterson?

ACC: Uh-ummm.

MJ: You know, again, indicating essentially, that you were kind of helping them out by upping your order even though it--it--you had sufficient supplies, is that accurate?

ACC: Well, I'd like to explain if I can?

MJ: Sure.

ACC: Yeah, so for beefing up the ord--yeah. So if a ship comes into the port, say a submarine comes in and they cannot pull into port, and they have food on the pier, Neil would reach out to me and say, hey, this ship didn't pull in. I'd go to the SUPPO and say, hey, we got food in the pier. It has to be on my menu, so submarines menus are different, but as long as it's on my menu and I can fit it in, that means the less food I got to get at my next port.

MJ: Uh-ummm.

ACC: So beefing up the order means, hey, I've got food on the pier that's going to expire. I have a ship that didn't come in. I have a submarine that didn't come in. I was the Seventh Fleet. I'm the big ship in this AOR group. So they would reach out to me all the time as my lifeline.

MJ: Uh-ummm.

ACC: To this food service and if it's hey, I need to beef the orders up, I've got food dying on the pier.

MJ: Uh-ummm.

ACC: As long as it's on my menu.



MJ: Yep.

ACC: And it's in my--I can fit it on my ship.

MJ: Uh-ummm.

ACC: And that's my single point of contact, he's my lifeline.

MJ: Uh-ummm.

ACC: And that's--that's what I would do. He would call me and say, a small ship has no lettuce. Can you supply lettuce via the helicopter and I'll get you when you get back in. So, you know, TYCOM reviews me on every post I do for a receipt and if there's anything fraudulent, I would've been fired on the spot. If I ordered food that wasn't supposed to be there, but beefing up orders, there would many stipulations and mainly it was ships that didn't pull in.

MJ: Uh-ummm.

ACC: Stores they had, maybe they ordered they were going to expire.

MJ: Uh-ummm.

ACC: And if I could use it and I'm the big ship and I--I would do whatever I could do to help the prime vendor.

MJ: Uh-ummm.

ACC: Again, at that time, I didn't know of the monster of this company at that time, but they were my lifeline. That was the only guy I had to really survive as the Food Service Officer and if--if he

had food and I could take it and that helped the Navy and help me get less the next port.

MJ: Uh-ummm.

ACC: I would do whatever I can to feed the crew. I only had the one mission, it was to feed the crew and he was my only way to do that.

MJ: Yeah. I understand. And it's important to note I understand you mentioned, sort of, if something was fraudulent you understand that you're not charged with fraud here. You're not pleading guilty to fraud.

ACC: Yes, ma'am.

MJ: The court's not considering any charges of fraud here.

ACC: Yes, ma'am.

MJ: But in terms of what you said, and again, your email, the words in your email, you've stipulated that those are true and correct. You've given me an explanation to them. But we--one of the things that you said in your explanation just now was that it would be in part, at least, again, maybe not primarily, but that it was also to help your vendor. That was part of what your consideration was.

ACC: Yes, ma'am.

MJ: Am I understanding that correctly?

ACC: Yes, you know, that--as I was told upon arrival, this is your lifeline.

MJ: Yeah.

ACC: This is all you've got.

MJ: Sure.

ACC: And you've--you've got only three--three jobs as an FSO, don't run out of food.

MJ: Right.

ACC: Don't get nobody sick, and have raspberries for the admiral. That was it. And here's your lifeline. If I--we had ports, as you've read.

MJ: Okay.

ACC: Every 7 days with receptions.

MJ: Right.

ACC: And without the company, I could not survive. So I stayed in my means and my menu was followed and TYCOM was viewing me.

MJ: Yeah.

ACC: And--and we won the NAY that year in 2010 for the best Food Service. So I--I loved my job and I always stay in the boundaries of my job. The driver and hotel was my misstep. And I hope I can explain later, but with Neil and food, my only mission was to feed the crew, ma'am.



MJ: Okay. And--and I understand that. Although, did you just say the only thing you took was a driver and car, but you also, we've been discussing you're taking the hotel rooms as well?

ACC: My apologies, I'm sorry.

MJ: Okay.

ACC: A hotel room and a driver. Yes, ma'am.

MJ: All right.

ACC: Sorry.

MJ: So and I--I understand your explanation. The reason why I'm asking the questions about the email and about your explanation to me just now is, I--I understand your explanation from your mission as--as you've described it as a Food Service Officer. Part of what we've been talking about though in Specification 1, and we're about to--we're continuing to talk about now in Specification 2, is the motivation of the vendor; the motivation of GDMA to give you something of value. And as we discussed, when we say "in recognition," in layman's terms that's a thank you for what you did.

So, again, the part where you're talking about taking care of your vendor, that then fills out a picture of the fact that they may view it as something that's worthy of a thank you in terms of offering you or giving you a gift, either if they offer it on their own or if you ask for it and then they give it as a thank you for

what it is that you're doing. And again, I am not putting words in your mouth. I'm explaining to you----

ACC: Yes, ma'am.

MJ: ----that the relevance of why it is that these emails and whether or not you're saying words like it's--I'm beefing it up, I'm doing this. Why it is that then, and I'm asking you actually.

ACC: Uh-ummm.

MJ: Since you're pleading guilty here today, in your mind, do you believe that that would be a basis for them, in their mind, to connect it as a thank you?

ACC: Yes, ma'am.

MJ: Because you've told them, "I'm beefing it up." You've told us that one of the things you do is taking care of them. That they might then, the reason for them giving you a hotel room or lodging-- transportation rather, would be to say thank you for beefing up your order, or thank you for just buying food from us.

ACC: Yes, Your Honor.

MJ: Thank you for, you know, placing another order whether it was a necessary order or not is--is not the focus of my inquiry.

ACC: Yes, Your Honor, I see.

MJ: Okay. All right. Then just continuing on with these other sort of just specific identified things in your stipulation. There's the September 2013, in preparing for a port visit to Malaysia there's

another email about getting something approved by TYCOM, and following up and you--you say after discussing a food catalog, you wrote, "I have to get it approved by TYCOM prior to ordering so I want to get a head start and get you as much business as possible!" And then you follow up saying, "hope to see you on this cruise and I hope to get love in Korea/KL/HK."

Again, I assume that that's--I'm taking it the same way as was earlier in this stipulation that the love is sort of a colloquial term for sort of a good reception, not that there's nothing about anything about prostitution or anything like that. But that, that--that you--and that you were with--and KL and HK stand for Kuala Lumpur and Hong Kong, which were going to be upcoming port visits for USS GEORGE WASHINGTON. And that you--that while discussing this beefed up order in Brisbane, which we were just talking about, that you--that Mr. Peterson wrote. "I got you in Malaysia as well. Now in Malaysia we're talking (sic) the full nine yards, hotel, driver, personal assistant smiley face."

So, again, I kind of--it fills out the picture of what we were just talking about that, because of taking care of you, like again, Mr. Peterson's words, saying that because we've got you in--in Australia, I'm now taking care of you when you get into Malaysia. Do--is that--is that----

ACC: Yes, ma'am.



MJ: ----your understanding of what the communication was?

ACC: Yes, ma'am. And the TYCOM, if--if I, you know, again, being the Food Service Warrant and the technical expert, if I have to get something that's not on my menu, so we wanted to get whole pigs for the reception, I have to get approval through TYCOM.

MJ: Sure.

ACC: And--and Australia did not have it in. So, you know, as the Food Service Warrant, I have typical guidelines of what I can and can't do.

MJ: Uh-ummm.

ACC: So any moment that the TYCOM would feel I was giving this company or ordering food that was way out of bounds, I mean, I would be just halted. So that's why it says TYCOM. That was my--I want to get these orders, I had to get TYCOM approval. But I--I do see how they're linked and--and as I look back now, 8 years, I mean, I--I see it and it's--it's devastating. I'm embarrassed, but yes, I see it.

MJ: Okay. And--and I appreciate this. You know, any one that's in court, it is a difficult situation. I appreciate that, but I do need to make sure that in expressing your regret that we don't, that--that--that we're clear on sort of whether or not you agree with the elements and the facts here.

ACC: I agree. I agree, Your Honor.

MJ: So in terms of the piece about TYCOM, there's nothing about what you've been telling me about TYCOM that you think gave you authority to accept the gifts, is there?

ACC: No, ma'am.

MJ: Okay. And in--in terms of the connection, I understand this was a while ago. So if you hadn't been shown these emails in preparation for this courtroom--court-martial, you may not have been able to recite the email that Mr. Peterson sent you 5 years ago.

I understand that, but at the time that you were corresponding, did you read these emails?

ACC: Yes, ma'am.

MJ: Okay. So and at the time, so I want to try to put us back in that time, the relevant timeframe. At that time, did you take-- did you take it that this was a thank you? So specifically, if we look at Paragraph 31 Delta, where Mr. Peterson says to you, "I got you in Malaysia as well. Now, in Malaysia we're talking--we're talking the full nine yards hotel, driver, phone, personal assistant, smiley face," and that--that he says that in the course of a conversation where he's following up on the orders you just gave him in Brisbane.

Do you agree that at that time----

ACC: Yes, ma'am.

MJ: ----you understood that it was a thank you for what you had--for the orders, even if the order, to your mind was totally proper, he was still thanking you for it?

ACC: Yes, ma'am.

MJ: Okay. With these gifts?

ACC: Yes, ma'am.

MJ: All right. Do you believe that you had any--any legal justification or permission to accept any of these gifts?

ACC: No, Your Honor.

MJ: All right. And just to, I--I do think we talked about it, but because we took the break I want to make sure that I have not missed something.

That during this time the official action was your work as a Food Service Officer on behalf of GEORGE WASHINGTON in the Seventh Fleet Area of Operation, is that right?

ACC: Yes, Your Honor.

MJ: And that this was in relation to, that the Navy's interest in it, similar to Specification 1, was the Navy and the government's interest in accurate and non-fraudulent contracting services for food for--for GEORGE WASHINGTON and the other ships?

ACC: Yes, Your Honor.

MJ: Do counsel request any additional inquiry?

TC: Did you ask him about the terminal element in this one, Your Honor?

MJ: Oh, thank you. I--I neglected that. That's what happens when you take a break.

Similar to what we talked about in relation to Specification 1, Specification 2 alleges that this behavior was of a nature to bring discredit upon the armed forces.

Can you tell me, Warrant Officer Ware, what it is that you believe about this makes it service discrediting?

ACC: Receiving gifts from a prohibited source while communicating about food orders.

MJ: And that if the public knew about that, that it would lower their opinion, either of you or folks in your position and how they--how they do their jobs?

ACC: Yes, Your Honor.

MJ: And how the Navy--whether or not the Navy is--is complying with its ethics regulations?

ACC: Yes, Your Honor.

MJ: Anything else from either of the parties on--on the inquiry into this specification or any of the charges and specifications?

TC: No, Your Honor.

DC: No, ma'am.



MJ: All right. The one thing I will note that I'm going to inquire about is, as charged, we do have Charge II, Specification 1 is the only, it includes a gift value of over a \$1,000.00. As I reviewed the stipulation of fact when we were in recess, during the charged time period I don't believe that there is a, it does not total \$1,000.00, over \$1,000.00 from what's in the stipulation.

So I'm going to ask you, Warrant Officer Ware, going back to Specification 1 under Charge II, would the time period we're talking about would be April 2010 to December of 2012. During that time period, and--and you can see if you want to take time to look over the stipulation again to see the specific dollar amounts that are provided and that you've agreed to, that you agree are correct and accurate starting on page three. You know, we have a dollar amount of \$90.00, we then have \$140.00--oh, I guess this is per day. So it--it adds up to over a \$1,000.00 because it says per day.

Do you agree though that for the itemized--for the things of value identified in the stipulation, if they are per day that that would be for each and every day that you were, during the--during the specified time range?

ACC: Yes, Your Honor.

MJ: All right. Any other inquiry on any of the charges or specifications?

TC: No, Your Honor.

DC: No, Your Honor.

MJ: Do the parties, it is, we've been on the record for...  
it's 12:29 now.

Do the parties wish to take a lunch break at this point?  
Do you want me to continue just to start to tee-up the plea agreement  
before we take a break or do you want a break now?

The next thing that I would do is a brief inquiry on  
punishment, the maximum punishment and immigration status and then we  
would be to the pretrial agreement. So it's entirely your  
preference.

I'll ask you Commander Marden whether or not Warrant  
Officer Ware needs lunch break now or wants to press on for one more  
page.

DC: He needs a lunch break, Your Honor, but we can do one more  
page.

MJ: Okay.

DC: Before then.

MJ: All right.

ACC: I couldn't eat this morning so. I'm ready.

MJ: Well, I'm going to get you a lunch break just in a minute  
here. Although, we really, we're going to take as much time as we  
need to make sure you understand my questions and the answers.

Trial Counsel, what do you calculate to be the maximum punishment authorized in this case based solely on the accused's guilty plea?

TC: Yes, Your Honor, 8 years confinement, dismissal, total forfeitures of all pay and allowances, a fine, restriction to limits and other lawful punishments, such as a reprimand.

MJ: I'm sorry, did you mention forfeitures?

TC: Yes, Your Honor, total forfeitures.

MJ: Okay. Commander Marden, do you agree?

DC: Defense concurs, Your Honor.

MJ: Chief Warrant Officer Ware, the maximum punishment for the offenses to which you're pleading is, in fact, 8 years confinement, a dismissal, total forfeiture of all pay and allowances, a fine, which would be separate from a forfeiture, restriction and other lawful punishments including a reprimand.

On your pleas of guilty alone this court could sentence you to the maximum punishment that I just stated.

Do you understand that?

ACC: Yes, Your Honor.

MJ: Warrant Officer Ware, do you have any questions as to the sentence that could be imposed as a result of your guilty pleas?

ACC: No, ma'am.

MJ: Are you a citizen of the United States?

ACC: Yes, ma'am.

MJ: Did you become a citizen of the United States through expedited citizenship process offered to noncitizens who serve in the armed forces?

ACC: No, Your Honor.

MJ: All right. This seems like a good breaking point.

The next thing that we'll turn to after the lunch break is the pretrial agreement, which I understand there is one in this case and I have seen part one and only part one of it.

So how long do the parties want for lunch?

DC: An hour, Your Honor.

MJ: All right. Then we will be in recess and back here at 1330.

[The court-martial recessed at 1231 hours, 11 January 2018.]

[END OF PAGE]



[The court-martial came to order at 1336 hours, 11 January 2018.]

MJ: This court-martial is called to order. All parties who were present when we recessed are again present.

I want to pick up two things that we discussed before the lunchbreak before we move on in the proceedings.

The first is going back to the dollar value. I've reviewed Prosecution 1 during the lunchbreak in greater detail and I will come back to my first statement on the record, which was that my read of the stipulation, and I would invite counsel to point out anything that I'm missing. My read of the stipulation, in terms of the itemization of the value of the gifts that Warrant Officer Ware received during the time period, 17 May 2012 forward don't appear to total \$1,000.00 or more.

I'll tell, let me explain where I'm getting that from and then I'll invite you to call my attention to other things.

I'm starting on page three, because I do not believe that prior to page three we have a valuation of the gifts, by itemization, is that right, or am I missing gifts on page one and two?

TC: Nothing prior to page three, Your Honor.

MJ: All right. So on page three, I'm looking at the top of page three, and I have Paragraph 12, which has 17 to 18 May, which I count as 2 days and the only dollar value I have in there is that

GDMA charged the BLUE RIDGE at least \$90.00 per day. So by my math, that's \$180.00.

I then have under Paragraphs 13 and 4, I have the fact that there was a car and driver in these different cities, the visits being between 25 and 29 May, and then 26 to 28 May. And then I have the fact that during this port visit, GDMA charged USS BLUE RIDGE \$140.00 per day for a medium-sized sedan and driver. So I used 5 days, since 25 to 29 is 5 days by my calculation, and I get \$700.00 by my math on that.

Again, if there's, if there--if what the stipulation is trying to convey is that those charges were per city or some other way, that's fine. But the way I read the last sentence in Paragraph 14, is that there--that this is about what BLUE RIDGE was charged. So I assume that is a totaling of whatever the driver and sedans were for the two cities.

But I'm at \$700.00 there. So total so far we have \$880.00.

Continuing down I have Paragraph 16, which has a hotel room within the relevant time period, and it notes the quality of the hotel. And there's no dollar amount.

I'm continuing on looking at Paragraph 18. Due to the pen-and-ink change, that now brings it before the statute of limitations. It used to be June, now it's May and it's interestingly 12 to 16 May. So immediately before the statute of limitations, if you are

counting. Again, I haven't reached the statute of limitations issue decision on that yet. But we're--we're going with just a straight-up 5 years for now. So that \$329.18 doesn't fall within the 5 years immediately prior to the preferral of charges.

I then have the port visit in Korea, which is 24 August 2012, which falls into--in within the relevant time period. But I have no dollar value in Paragraphs (e)--Paragraphs (b) or (e), for that visit. I have discussions of booking hotels near military bases, a discussion about a driving and not putting a sign in, a specific request for a room with three beds, and no dollar values.

The next dollar value I have is in Paragraph 18 (d), which is \$120.00 per day for a medium sedan and that is in April of 2012. So that would be before the 5 years immediately prior. So not within the 5-year timeframe.

Similarly for 18--Paragraph 18 (g), you have \$300.00 per day for what looks like 3 or 4 days and that's similarly prior to May of 2012.

And then I believe when we get to page five, we no longer, and continue on for the rest of the duration of the stipulation, there are no longer individual dollar value of gifts. There are-- that's the focus there is on the discussion of the official action and it talks about the gifts categorically that were recited earlier in the stipulation.

So I would invite counsels' observations on the evidence that I have before me.

TC: Aside from the valuation, we believe that Chief Warrant Officer Ware could, from his own knowledge, the estimate of those things state that he believes that it is of a greater value than a thousand dollars. And we also have, I believe additional documentation that he could be shown that would put that dollar value over. And if he wants to be directed to that, we could do that on a break and show him the valuation that we've come up with.

So I--I do have a valuation that I could show him that would put us over that threshold with the statute of limitations. But I believe he also could just, state that he believes the value that you recited would be over a thousand.

MJ: Okay. I--I don't disagree that that's how we can get to the same result. But I sort of want to take in parts of my question. Am I missing something? Is there a thousand dollars in here or no?

TC: I agree with your count as you went, Your Honor.

MJ: Okay. That's fine. Then I agree then I'm going to open--reopen the inquiry to ask some additional questions about that, not that we are past it. We really haven't gone past it to talk about valuation.

If, Commander Marden, if you want a break to look at any documentations to refresh Warrant Officer Ware's recollection or to



provide him information about the valuation, I'm happy to give you that. Before you answer me on that, I'm going to tell you the second thing that I want to take up so we can make an assessment as to both.

I also looked at the JER including specifically the definitions under 5 CFR 2635.203 when I was on the lunchbreak, in light of Commander Tang's request during the morning proceedings to ask an additional question about the reason for the gifts. And while I stand-by my observation that I don't believe it's required that it be the only and sole motivation in looking at the definition, specifically, 5 CFR 2635.203E, which is given because of the employee's official position it reads: "A gift is given because of the employee's official position if the gift is from a person other than an employee and would not have been given had the employee not held the status, authority or duties associated with the employees federal position."

So I believe that it still stands true that you can give them because their official position and also like them. But I think for our record to be clear, the part that is persuasive to me in the definition is that, "but for their official position it would not have been given." And so I will reopen on the Graft specifications to ask about that.

So in light of that, Commander Marden, do you just want to take a moment here in the courtroom, would you like a little bit of time?

DC: If I could just have a few minutes here in the courtroom, just to explain to Warrant Officer Ware what's about to happen?

MJ: Absolutely.

DC: [Conferring with accused.] We are ready, ma'am.

MJ: All right. Let's take up the valuation first. Actually, you know what, I'm ahead of myself. Let's take up the basis for being given, because we kind of ended on that before we left.

So Warrant Officer Ware, you've been listening to the conversation I've been having with the attorneys and the law that I pulled during the lunchbreak that makes me want to come back and ask you an additional question in the Graft charges.

You've heard the definition that I've read to you, that under the Joint Ethics Regulation in the definition section, which is 5 CFR 2635.203E, it specifically recites that for something to have been given because of an employee's official position, what we were talking about before the lunchbreak, that there--the reason why they're giving you these "thank yous," is for the fact that you are the Food Service Officer on BLUE RIDGE or GEORGE WASHINGTON and that you are placing orders with them. That you are doing business with them and they're thanking you for your official work.

And so the part of the definition I want to focus in on is that was it your understanding, based on the email that we talked about immediately before the break in regards to Specification 2, but also the other emails that we talked about and the other communications, even if you can't tell me what date and time the communications you remember having with either Mr. Patt--Mr. Peterson or other folks from GDMA.

That is it your understanding that the gifts that were given to you, that we've been discussing today and that are identified in your stipulation, Prosecution 1, were given because of your official position and would not have been given had you not been the Food Service Officer on either BLUE RIDGE or GEORGE WASHINGTON and had the duties that you had?

ACC: Yes, Your Honor

MJ: Okay. So it's your understanding that that was--that had you not had that job, had you been Warrant Officer Ware who, let's say you worked in the legal shop with the team here in the courtroom and that was your assignment. And you had no interaction with contractors or contracting. You weren't arranging for any supplies. You weren't doing anything.

Is there any question in your mind that you would not have given--you would not have received these gifts had you been in some other job?

ACC: [No response heard.]

MJ: I--I couldn't hear you.

ACC: No, no--yes, Your Honor.

MJ: Okay. So you are convinced as you sit here today that the reason why you received these gifts under--again, I'm looking at the whole time span now. The April 2010 to September 2013. So it's covering Specifications 1 and 2 of Charge II, that all of those gifts that we've been talking about were given because of your official position and would not have been given otherwise?

ACC: Yes, Your Honor.

MJ: Okay. All right. Now to valuation. You've heard what Commander Tang said, there are, as you can see from the stipulation that you both reviewed her in court today that you previously reviewed, assisted in preparing, you signed it, we've discussed it this morning before breaking for lunch. We had extensive discussions about what's in it. And there--in addition to the \$880.00 that has been totaled for the time period of 17 May 2012 to September of 2013, in addition to the \$880.00 explicit that's totaled there, there is a recitation of several other things of value that are described, but not valued with a dollar value.

Having--having entered into the stipulation, so having already agreed that you got those things, like these other hotel rooms including the hotel room at the Novotel in Brisbane, which it



looks like that was for 5 nights or 6--5 or 6 nights. That you additionally got a hot--or that you requested a hotel room in Pyeongtaek in Korea on the August 2012 port visit. That you also had asked for--you had gotten a driver and you actually were giving direction about the driver that you got to not have a sign in the window on that same visit, and that there was luxury tourist hotel room that was part of that visit. Again, it's identified. You've agreed that you received it. It's just not with a dollar value.

Taking all those together, as you sit here today, can you tell me whether or not it's your understanding that the value, the total value, of the gifts that you got between 17 May 2012, and September of 2013, whether or not they exceeded--whether or not they exceeded a thousand dollars?

ACC: Yes, Your Honor.

MJ: Okay. I would like a proffer from Commander Tang as to what those other dollar values would be. I understand that that there may be additional discussion about valuation and what evidence is on that. But I would like a proffer from the government about what they would prove, if this was a disputed act.

TC: Would you like that now, Your Honor?

MJ: Yes.

TC: Okay. [Conferring with co-counsel.] The government would proffer that there, the total Park Hotel Singapore stay from the 17th to the 18th of May would have been \$662.00;

That the Pattaya Discovery Beach Hotel stay in Pattaya, Thailand from the 25th of May to the 29th of May of 2012, would have been a total value of \$879.00;

That the stay from at least one night. We were unaware of the length of this port visit so we--we calculated for only one night on a conservative assumption, at the Siam Bayshore Hotel in Bangkok, Thailand on the 24th of May, that would cost \$146.00; and

Then there was a stay at the Marriott, I believe that was a J.W. Marriott in Bangkok, Thailand, from the 26th of May to the 28th of May of 2012, and an estimate of that stay with car and cell phone as all these were, were--was \$292.00; and

Then the stay in Korea at the Pyeongtaek Korea Song Tan Tourist Hotel from the 24th of August until the 25th of August of 2012, we estimate \$170.00;

A stay at the International Hotel in Changwon, Korea on the 20th of August of 2012, for \$210.00.

And I believe that ends that specification because those are the stays that we have prior to December of 2012, Your Honor. So in just the first two that I spoke of, in Singapore and Pattaya,

Thailand, that estimate is already at least \$1,400.00 or so, Your Honor.

MJ: All right. So now--thank you, Commander Tang. So now Warrant Officer Ware, having heard the particulars and understanding that when someone offers you a gift and they say they are going to pay for it, that they're--they may not have shown you the bill at the time or told you the exact dollar amount when they gave it to you. So it may be that you didn't learn the dollar value until well after in connection with these charges at this court-martial. Under the law, that--that, the fact that you didn't know the exact dollar amount at the time is--is not a concern for this court.

But as you sit here today, in terms of what you are admitting, now having heard that, do you--again, and I know you agreed beforehand but it is important to this court that you have the information and that you are not just sort of guessing about what it is that the value is. That now having heard those dollar amounts, for--and looking at the two specifications, so yes, let's be clear.

For Charge II, Specification 1, where the time period is April 2010, to September of--I'm sorry, December of 2012. So during that time period, that based on the information that Commander Tang has now recited, in addition to the information you already reviewed yourself and agreed to in the stipulation that that dollar value would be in excess of a thousand dollars?

ACC: Yes, Your Honor.

MJ: Any additional inquiry in light of my questions?

TC: No, Your Honor.

DC: No, Your Honor.

MJ: All right. I understand that there is a pretrial agreement in this case, is that right?

TC: Yes, Your Honor.

REPORTER: [Handing exhibit to the military judge.]

MJ: And Lieutenant Commander Marden, I understand that this has been marked already as Appellate III, for part one and I've been given a copy of that. And Appellate IV is the sentencing limitation portion which I have not seen, is that right?

DC: Yes, Your Honor. Part one is Appellate Exhibit III, part two is Appellate Exhibit IV.

MJ: Okay. And can you ensure that you have a copy of Appellate Exhibit III that we are about to go through at your table? Also, I don't know who has Appellate IV, if you have it, but wherever it is if it's been given to the court reporter it hasn't--if you can keep it at your table, for now.

DC: We have our copies. We don't have the court's copies.

REPORTER: [Nodding head.]

MJ: Okay. So does the, LN2 Brownlee is nodding his head. So I take it that he has the original of Appellate IV, which is, as I



said, I have not seen and I want to make sure is not presented to me at this time.

All right. Warrant Officer Ware, I, too, at the bench here, have a copy of Appellate Exhibit III which is the pretrial agreement, part one of the pretrial agreement.

Is this your signature on page seven, the last page of this document?

ACC: Yes, Your Honor.

MJ: And before you signed this document, did you read it completely and discuss it with your counsel?

ACC: Yes, Your Honor.

MJ: All right. And even though I haven't seen it, Appellate Exhibit IV which is the second part of your agreement, it contains the sentence limitation portion.

Did you also sign that document?

ACC: Yes, Your Honor.

MJ: Before you signed that document, did you read it completely and discuss it with your counsel?

ACC: Yes, Your Honor.

MJ: I--I want to inquire here because we talked at the beginning of the proceedings about the fact that you had a counsel earlier and I'll note, as we did with the stipulation, Prosecution 1, that Mr. Visher, who was your counsel back in November of 2017, also

signed Appellate Exhibit III and I--I assume that he also signed Appellate IV, even though I haven't seen it.

So I--I do want to, when I'm asking you questions about discussing it with your counsel, I also see that Commander Marden signed it. So he was your counsel at that time as well.

Does the fact that Mr. Visher was your counsel then and-- and was involved in these--this plea negotiating or signing this plea agreement and the stipulation, is there anything about that that makes you concerned or want more time in terms of the advice that you've been given or entering into this agreement and the stipulation that I've already accepted?

DC: One moment, please, Your Honor. [Conferring with accused.]

ACC: Yes, Your Honor, I'm okay with moving on with that.

MJ: Okay. So there's nothing about the fact that he was involved, Mr. Visher was involved, but is not anymore and has never actually, once this case came to court. He's not your lawyer any more. He hasn't made an appearance.

ACC: Yes, Your Honor.

MJ: The fact that he was involved in that negotiation doesn't make you want him to come back or do you want more time to go talk to him too?

ACC: No, no, Your Honor.

MJ: Okay. Did you enter into this agreement freely and voluntarily?

ACC: Yes, Your Honor.

MJ: Do parts one and two of the agreement contain all of the understandings and agreements that you and the government have in this case?

ACC: Yes, Your Honor.

MJ: So there are no side agreements, promises that have been made to you that aren't reduced to writing in these documents, is that right?

ACC: Yes, Your Honor.

MJ: Has anyone made any promises to you or done anything else to, in an attempt to get you to plead guilty that's not a part of this agreement?

ACC: No, Your Honor.

MJ: Do counsel for both parties agree with that?

TC: Yes, Your Honor.

DC: Yes, ma'am.

MJ: Warrant Officer Ware, in a pretrial agreement, you agree to plead guilty to the offenses as indicated in part one of your agreement. In exchange, the Convening Authority agrees to approve no sentence greater than the one you agree to in part two of your agreement.

Do you understand that?

ACC: Yes, Your Honor.

MJ: If the sentence adjudged by the court is greater than the one in your agreement, the Convening Authority would have to reduce the sentence to one no more severe than the one in your agreement. On the other hand, if the sentence adjudged is less than the one in your agreement, the Convening Authority cannot increase the court's sentence.

Do you understand that?

ACC: Yes, Your Honor.

MJ: Additionally, there are automatic consequences of your sentence that may affect your pay and allowances. I want to discuss those with--those automatic consequences briefly with you to ensure you understand them.

First, if your sentence includes either a punitive discharge and confinement, or confinement in excess of 6 months, the law requires the automatic forfeitures--forfeiture of all pay and allowances during any period of confinement. That automatic forfeiture occurs whether the sentence is suspended or not, unless the Convening Authority takes action to stop or delay the forfeitures.

Do you understand that?

ACC: Yes, Your Honor.



MJ: Have you had enough time to discuss this agreement with your defense counsel?

ACC: Yes, Your Honor.

MJ: Are you satisfied with your defense counsel, in all respects, and consider him qualified to represent you in this court-martial?

ACC: Yes, Your Honor.

MJ: Do you understand that you may withdraw any of your pleas of guilty, at any time before the sentence is announced, and if you have a good reason, the court will allow you to do so?

ACC: Yes, Your Honor.

MJ: Please take a look at paragraph six, which starts on page two of Appellate III. It lists the five ways in which your pretrial agreement could become null and void, that is, of no effect.

Did you discuss these with your counsel?

ACC: Yes, Your Honor.

MJ: Okay. So you understand that if you fail to plead guilty, if I didn't accept your pleas, if I set aside any of your pleas, if you didn't satisfy or you didn't live up to a material term, which means a term that matters to both sides, if you failed to plead guilty as required at any rehearing, if a rehearing were to occur, that those are the ways in which this agreement becomes null and

void, meaning you no longer get the benefits under, you no longer have the protections of it.

Do you understand that?

ACC: Yes, Your Honor.

MJ: All right. I want to now look at paragraph eight, which starts on page two of Appellate III. It contains ten specially negotiated provisions.

Have you read each and every provision and discussed them with your counsel?

ACC: Yes, Your Honor.

MJ: All right. I am going to discuss a couple of them. I'm going to discuss them briefly.

Paragraph 8 (a) indicates that you agree to a trial by military judge alone. We--I explained this to you earlier. We discussed it. Did you understand when you signed your agreement that you were giving up the right to a trial with members in order to, as part and parcel of this agreement?

ACC: Yes, Your Honor.

MJ: And was that waiver free and voluntary on your part?

ACC: Yes, Your Honor.

MJ: I want to look, just summarizing what provisions Al-- Paragraph 8 (b) through 8 (d) really discuss the appearance of witnesses, the presentation of evidence in this case. And you've

agreed to give up having certain in-person witnesses. You've agreed not to object to telephonic testimony, as has the government. And both parties have also agreed not to object on only certain grounds to documentary evidence that they may want to introduce in this matter.

Did you understand that at the time you were signing this agreement?

ACC: Yes, Your Honor.

MJ: Paragraph 8 (e) you indicate that you are prepared to go to trial 10 January 2018. And I--you were on your way here on 9 January and I--I take it as your--your travel here that you are prepared to go to trial. So I believe that term has been satisfied.

Looking at 8 (f) this deals with your, a different right; that is, an administrative proceeding which is a board proceeding which is different than a court-martial. But in--in pretrial agreements, individuals are allowed to negotiate and waive other potential administrative matters in their plea agreement and even their pretrial agreement, and you've done so here.

That you have agreed to a waiver of--to waive any board of inquiry and/or retirement grade determination board that would be based on any of the conduct in this matter. And that you understand that that could have negative consequences for you.

So did you understand that provision and discuss it with your counsel before you agreed to it?

ACC: Yes, Your Honor.

MJ: And did you agree to it freely and voluntarily?

ACC: Yes, Your Honor.

MJ: You also specifically agreed to waive all waivable motions or said another way, as it's said here, that you agree to waive all motions except those that are not waivable. So did, to not bring any ones that you are allowed to legally waive, and for anything that you are not allowed to legally waive you can't legally waive them. So you can't give them up.

ACC: Yes, Your Honor.

MJ: I'm going to ask your counsel, Commander Marden, to answer for me, what--what if any, motions you would have brought that you are waiving?

DC: Your Honor, we had discussed a little bit before the statute of limitations motion. There was going to be some motion to compel witnesses, discovery motions. I had filed a request with the government to have an in-person interview with some of the people mentioned in the charge sheet. And so if that was not granted, a motion to compel on that stuff as well.



MJ: Okay. So other than the statute of limitations motion, which is--is essentially a legal issue. The other ones are obviously substantive motions but--

DC: Yes, ma'am.

MJ: But they are more about the sort of logistics and proceeding of the court-martial.

Were there any other challenge to the charges, challenge to the theory of prosecution, exclusion of evidence, those kinds of motions that the defense believes if it had reason to bring in this case and was giving up?

DC: Not at this time, Your Honor.

MJ: Okay. All right. In terms of the statute of limitations, as I said, we did discuss that a little earlier and I already explained to you, Warrant Officer Ware, I'm not going to review all the stuff we discussed earlier. But that when you give up a right to a motion, you are affirmatively waiving it. So you are affirmatively telling this court and any reviewing court that you are not bringing that as part of the negotiation in this pretrial agreement. So that in exchange for getting this plea deal, you are going to--you are not going to raise something that you legally, otherwise could have raised.

Do you understand that?

ACC: Yes, Your Honor.

MJ: And did you understand that at the time you signed and agreed to the provision in Paragraph 8(g) of your agreement?

ACC: Yes, Your Honor.

MJ: Did you do--did you agree to that provision freely and voluntarily?

ACC: Yes, Your Honor.

MJ: Continuing on in terms of other paragraphs. As I move my pages around, I just covered up the paragraph I wanted.

Paragraph 8 (h) is a stipulation of fact which we've already discussed. You've obviously entered into that.

8 (i) talks about, it's conditioned on being offered a grant of immunity. But it does indicate that if you were granted immunity that you would testify--you are agreeing to testify truthfully in any other proceeding convened by the Commander, of U.S. Fleet Forces involving misconduct related to the GDMA matter. And this has a time period 2 years after the date of your sentencing. And that you understand that that means that you would have to appear and give truthful testimony and that if for some reason you did not do those things, that would be a breach of your agreement.

Do you underst--did you understand that provision when you signed this agreement?

ACC: Yes, Your Honor.

MJ: All right. And do you agree to that provision freely and voluntarily?

ACC: Yes, Your Honor.

MJ: And then the final, specially negotiated provision is 8 (j) and it talks about forwarding a retirement request via official correspondence, in that, the Convening Authority in this specially negotiated provision, is the entity that's agreeing to do something. The Convening Authority has agreed to positively endorse your retirement request and recommend that you be retired and receive retired pay. And that you be retired in the paygrade deemed appropriate by the Secretary of the Navy. But it also includes a provision that you understand that your retirement grade and characterization of service will be determined by the Secretary of the Navy. That the Convening Authority only--may only make a recommendation and that that recommendation is not binding on the Secretary of the Navy.

So the Convening Authority in that provision has agreed to do something but there's a limitation. It's what they can provide is only a recommendation. But they've agreed to go ahead and provide that recommendation.

Did you understand that provision at the time you signed your agreement?

ACC: Yes, Your Honor.

MJ: And did you agree to that provision freely and voluntarily?

ACC: Yes, Your Honor.

MJ: All right. Do you wish any, for me to review or explain or discuss in any more depth any of these specially negotiated provisions?

ACC: No, Your Honor.

MJ: Let's look at paragraph nine then. Starting on the bottom of page three and continuing onto the top of page four. It contains three notification provisions indicating that your defense counsel has discussed with you the potential consequences of your pleas of guilty, and the resultant convictions.

We briefly discussed the Secretary of the Navy one just a moment ago. And the punitive discharge, that it can adversely affect you in administrative ways and for pay and benefits purposes. I also want to cover the first one which is 9 (a), which notifies you that you may, if you are convicted of what's determined to be a felony offense, under federal, criminal law and Title 18 Section 922(g), that you might be precluded from the ownership, receipt, transport of any firearm that's been transported in interstate commerce, which is pretty much every firearm. So it maybe a total bar to your possession of firearms or ammunition. So that's something that is part of the notification provision.



Is that something that you reviewed with your attorney prior, and were aware of before entering into this agreement?

ACC: Yes, Your Honor.

MJ: And did you agree to that--I mean, do you--do you understand that as part of your plea that that is a consequence, whether you want it to be a consequence or not. That by deciding to plead guilty, that--and if you are found guilty of a felony offense, or if you are found guilty of these charges, that all three of those things that could happen that are in paragraph nine?

ACC: Yes, Your Honor.

MJ: Do counsel request any review of the notification provisions?

TC: No, sir--no, ma'am.

DC: No, Your Honor.

MJ: Warrant Officer Ware, do you have any questions about regarding anything contained in part one of your pretrial agreement?

ACC: No, Your Honor.

MJ: Do you understand each part of your agreement?

ACC: Yes, Your Honor.

MJ: Do counsel agree with the court's interpretation of the pretrial agreement?

TC: Yes, Your Honor.

DC: Defense does, Your Honor.

MJ: Do you have any questions about your pleas of guilty, your pretrial agreement, or anything that we've discussed here today, Warrant Officer Ware?

ACC: No, Your Honor.

MJ: At this point, the court finds the pretrial agreement to be in accord with appellate case law, not contrary to public policy or my notions of fairness, and the agreement is accepted.

I will note as we've discussed earlier, just so that it's clear, because we are now talking about part one. In this agreement, Appellate III, it does recite Warrant Officer Ware, that you agree to enter pleas of guilty, and that starts on page four and it continues to page six. And it recites all the charges that were on the specification--all the charges and specifications on the charge sheet.

Well, as you know, there were pen-and-ink changes to the charge sheet today. You reviewed those, your counsel agreed to them. You did not object to them. Those pen-and-ink changes have not been made on Appellate III, that's because that document has already been signed by all the parties and in order to change something after it's been signed, the Convening Authority would have to actually change it, or give "By direction" authority for somebody else to do the pen-and-ink change.

My question to you is, the, is there anything about the fact that the date was changed and that the way that the... the way we do directives and number them is going to make it hard to articulate on the record. Let me start--okay. So the fact that the date changed for the DOD directive and that in the charge sheet originally when it was brought forward and in your plea agreement, it recites that the DOD directive was issued on 9 November 2007, when, in fact, it was issued on 29 November 2007.

Does that change--would that have changed your mind about agreeing to this plea agreement?

ACC: No, Your Honor.

MJ: Do you believe that because of that mistake, because of that error in your plea agreement, that you are not getting the benefit of your bargain in terms of pleading guilty here because they are going to--we are going to--the trial counsel fixed it on the charge sheet, but we didn't change your plea agreement?

ACC: No, Your Honor.

MJ: Okay. Similarly, the fact that there was a pen-and-ink change to the, the Joint Ethics Regulation, Department of Defense, was originally listed on the charge sheet as "5500.0R" and is now listed as Department of--Joint Ethics Regulation, Department of Defense "5500.7-R." That's different now in your plea agreement.

Is there anything about that change that makes you want to back out of this agreement?

ACC: No, Your Honor.

MJ: That makes you feel like you are not getting the benefit of your agreement because it's different? The charge sheet is now different than the charges as recited in your plea agreement?

ACC: No, Your Honor.

MJ: All right. The court finds that the plea agreement encompasses the charge even with the pen-and-ink changes. So I don't believe that the pen-and-ink changes on the charge sheet undermine the validity of the agreement to plead guilty and that--that the accused here has protection from any future prosecution. That this--these are, in fact, the charges that he is agreeing to plead to. That he has pled to and that he is protected from under the terms of this agreement.

So I will accept--I find that that is part of my finding of the agreement being in accordance with appellate case law, and not contrary to public policy or my own notions of fairness, and the agreement is accepted.

Does anyone have anything on that before I move on?

TC: No, Your Honor.

DC: No, Your Honor.



MJ: Chief Warrant Officer Ware, do you have any questions about the meaning and effect of your pleas of guilty?

ACC: No, Your Honor.

MJ: Do you still want to plead guilty?

ACC: Yes, Your Honor.

MJ: Are you, in fact, guilty of the offenses to which you have pled guilty?

ACC: Yes, Your Honor.

MJ: The court finds that you have knowingly, intelligently, and consciously waived your rights against self-incrimination, to a trial of the facts by this court-martial, and to confront witnesses against you. The court further finds that your pleas are made voluntarily and with a factual basis, and your pleas of guilty are accepted.

Accused and Counsel, please rise.

[The accused and defense counsel did as directed.]

MJ: Chief Warrant Officer Ware, this court-martial finds you:

**Of the charges now pending before  
this court and in accordance with  
your pleas:**

**Guilty, of all  
charges and  
specifications.**

You may be seated.

[The accused and defense counsel did as directed.]

MJ: Are there any corrections or additions to the personal data listed on the charge sheet?

TC: No, Your Honor.

MJ: All right. Commander Marden, has the accused been punished in any way prior to trial that would constitute illegal pretrial punishment under Article 13?

DC: No, Your Honor.

MJ: Commander Tang, does the prosecution request that matters addressed during the providence inquiry be considered in sentencing?

TC: Yes, Your Honor.

MJ: Any objection from the defense?

DC: No, Your Honor.

MJ: The court will note the personal data on the charge sheet, and consider the matters addressed during the providence inquiry, including the stipulation of fact, Prosecution 1, in determining a sentence.

Commander Tang, do you have any evidence to present for sentencing?

TC: Yes, Your Honor. The government has Prosecution Exhibits 2 through 39 and the government offers them all with the exception of Prosecution Exhibit 20. Twenty is reserved for potential later use.

MJ: Okay. So you are offering Prosecution 2 through 19, and 21 through 39, is that right?

TC: That's correct, Your Honor.

MJ: All right. And does the court reporter have those?

TC: The court reporter does and these are working copies for yourself, ma'am. [Handing exhibits to the military judge.]

MJ: Thank you. And I'll just note for the record that Commander Tang has handed me a manila folder with an exhibit list on top, and prosecution exhibits behind it for identification. I'm just going to look through the stack. Since you are not... I'm going to put 20 aside. [Examining exhibits.]

All right. Commander Marden, what is the defense's position as to Prosecution 2 through 19 for identification, and 31 (sic) through 39 for identification?

DC: [Pause.]

MJ: Do you want to take them up individually?

DC: No objection, Your Honor.

MJ: All right. Then hearing no objection, Prosecution 2 through 19 and 21 through 39 are--admitted; the words "for identification" will be stricken.

Commander Tang, do you have any additional evidence?

TC: Just one moment, may I confer with opposing counsel?

MJ: You may.

TC: [Conferring with defense counsel.] We are prepared to call one witness, Your Honor, and we will just have my paralegal go get her. It will be Special Agent (b) (7)(C) .

MJ: Okay.

PARALEGAL: [Withdrawing from courtroom to retrieve witness.]

**(b) (7)(C) (b) (7)(C)** civilian, was called as a witness for the prosecution, was sworn, and testified as follows:

DIRECT EXAMINATION

Questions by the assistant trial counsel:

Q. Would you please state your full name, for the record, spelling your last?

A. It's **(b) (7)(C)** **[REDACTED]** **[REDACTED]**

Q. And where do you currently reside?

A. **(b) (6)** **[REDACTED]**

Q. And by whom are you employed?

A. Naval Criminal Investigative Service.

Q. How long have you been employed with NCIS?

A. Ten years.

Q. So you are a special agent?

A. Yes.

Q. Now Special Agent **(b) (7)(C)**, are you familiar with this case?

A. Yes.

Q. And how long have you been, I guess, working on or associated with the GDMA investigation?

A. For about 3 1/2 years.



Q. And specifically with Chief Warrant Officer Ware's case, how long have you been associated with that?

A. For about the past 6 months.

Q. Now, have you had the opportunity to examine case materials, investigating materials for this case?

A. Yes.

Q. Specifically for today, your testimony today, have you... have an estimation as far as the total amount of gifts that GDMA provided to Chief Warrant Officer Ware?

A. Yes.

Q. How did you come to that estimation?

A. It was a compilation of emails that we have obtained through search warrants and other authorizations for search, accounting spreadsheets from GDMA as well as a stipulation of fact document, and state.gov website that provided hotel rates for locality and timeframe.

Q. Okay. So it sounds like you reviewed everything that was there that you could, I guess?

A. Yes.

Q. And then that's how you made your investigation?

A. Yes.

Q. And to that end, did you create a document, I guess, put it all into one spot?

A. Yes.

ATC: Okay. May I approach, Your Honor?

MJ: You may.

ATC: I'm handing the witness what's been marked as Prosecution Exhibit 39. [Handing exhibit to the witness.]

Q. Special Agent (b) (7)(C), can you review that quickly and then look up at me when you are done?

A. [Did as directed.]

Q. Now, this has already been put into evidence but what do you have in your hand there?

A. It's an Excel spreadsheet of a summary of gifts provided by GDMA to Warrant Officer Brian Ware.

Q. And did you create that?

A. Yes.

Q. And did you create that using the materials that you just spoke about?

A. Yes.

Q. Okay. So just, I don't want to go through each one, but I do want you to explain to the court some of the--the attributes of this--this Excel spreadsheet. So I see that they are numbered, the

columns are numbered one, two, three. So one through fourteen. Can you explain to the court what these numbers mean?

A. Each number signifies a port visit made by the BLUE RIDGE and/or the GEORGE WASHINGTON.

Q. And was Chief Warrant Officer Ware, was he on those ships?

A. Yes.

Q. So these are stops or locations that he was at?

A. Yes.

Q. Okay. Now, the first row at the top says, "Date of Stay." Can you explain what--what that means and how you came to those conclusions?

A. That was--so date of stay is the liberty timeframe and those were provided through documents that we obtained from GDMA servers emails that mentioned the dates of stay and then also open source for port visit schedules.

Q. So generally speaking, when you have a date range, it looks like you are fairly certain that's when the ship was there?

A. Yes.

Q. Now, I see other places where it's just one day. Can you explain that?

A. That's because we couldn't recover emails indicating the actual liberty timeframe. We have reporting, open source reporting

that indicate port visits, but we can't actually pinpoint the liberty.

Q. So you know the ship was there you just don't know for how long?

A. Exactly.

Q. Okay. And so you just have it listed as one day?

A. Yes.

Q. A conservative estimate?

A. Yes.

Q. Okay. Obviously, country and region is pretty self-explanatory. That is the, I guess, the city and sta--country?

A. Yes.

Q. Of the--of the stays. And explain the hotel names. So I see that some of these, you know, one--some of them have actual hotel names, others don't. Can you explain that?

A. So for the ones that have hotel names, we actually recovered emails indicating hotel arrangements were made at these specific hotels and/or we have invoices for those hotels. For the ones where we couldn't pinpoint a hotel name, we just see general discussions about making arrangements for hotels and couldn't really specify.



Q. Okay. So if I understand correctly, you know that Chief Warrant Officer Ware was staying in a hotel in that location, but you just don't know which one?

A. Exactly.

Q. Okay. And in that case, how did you go about, I guess, finding out how much lodging would cost?

A. For, so we, again, we do have either emails or invoices, communications between different GDMA employees that indicate the price and total cost paid for the hotels. For hotel stays where we don't have either invoices or emails indicating cost, we or I, rather, went onto state.gov website that indicated per diem rates, hotel per diem rates for the locality and the timeframe for which the hotel stay is for. So for example, off... let's see... [Examining exhibit.]

Q. So how about, it, the unit there it says, Malaysia. So it looks like, in that column there was no hotel name or hotel cost, but you did find historical lodging rates, so is that where you are?

A. Exactly, exactly.

Q. And that's--that's found, I believe in Prosecution Exhibit 34. So that's--that's the state.gov documents that printed out?

A. Correct. It allows you to choose the location and then the timeframe that you want to see that rate. So it has, you can look at the historical rate.

Q. And that's, then you just times that by the day?

A. Exactly.

Q. And you get the math, okay. And so I'm tracking on the hotel, and obviously, if you had receipts or invoices from GDMA or via emails, we could pinpoint, for a named hotel, how much that cost?

A. Yes.

Q. Per day?

A. Yes.

Q. Virtually?

A. Yes.

Q. Other costs that were--were considered here, car/driver, you know, sedan with a driver, and then a cellphone. So can you walk me through how you came up with those costs, please?

A. So we recovered invoices that indicated car/driver was 90 U.S. dollars a day. And so if those invoices indicated the location, we used that actual invoice value. If we couldn't find a specific cost, we just went with the lowest dollar value that we found in an invoice. And again, it's a very conservative value but we just went with the lowest dollar value of the car and driver for a location that we--we couldn't find an invoice for. And the same thing goes along with cellphone as well. Is that we found an invoice for cellphone usage, rental, SIM card, and we just went with that lowest

one if we couldn't find a value--we went with the lowest value if we couldn't find a value via an invoice or email spreadsheet.

Q. Yeah, I believe there are four invoices so from those four, we'll say sedans, the range was from \$90.00 a day to \$300.00 a day, is that correct?

A. Yes.

Q. And for cellphone it was \$25.00 a day for the SIM card and air talk time was a dollar a day for the phone, is that accurate?

A. Yes.

Q. And, you know, the high-side there, I believe, was \$45.00 a day. So what you are telling the--what your testimony is today is that you took the lowest amount, or the lower amount and applied that to other times when you knew that a driver was used, knew that a sedan was--was rented or a cellphone, but we don't have the number for that?

A. Yes.

Q. And that's a conservative estimate?

A. Yes.

Q. On the low side?

A. Yes.

Q. All right. I just want to just briefly walk through one of these columns just to explain to myself and the court how this came about. So on the first column with number one on it, so kind of walk

me through how you got each one of these items and then the total cost for that stay?

A. Okay. So for, again, date of stay, that's a compilation of emails, a compilation of emails, open-source reporting that annotated the port visit schedule. Country/region, again, same thing. Hotel name. We recovered email correspondences between GDMA employees where they are talking about securing a room for Warrant Officer Ware and they decided upon All Seasons Pattaya. Hotel cost. For \$175.00, U.S. dollars, that was actually annotated in GDMA accounting spreadsheet that we recovered. Historical lodging really doesn't apply because we actually have the value. And again, other items received, miscellaneous fees. Those are all recovered via emails, invoices, and correspondences between GDMA employees. We added up, I say we. I added up the dollar value, so 175 plus 90 U.S. dollars a day, times 3, plus 25 U.S. dollars, plus \$1.00 a day for a rental; very complicated math. But I--I came to the value, the total cost of being 473 U.S. dollars.

Q. Okay. And then that's, you repeated that process for each one of these 14?

A. Yes.



Q. Okay. And just to, I know that you said that in some of the emails there would be a price for the hotels. Now, those are not always in U.S. dollars?

A. Yes.

Q. So how did you get to U.S. dollar determination?

A. I went to a website called oanda.com which allows you to plug-in the timeframe and the currency that you are using and it will give you a historical rate and you can, you can type in, if you have 5,000 Philipino pesos and you want to find out what the value of that is in 2010, you can choose a timeframe of what you are looking at and get a real time--well, not a real time but a historical rate, rather for the value of the currency at that time.

Q. And after adding up these 14 instances of gifts, what was your total value of the gifts that you found GDMA had provided to Chief Warrant Officer Ware?

A. The total cost in U.S. dollars was \$8,136.18.

Q. And do you feel that's a conservative estimate, do you feel like that is something you stand by?

A. It's conservative, yes.

Q. Now, when--as you were reviewing the emails from Warrant Officer Ware and GDMA employees, what is the date of the last email, do you remember?

A. September 10th, 2013.

Q. And do you remember when, when Leonard Francis was arrested?

A. September 13th, 2013.

ATC: Just one moment. No further questions, Your Honor.

MJ: Okay. Lieutenant Commander Marden?

DC: Thank you, Your Honor.

**CROSS-EXAMINATION**

Questions by the defense counsel:

Q. Good afternoon, Special Agent (b) (7)(C).

A. Hello.

Q. So in all of the case materials that you've examined, that that includes all 190 page transcript of his interrogation?

A. Yes, I reviewed that.

Q. Okay. So then you are aware that in March of 2017, when he was interrogated he admitted to accepting these gifts?

A. Yes.

DC: Thank you.

MJ: Any redirect?

ATC: No, Your Honor.

[The witness was excused and withdrew from the courtroom.]

MJ: Does the government have any additional evidence in sentencing that it wishes to offer?

TC: No, Your Honor.

DC: Just for the record, I'm handing back Prosecution Exhibit 39 to the court reporter. [Handing exhibit to the court reporter.]

MJ: All right. Chief Warrant Officer Ware, at this time, you have the right to present matters in extenuation and mitigation, that is, matters about the offenses or about you that you want the court to consider in deciding your sentence. Included in your right to present these matters, are the rights you have to testify under oath, to make an unsworn statement or to remain silent. If you testify under oath, you may be cross-examined by the prosecutor and questioned by the court.

If you decide to make an unsworn statement, you may not be cross-examined or questioned by the court. However, the prosecution does have the right to rebut any statement of fact in your unsworn statement. You have--you may make an unsworn statement orally or in writing, personally or through your counsel, or you may use a combination of these methods. If you decide to remain silent, that cannot and will not be held against you in anyway.

Do you understand your rights?

ACC: Yes, Your Honor.

MJ: Commander Marden, do you have evidence to present on sentencing?

REPORTER: [Handing exhibits to the military judge.]

DC: Yes, Your Honor. We have Defense Exhibits Alpha through PAPA. A courtesy copy has been provided to Your Honor. And a copy has been provided to the court reporter.

Defense Exhibit Alpha is Brian Ware's original enlistment contract dated 25 May 1987;

Defense Exhibit Bravo is his enlistment photo;

Defense Exhibit Charlie is the officer appointment acceptance and oath of office for Warrant Officer Two, Warrant Officer Three, and Warrant Officer Four in 2009, 2012 and 2016, respectively;

Defense Exhibit Delta is 71 pages of evaluations and fitness reports of Brian Ware;

Defense Exhibit Echo are nine character letters from military people;

Defense Exhibit Foxtrot is a 38 page Washington Post Article dated 7 November 2017;

Defense Exhibit Golf is a checklist from the U.S. Attorney's Office;

Defense Exhibit Hotel are some family photos;

Defense Exhibit India is the disembarkation card for foreigners from Japan;

Defense Exhibit Juliet is the immigration control and refugee recognition act dated 4 October 1951 from Japan;



Defense Exhibit Kilo is 8 USC Section 1182, it deals with inadmissible Aliens;

Defense Exhibit Lima is a letter from the adoption placement agency that Warrant Officer Ware is currently working with;

Defense Exhibit Mike is Warrant Officer Ware's original retirement approval orders original dated for 1 June 2017;

Defense Exhibit November is OPNAV Instruction 1811.3A dated 28 February 2012;

Defense Exhibit Oscar is 10 USC Section 6322 that deals with officers over 30 years; and

Defense Exhibit Papa is an email from Mr. Tim Suich at Navy PERS Command.

We offer those into evidence and ask that the words "for identification" be deleted.

MJ: Okay. Commander Tang, Captain Brighton?

TC: Your Honor, the government has--does not have an objection to Defense Exhibits Foxtrot and Golf subject to the manner in which they intend to be used. So we can, and I believe I understand how defense intends to use it, if I could just clarify with it, that the court will use it only for its permissible purposes then we don't have an objection.

MJ: So why don't I take a look at those so I can understand what your objection is.

TC: Yes, Your Honor.

MJ: [Examining exhibits.] As Commander Marden described it, Defense Exhibit Foxtrot for identification is, at least in the printed copy I have, Pages 1 through 29 of a Washington Post Article that says it was updated November 5th of 2017. From its title it looks like, an overview of the GDMA scandal, I'll call it. That's what I think is a summary article. Although as I flip through it, it does appear to have individuals' names and the status of any action that was taken against them, any article--any disciplinary action and it appears to include some punishments as well.

The parties first agree that my summation of what this is is accurate?

TC: Yes, Your Honor.

DC: Yes, Your Honor.

MJ: All right. And what's your objection, Commander Tang?

TC: The objection only to the actual punishments and the charges with which the other defendants have been charged. If this is used merely to show that Chief Warrant Officer Ware's case has been subject to publicity and that his name is linked with the GDMA scandal, the government has no objection to that. But if it's being used to argue that this court should sentence him to a particular punishment, and that that should be somehow linked or related or--or weighed against other punishments, we believe that is an

impermissible use and that either that information should be redacted or if the court just will not use it for that purpose. Then the government has no problem with it being admitted.

MJ: Commander Marden?

DC: Defense concurs Your Honor that the specific sentences that they've received is impermissible. We would, and additionally the government said about the publicity, we also had intended to go into what they were charged with just to show the relative weight and severity.

MJ: Okay. Any objection to that, Commander Tang?

TC: No, Your Honor.

MJ: All right. Well the court is always presumed to follow the law and not consider things that are improper. But I will note that since you've raised it as an issue, and the parties are in agreement, the court will reiterate that will only use all of these documents for their proper purpose and not use them for any improper purpose.

Let's talk about Defense Exhibit Golf for identification. Is that similar, this is--let's see what is this... this is...  
[Examining exhibit.]

DC: I can proffer that, Your Honor.

MJ: Yes, please do it----

DC: This is a.

MJ: ----so that, if it...

DC: This is a chart from the Justice Department put out by the U.S. Attorney's Office that shows, and I had cut-off the first five pages of it because it dealt specifically with people and what they had been sentenced to. But the chart at the bottom is a list of the various U.S. Codes, the description, which are the charges and the list of the detectives who were in charge with that. Again, similar to Defense Exhibit Foxtrot just to show relative severity and weight.

MJ: Okay. So I'll note that that chart starts mid-way down on page one. It's only a two-page document, so the focus of your offering this is from--is really the chart, which starts on mid-way down on page one and continues on to page two.

Am I understanding you correctly, Commander Marden?

DC: That's correct, Your Honor.

MJ: And given that it's, it's the discussion we just had about Defense Foxtrot for identification, do you have any objection to Defense Golf for identification? The chart in that it--it's similar to the article that you just agreed to Commander Tang, would recite provisions of the U.S. Code and who--who was charged with that. But it doesn't recite any of the details of what happened with those cases.

TC: If used merely for the proposition that his name is tied up with people who've done much more serious things, then the government has no objection, Your Honor.



MJ: Commander Marden, is that your intention?

DC: It is, Your Honor.

MJ: All right. And so objections to anything else, Commander Tang, other than the two that were just discussed?

TC: Correct, Your Honor.

MJ: All right. And my understanding is that you are actually in agreement and you don't have an objection based on the discussion we had, is that right?

TC: Yes, Your Honor.

MJ: All right. Then Defense Alpha through Papa are admitted into evidence; the words "for identification" will be stricken. The court will only use all of the evidence admitted for a proper purpose. And since I haven't reviewed them in detail, and I won't get the opportunity to do that until I close for deliberations, if I note any other things for the record, that I think need to be raised I will. But I will--they, all of these documents since I haven't gone through them page-by-page yet, will only be considered for a proper legal purpose. I will not consider anything, even if it's on there for any, that would be improper evidence, would not be permissible on sentencing.

All right. Do you have any additional evidence, Commander Marden?

DC: Yes, Your Honor.

COMMANDER ALEXANDER L. SIMMONS, U.S. Navy, was called as a witness for the defense, was sworn and testified as follows:

DIRECT EXAMINATION

Questions by the trial counsel:

Q. And can you please state your name for the record, spelling your last name?

A. Alexander Lamont Simmons. SIMMONS.

Q. And are you a Commander on active duty in the United States Navy?

A. Yes, I am.

Q. And what's your current duty station?

A. U.S. Fleet Forces.

Questions by the defense counsel:

Q. Good afternoon, sir.

A. Good afternoon.

Q. Could you tell the military judge a little bit about yourself and the duty stations that you've held please?

A. All right. Good afternoon.

MJ: Good afternoon.

A. I started off back in '92 as a fire controlman and I enlisted in the Navy. I served onboard the USS KARAN (DD 970), as a un--as a quad zero fire controlman. Then I went to "C" School at

Dahlgren became an AEGIS supply tech, a radar controller. I was stationed on the THOMAS S GATES '93 to '98, '99 timeframe. And went from there to the University of South Carolina where I got my commission. Went off to the NORMANDY. The NORMANDY, this was the timeframe around 2001, I was the Gunnery Officer onboard from 2001 to 2003 or so, 2004 timeframe. I went out to the HARPERS FERRY out of Sasebo Japan, I was the MPA, main propulsion assistant, and that's around 2004, 2005. Went to the postgraduate school after that. And then went off to department head school and SWOs. And then did my first department head ride on the USS AVENGER, as the Chief Engineer. And that was around 2009, '10 timeframe. Went to MSRON FIVE out of San Diego. I was the Boat OIC. And that was the timeframe around 2010 to 2011. Went to SWOs as an instructor for 4 1/2 years in Newport, Rhode Island until 2015 when I received orders to the USS RONALD REGAN. On the RONALD REGAN, I was the Auxiliaries Officer in engineering department, from 2015 to 2016. I left there and came to U.S. Fleet Forces. And at Fleet Forces, I am a Battle Watch Captain, also a Fleet Watch Officer.

Q. So sir, were you on the REGAN when you first met Brian?

A. Yes.

[END OF PAGE]

Q. Okay. Can you tell the military judge a little bit about your interactions with Brian while he was on the REGAN?

A. As I said, I arrived onboard the USS RONALD REGAN in 2015. This is when they were in San Diego. While in San Diego, around August timeframe, they did the hull swap with the GEORGE WASHINGTON. That's when I met Warrant Officer Ware. As the Auxiliaries Officer I'm responsible for the food storage areas where we keep the food cool, the refrigeration units, galley equipment. The maintainers of all that stuff that involves me as a leader in engineer interacting with a leader in the supply department to make sure that I'm covering all bases as auxiliaries officer's should and that requires me to interface with the Food Service Officer because I won't know about any issues in their area, because that's in supply department unless I interact on a daily basis. So on a daily basis I walk the spaces, I walk the equipment, although I read the 8 o'clock reports, see what's not working properly, a lot of times it's a disparity between what's supply's reporting is wrong and what's engineering is tracking. And so that requires me from a leadership perspective to pay him a visit as a courtesy to make sure we are on the same page because then our department heads, or head of departments, the HODs, they need to be on the same page and that's where the principle assistant, I need to be able to speak on that so that both HODs are



on the same page. So it requires us to have a very close relationship because there's no success unless we work together.

Q. Okay. You said that you had a close relationship with him. Did you guys get to become friends?

A. We became friends more on a professional level though. But, yes, we became friends.

Q. Were you able to interact with him when he was working as the food service officer?

A. Almost on a daily basis almost.

Q. What did you think of him as a Sailor?

A. As a Sailor, he's--he's top notch. He's--I've met a lot of food service officers, and he's top notch. He's always been a very motivated naval officer and let me tell you, I've met a lot of officers. I've met a lot of foodservice officers and not many are as motivated and as caring as he is for one, the--his presentation to the crew, to have them excited about working under him and, you know, to make sure all the CSs and everyone that works in that area are motivated to come to work and to put on a good display, because the mess decks is--is pretty much more than just an eating area. It's where folks get to have social activities. It's where folks actually hang out, if you will, on the carrier. And so if the food is very presentable, if the space is clean, you are going to have a very motivated crew for all activities. They have talent shows. They

have all their group meetings and that's where we go. That's where they go. And so it was very clean all the time. Everybody was in good spirits. I just love the bread baking, I love the food. I--you know, it's--it was a very well-kept, very well-run organization under his leadership, and that's what I respected about him.

Q. So you are aware that he's pleaded guilty today?

A. I'm aware.

Q. Okay. Now, the fact that he's pleading guilty to accepting gifts and to Graft, does that change your opinion of him?

A. It does not change my opinion of him.

Q. Okay. If given the opportunity, would you serve with him again?

A. Without question I would definitely serve with him again.

Q. Do you think that he has the capability of rehabilitative potential, getting past this and moving on with this life as a productive member of society?

A. Absolutely. He's--he's been nothing but resilient under all the situations I've seen him under onboard the REGAN. You know, he's a very resilient man and, I think he can accomplish anything he puts his mind too.

DC: Thank you, sir.

MJ: Cross-examination?

TC: Yes, Your Honor.

**CROSS-EXAMINATION**

Questions by the trial counsel:

Q. Commander, so it sounds like you've been on--on sea duty for the majority of your career?

A. Yes, ma'am.

Q. And you've had substantial interaction with members of the supply community such as storekeepers and and supply officers?

A. Yes.

Q. Now, for any person in the military it's important to follow the ethics regulations, would you agree with that?

A. Totally.

Q. For the folks that are charged with safeguarding the Navy's money and in the case of food, Sailor subsistence allowance, do you believe that it's even more important that those people are trustworthy?

A. Without question.

Q. And that it's even more important that those people follow the ethical regulations to the T?

A. Absolutely.

Q. And are you aware that what Chief Warrant Officer Ware pled guilty to, was in violating the ethics regulations?

A. I understand, yes.

Q. And that he violated it in connection with his duties as the Food Service Officer onboard the GEORGE WASHINGTON?

A. What I don't know is, you know, when that was. I don't know whether it was, you know, right before I met him, you know, or it was down further along. I don't know what stage in his pos--his capacity, his position. Because that makes a difference in my calculation of, you know, whether he had intent, whether he had, you know, thorough knowledge of what he was doing. That weighs heavily on me in my assessment of him.

Q. Now, you--you met him only from 2015 and you've known him since then?

A. That is correct.

Q. So certainly you didn't know him before September of 2013?

A. That is correct.

Q. And you'd agree that you, your knowledge of what he knew at the time is limited. You don't know what was in his head, right?

A. That is correct.

Q. Now, knowing that he did plead guilty though to violating ethics regulations, based on what you know of--of the charges in this case, your understanding of them, does any of that change your opinion?

A. It does not. Again, as I understand it, pleading guilty, you know, it goes into what the end result, the end state of this



whole hearing may do to him due to his family. And so that, if I was in his position I don't know what motivated him to plead guilty. But if I were him and my family, let's say I had a daughter, a baby, if the difference of me going through the whole process, pleading guilty, if the result meant that, or the result of the hearing, the result of the court-martial meant that I would either have, you know, 15 years before I saw my daughter or 5 or 6 months before I saw my daughter, that may go into my calculation of pleading guilty because it's hard to say how these proceedings may play out, you know. How that weigh on my family will, if I was in his position, may determine how I plead, you know, regardless of whether I had full intent to do something bad or had no knowledge that I did something that I should not have done that led to the court-martial. Does that make sense?

Q. One question. So in your opinion, it does not diminish his ability to serve as an officer in the Navy, even as a supply professional, if he admitted that he deliberately violated ethics regulations?

A. That is correct and I, I qualify that by saying, you know, had he had an intent to do harm that he knew of, and he pled guilty then you know, I would understand that hey, you know, you plead guilty because he did something wrong. He's trying to be honest. Had he did something wrong and he didn't know he did anything wrong, but he understood that he did something wrong, the consequences are

what they are. And it could mean the difference between him spending several years behind bars or several months, that may go into the calculation. So what I'm saying to you is that, I don't know what went into his calculation of why he would plead guilty. But had it been me, I would have weighed the odds and say well, I probably want to just go ahead----

TC: I'm going to just--I'm sorry, Commander. It's not--this set of circumstances is about Warrant Officer Ware so I appreciate you sharing what the--what your calculation would be but that's not really relevant. So I'm just going to ask you stop your answer there.

Nothing further, Your Honor.

MJ: Commander Marden?

DC: No redirect, Your Honor.

MJ: All right.

[The witness was excused and withdrew from the courtroom.]

MJ: All right. Lieutenant Commander Marden, do you have any additional sentencing evidence?

DC: Yes, Your Honor. At this time, Warrant Officer Ware would like to make an unsworn statement with counsel.

MJ: All right.

DC: All right. Brian, so it's been a tough day sitting here pleading guilty. I want to start at the beginning. Tell me about--

you saw that we introduced your first enlistment contract in 1987.  
Why did you join the Navy?

ACC: Just, I lived in Kansas and not much going on. A year after high school, my father decided that I should try something new. I joined the Navy 25 March '87. And just never been to the beach, never seen the ocean and being in Kansas and it was a thrill for me to do that. It was--I was a mess management specialist, a cook, a stew burner back then, in the days. And just would never know 31 years later, I'm still active duty. So it was a dream come true to see the world and to meet my family that I have right now.

DC: So if my math is correct, 31 years later you enlist at 18, you are 49?

ACC: I'm 49 years old, yes.

DC: When do you turn 50?

ACC: June 17th.

DC: Of this year. So 6 months from now?

ACC: Yeah.

DC: Okay. So you are obviously an officer, you didn't start off as an officer. Tell me about--how far did you get as an enlisted member?

ACC: Yes, I went from an E-1 to E-8, senior chief. I've been in Japan since 2005. And made senior chief and I made warrant officer at the same cycle. I got commissioned in 2009. And then I

went to the USS BLUE RIDGE. An average DSO tour is about a year and-a-half, and I did 7 straight years at sea, from the BLUE RIDGE to the GEORGE WASHINGTON to the RONALD REGAN. SO I'm sea--sea daddy. I'm-- I love to be around sailors and food is, I'm the first person they see and the last person they see. So I feeling 7,000 people three times a day on a carrier and that was 5 years straight. And then of course, on the BLUE RIDGE it's about 1,500, so. It's--it's just hard to be in this situation that I am over this, this judgment. The Navy is pretty much all I got.

DC: Tell me about winning the NAY Award? What is the NAY Award?

ACC: NAY Award is the best food service award for your class of ship. And even though I've made a, my judgment wasn't clear in 2010, we won the NAY Award on the BLUE RIDGE in 2010. We also won the NAY Award in 2011 on the BLUE RIDGE. In 2014, we were the Pacific Fleet NAY Award finalist on the REGAN. The first in history for a forward-deployed carrier. And in 2017, the RONALD REGAN won a NAY Award, first in history for our--a carrier. There was a ceremony in Chicago but I was on legal hold and couldn't attend.

DC: So tell me about what it was like walking into NCIS in March of 2017, and them asking you questions about gifts.

ACC: Nine days before my retirement ceremony [crying]. My retirement ceremony was April 10th. And in Japan I had about 200



Japanese guests and my wife's Japanese and her parents. [Crying.]  
So I had to cancel my ceremony and write letters to all the Japanese officials, the mayors and all the key people, but I couldn't tell them why. Went on legal hold April 3rd. My ceremony was April 10th. I have a very unique situation with my family, if I can explain that?

DC: Please, tell us about that.

ACC: My wife is Japanese. We got married in 2000.

DC: What's your wife's name?

ACC: Ayako. She's up, right now in Japan waiting for the phone call. And in 2015, we decided to adopt a baby. But she had no citizenship and no passport, no visa. And nobody wanted the child so they were going to send it back to Burma. So my Japanese adoption agent reached out to me, and we decided to [crying]...

DC: I'm showing you Defense Exhibit H. Is that Ayako in (b)(6)?

ACC: Yeah. So we decided to adopt her in 2015. But we had to agree that we can't leave Japan because she has no citizenship, no passport and no visa. So I talked with my family in America saying that Japan was going to be my new home and we adopted her in 2015. Over the last 2 years, she just became a Japanese citizen last Sunday. With a federal--with a federal conviction, many problems come my way. The first problem is 7 days after my retirement ceremony I got hired as a contractor attached to the REGAN and that means that I have a SOFA status, Status Forces Agreement Visa so I

can stay in Japan as a civilian, protected by the government, and I lost that job. The only way to stay in Japan is if I work on the base, because there's no employment except for the base. But I'll leave here with a federal conviction. I might not be able to get hired. My wife can't go to America. She's the oldest. The Japanese culture is there's no hospice in Japan and your parents die in their home. And her parents are getting older. Baba and Jiji, is the Japanese name for grandparents for my daughter. So if I can't find-- I was already hired so I lost it, and if I can't find a job 60 days after I retire, my wife can apply for a spouse visa but I have a federal conviction. I have to leave here, hopefully tomorrow, or after jail and I've got to get home. [Crying.]

DC: Are you familiar with Japanese immigration law?

ACC: Yeah, I've got to fill out that card.

DC: [Inaudible], Your Honor.

ACC: Both sides, if you have a federal conviction. [Crying.] Let's see if I can get back home to see my family and retire. They're in housing. They're in housing right now. So I've got to first be able to get back in Japan but then I've got to hopefully retire. If I lose my retirement, over this then I don't have that. Then I have to get a job. And if I can't get a job, I've got to get a spouse visa.

DC: And can you get (b)(6) a visa to come to the U.S.?

ACC: It's very hard with a felony conviction. I'm a felon.

DC: Where was she in the process now?

ACC: She's with my wife in housing right now. And she can stay in housing until I retire.

DC: You said that--you said that she's a Japanese citizen now.

ACC: She just became a Japanese citizen Sunday.

DC: Where in the process of becoming a U.S. citizen is she?

ACC: It's right now. So whenever the call comes, we go.

DC: What if you are not in Japan with them when the call comes in?

ACC: I got, you lose opportunity. I--I...

DC: The 3 years that you've been waiting to make this happen you start over?

ACC: Three, yeah... well, I won't be able to because I have a federal conviction. See right now, I don't have a federal conviction. So her becoming a U.S. citizen would be okay but with the federal conviction, she might not get it. So she will never be able to leave Japan except to visit me so I'll be 50 living with my father. And my--my mother--my father-in-law is not doing well so my wife will stay and the Navy would take me away from my family. And it's--that, it kills me. [Crying.] You know.

DC: You--you said earlier that the military judge told you that if you are sentenced to confinement, your pay could stop. How would that impact your family?

ACC: I've got another problem. I have--I've been married twice, you know. I'm a Navy guy. And I have a son and my ex-wife is a cancer survivor and my child support pays for her rent. But if I go to the brig, my pay stops after 14 days of the... so now the... [Crying.] My child support would stop, I couldn't pay my son's rent and then I miss the opportunity to get my wife, my child a U.S. visa., you know, and everyone talks to me and I would never say that all those admirals and all those people that did all those bad things and I'm the first court-martial in history for GDMA and I've got a driver and a hotel. I would never want to say that... I would never say that I'm better than them. It's just they all got a chance of a life after the Navy and for 9 months, I've just been in a hole, alone, because I'm Japan--I'm on the base everyone knows it. No one knows about this but Japan people. So I'm hidid out. I grew a beard when the ship came back so--because people didn't know what happened to me. And my wife is just devastated. I've destroyed my wife's--my dad calls me crying every night. And I've been in Virginia for 2 days. Don't eat. I--I just, I just can't believe that from 1987 to 2010 I was a star. And from 2014 to 2017 I was a star and then for this one area, I just--it was my first tour as a Div O and that bad



company challenged my leadership and my integrity and I did it. I--I don't want to say I didn't know. I'd come into the ship, there's a car with FSO on it. No one tells me I'm not supposed to have that. So I would never think of... how would I just... I just made Warrant and I'm going to come and commit a crime the next month. So it's just very hard to me that I've done so much. If you look at the character reference letter, I hope you look at them, ma'am, and read all those character letters and my--my evaluations. I'm not a bragger. I'm all about my people. But I'm going to have to brag here today that the Navy is my life and it's not very many 30-year-old, 30-year, 50-year-old men in the brig.

DC: Is there anything else you would like her to consider?

ACC: I--if somebody said what's more important, going to the brig or your retirement, I would rather you take my retirement than, me calling my ex to say, well, there's no child support and I don't have a federal conviction yet, so I can maybe go home with him and get into the country. And with a federal conviction, not have to deal with that. But just knowing that, I'm in jail and... the federal conviction that's my fault. I'll take responsibility. If I lose my retirement, that's my fault. If I get a fine, that's my fault. But if I go to jail, I got two families devastated. One can't get a visa and one can't have rent. That's a, I'm just one little guy. I lost my retirement ceremony. A Navy tradition.

Shadowbox done, food done. I lost it. I lost it. I lost everything. [Crying.] I love this uniform. I love the Navy. My dad wrote letters to the President, everywhere, everyone is trying to help me. And I just don't--I don't want to let you down, ma'am. I don't know you but as of today, I'm embarrassed to be in front of you. I had a lapse of judgment. I didn't have--there was no ethics training back then. Right now there is ethics training about vendors. Why? Because of GDMA. But when I got there, there's no training. There's no... we are on a, I'm the Food Service Warrant. I am the--I'm supposed to know better. And I, I didn't, I didn't come through that 3-year period, I just... I just didn't, I wasn't myself. It's not my character. I--I, you cannot do 30 years and 24 years sea time and be a criminal. It ain't going to happen. And I'm, I just apologize that I've taken up all your time because... this is hard, ma'am.

DC: Defense rests, Your Honor.

MJ: I appreciate your obviously, heart-felt statement, Chief Warrant Officer Ware. As sometimes happens and as I told you when we begin--when we began our conversation, depending on other evidence that comes before me during the proceedings, I may need to go back and ask you some additional questions.

And I listened very carefully to everything you just shared with the court and there are two things that you said that make me

need to go back to my questions about your guilty plea and what we call in legal terms "re-open the providency." And what that means is I have to go back to where you took responsibility for the crimes and pled guilty and ensure that I'm still satisfied there is a factual basis for your plea, so I'm going to do that now, okay?

ACC: Yes, ma'am.

MJ: I need to be clear that you haven't done anything wrong, but some of the things that you said in your statement, concern me about the factual basis for the plea. So I need to go back and clear up in whichever direction it sorts out, right, whatever the truth is, that's where we need to go, okay?

ACC: Yes, ma'am.

MJ: You said in your statement that you were a new division officer, and that you come outside and there's a car that says, FSO. And you said, "No one tells me. How I'm supposed to know?" We discussed when we were talking about the basis for your plea, the fact that there was a lawful order in effect is starting--I mean, it was in effect before April 2010. But the time period we were talking about from 1 April 2010 through September 2013, that the Joint Ethics Regulation as implemented by the DOD directive, was in effect. And when we were talking about your plea, I asked you whether or not you knew at the time, not now, afterwards where there's more training, back then at the time, if you knew that the Joint Ethics Regulation

was in effect and applied to you and your conduct. And you told me that it did. But I understand that as you look back on it and there's a lot of emotion here, I want to--I want to focus on the statement that you made in your--in your unsworn statement that says, no one told you, how are you supposed to know?

Did you know on 1 April 2010 and from the time period of April 2010, to September 2013, that you were prohibited by the Joint Ethics Regulation which is issued by the Secretary of the Defense that you were not permitted to accept things of value from prohibited sources, from--from companies or individuals representing companies that had business before you? Did you know that back then?

DC: One moment, please, Your Honor?

MJ: Of course.

DC: [Conferring with accused.]

ACC: Yeah.

MJ: Okay.

ACC: Okay. If you could ask it again, I'm sorry.

MJ: I will. So back in April of 2010, so starting 1 April 2010 and through September of 2013, during that entire timeframe did you know, back then, not now, back then?

ACC: Yeah.

MJ: That there was a Joint Ethics Regulation that was issued by the Secretary of Defense and it was implemented by a DOD directive



and that it prohibited you from accepting anything of value from a prohibited source? Anything of value in excess of \$20.00 from a prohibited source?

ACC: Yes.

MJ: Did you know that?

ACC: I knew that.

MJ: Okay.

ACC: I--I just didn't comprehend that getting a driver and a gift, it didn't really, at that time, match. I--I, and that's why I say I look back now and yes. But I knew you were not allowed, especially in supply department. We are the main people that got gifts because we have services. So I knew you couldn't get gifts. And if someone gave me a--a basket of fruit for 50 bucks I would say I don't want it. I just never linked the car in my mind. I mean, it was given to me. There was no exchange of money. But I--I knew that, yeah, all officers, you know, Supply Corps School tells you that. I just, you know, was not thinking that as a gift at that time.

MJ: Okay.

ACC: I know the rules, ma'am.

MJ: Okay. And--but did, and you knew that you were getting something that was of value for free without paying for it? When, in the form of the hotel room or in the form of the car with a driver?

ACC: Right.

MJ: Do you also know that? And I'm focusing at the time, not now. At the time you knew that you were getting a driver and somebody was paying for him and it wasn't you?

DC: Can I have a moment? [Conferring with accused.]

ACC: Okay. The, as I had the turnover with my officer and he says, Neil is your food guy. He's your lifeline. When I reached out for the first email and I asked him, I said hey, I'm coming into my first port. I don't remember the email. It was a long time ago, 8 years ago, or 7 years ago. But I said hey, I'm coming into my first port, looking for a hotel, looking for a driver. However you can help me out. And at the end I asked him hey, how do I pay for it? He says, no, we got it. I'll take care of it. Now, that's where I dropped the ball. In my mind, was that a--was that a--is that part of the contract, do I pay later? And of course, I just kept accepting them on. So that was my failure as an officer to realize that when you say, I'll take care of it later, my actions should have been, okay. And I didn't. And I didn't think about it and that--I wasn't criminally intent to, you know, but I had opportunity to stop this. And when he said, I'll take care of it, it should have flattened me. And I know the rules and I didn't. And I didn't do what I was supposed to do as an officer. And I continued to do, and I just kind of, it became the norm for each port. As you

see how many ports there are. It kind of became the norm of having a driver. It wasn't criminal, it wasn't in my mind, I wasn't getting money. I--I knew I was wrong and I should have stopped it there and I just did not make that appropriate call. Yes, ma'am.

MJ: I understand. And again, I--I, do you, because I understand you know, there are, as the judge, your attorney, the prosecutors are all trained in the law so we use words like "criminal intent" intentionally in a particular way. I understand that's not your training. So I do want to ask you about what you've just said.

What I heard, in terms of what you just said and I want to make sure----

ACC: That I'm talking too much.

MJ: I'm just under--I just want to make sure I'm understanding you correctly.

ACC: Yes, ma'am.

MJ: That what you just told me is, you did understand at the time that in the first--the first time it happened, you were unclear it sounds like, as you're sharing with me that--that there was a mention of we'll take care of it later and you didn't really know what that meant. Am I understanding you correctly? The first time it happened?

ACC: Yes, I should have--I should have...

MJ: If you could just answer my question, Warrant Officer Ware, I want to go slowly here so I'm really understanding what you are saying.

ACC: Yes. Because the first time he said it is we'll--we'll take care of it, is what he said.

MJ: And at that point, that very first time when he said that, you were not clear on what that meant, whether that meant it was part of the contract as you just said, whether it was going to be paid later. When he said that statement, if it--it will be taken of, or we'll take care of it, you were unclear on that?

ACC: I didn't do anything, I didn't act or...

MJ: No, I understand that. And--and I think you are anticipating whether or not that's--whatever you are going to answer to my question is a good answer or a bad answer. I go back to what I said to earlier. There's only the truth. There's only what is the truth here.

ACC: Uh-ummm.

MJ: And so it--I'm not looking for a particular answer. I just want to walk through this slowly and in small pieces because my concern came from when you were sort of lumping everything into one bucket. So it's important that we sort of unpack it, each piece at a time so that I can understand whether or not what you did meets the legal elements of violation of a lawful order, and of Graft.



Do you understand that?

ACC: Uh-ummm.

MJ: All right. So sticking with my question. Just about that very first time and the statement that you shared with me just now when he said--and "he" is Mr. Peterson, is that right?

ACC: Yes, I never met Fat Leonard before, so.

MJ: Okay. And he says it will be--it will be taken care of. At that moment, from that sentence, you weren't sure what he meant? It was possible it was going to be part of the contract, it was possible it was going to be paid later, you just weren't sure, am I understand you right?

ACC: [Conferring with counsel.] That's yes, when he said, he'll take care of it, I knew I wasn't paying for it.

MJ: Okay.

ACC: So it was wrong.

MJ: Okay. And then after that, so let's put aside the first time, okay. Let's now move onto the times after that. The times after that, and you--he--you knew that you were not paying for it. We also talked during your plea allocution that you actually knew GDMA was paying for it, is that right?

ACC: Yes.

MJ: Okay. So it wasn't just you knew you weren't paying it, you knew that GDMA who--which was a prohibited source?

ACC: Yes.

MJ: Was paying for it, right?

ACC: Yes.

MJ: Okay. And that you were taking it, it was a gift to you. And even though, you are right, it was not a tangible thing that a hotel room you understand at the time that a hotel room costs money and has value?

ACC: Yes, ma'am.

MJ: And you understand that a driver, while it's not the same as you said to me in your statement, you understand--I guess what I'm asking, at that time, did you understand that that's the kind of thing that costs money and has value?

ACC: Yes, ma'am.

MJ: Okay. So when you were saying in your saying unsworn statement, you know, that it didn't really seem like a gift, I just want to sort of make sure I'm unpacking this. Are you saying that when it didn't seem like a gift, are you saying that now, today, compared to other gifts or are you saying kind of looking back or are you--I really want to stick with the timeframe of what you knew at the time because as we talked about when I read you the elements of the crime, in order to be guilty of a violation of a lawful order:

You have to have known the order existed;

You have to have known that the conduct that you were doing was in violation of the order.

So, if you didn't think it was a gift back then, then it's not clear that that I have a factual basis to accept your plea. So as we look through this, and again, we--we went through this when we talked about it earlier. So I just want to make sure that I'm understanding that what you said just now in your unsworn statement, can be--can be reconciled with what we talked about earlier.

ACC: Okay.

MJ: So at that time, in this timeframe 1 April 2010 through September 2013, when you received a hotel room and didn't pay for it and knew that GDM (sic) was paying for it, when you received a driver, the sedan, and you didn't pay for it. You knew that GDM (sic) was paying, GDMA was paying for it. Did you understand at that time, like when you are getting into the car and being driven around, when you are putting your bags down in the hotel room, that this was something of value that you were not allowed to take from the GDMA?

ACC: Yes, ma'am.

MJ: Okay. And I understand the context, the larger context, therefore the larger context being your 31-year career and this being at time when you were newer and maybe hadn't been exposed as you said in your own words where your leadership or your--your work as division officer had not been challenged. You were new at it. And

this was a challenge that was presented to you and that it was not a challenge that you were able to meet. I understand your unsworn statement. But I want to be clear that there's actually a factual basis here.

ACC: Yes, ma'am.

MJ: Because, and again, if there's not then it's my duty as the military judge, it's not, this is not, then you should not be found guilty if there's not a legal basis.

You understand that, right?

ACC: Yes, ma'am.

MJ: And I would not be doing, I would not be doing my duty as the military judge to accept a plea if I did not believe that you were, in fact, guilty. We talked about this morning. So it's not about whether you want to plead guilty or that seems like the best course of action. It's about whether or not there, in fact, exists a legal basis for your guilty plea to be accepted.

Do you understand that?

ACC: Yes, ma'am.

MJ: Okay. The other thing that you said, and I think it's along the same lines, but I do want to call it out specifically that you said in your unsworn statement was that there was no ethics training provided and that there's a lot of ethics training now, in light of this, you know, the--the breadth and depth of--of this



scandal in the Navy that as is often the case, when something happens and things do not go as expected, there are remedial measure that are taken. One of those remedial measures is training.

So I do want to ask you, while you say there was no ethics training, did you, in fact, nevertheless, even if there was no ethics training provided to you, were you aware at the time, in April of 2010 through September of 2013, that there were ethics regulations, the Joint Ethics Regulation and that that constituted lawful order that prohibited you from doing this, even if someone didn't give you a 2-hour training on it, were you aware?

ACC: Yes, ma'am.

MJ: Okay.

ACC: And in Supply Corps School.

MJ: Okay. And you were aware that it applied to you continuously throughout?

ACC: Yes, ma'am.

MJ: And you were aware that there were no exceptions or no basis for you to accept these things?

ACC: Yes, ma'am.

MJ: Do counsel have any, anything they want to raise in light of my additional questions in providency?

TC: May I confer with opposing counsel?

MJ: You may.

DC: I apologize, ma'am, one moment.

MJ: It's quite all right.

TC: [Conferring with defense counsel.] May I have minute, ma'am?

MJ: You may?

TC: [Conferring with co-counsel.] No problems, Your Honor.

MJ: All right. Commander Marden, any--anything in light of my additional questions?

DC: No, Your Honor.

MJ: All right. I am satisfied with the additional answers that I received to that, there are--there is still a factual basis to accept Warrant Officer Ware's guilty pleas to all the charges and specifications. So that finding will remain intact.

Does the prosecution have a case in rebuttal?

TC: No, Your Honor.

MJ: The court will now hear argument.

TC: Yes, Your Honor. In this case, the government is asking for 15 months confinement, for a dollar-for-dollar fine on the conservative estimate of \$8,126.00 and a dismissal from the United States Navy.

I'll quote from one of the prosecution exhibits understanding that Your Honor has not read them yet, and I will walk through them and--and explain why we think that the evidence that we

provided and that the course of conduct justifies the sentence that I've just proposed, including the dismissal.

You'll see in Prosecution Exhibit 21 direct quote from Chief Warrant Officer Ware at the time sent from his Navy email onboard the ship, "The FSO always needs a nice room and transportation." And that is absolutely what he needed. You will read through the course of these emails and we've provided a highlight of them in the stipulation of fact, but we've provided more in the evidence packet that from port, after port, after port, 14 port visits, throughout Asia that Chief Warrant Officer Ware got the star treatment. He got a fully funded vacation in all of these ports, minus subsistence, minus food, in every single port. What he got and he would be very specific about what he wanted. A nice hotel. He would say where he wanted it. He wanted to have internet. He wanted his friends to have a hotel, at least one friend funding by GDMA. He wanted to have a certain number of beds so he could have his friends also benefit from the gifts he was--he was receiving. A car and a driver on standby and a phone. You will see in some of the exhibits we have provided, that in certain port visits, the BLUE RIDGE paid for a car for two people: that was the Chief of Staff of Seventh Fleet and the CO of his ship. So the gifts that Chief Warrant Officer Ware got put him well above the standard that what the Navy would pay for for its own senior leaders. And this is

someone who just came before you and purported to be a person who was junior and inexperienced at that time.

He was a 23-year CWO at the time, even though he was new as a Div O. And you will see through the course of these emails that he was in the driver's seat. He was dictating these terms to GDMA. Exactly the specifics about what he wanted, and he followed-up when it wasn't quite right or when he didn't get an immediate response. They--they were in his pocket and he was in theirs and the jeopardized his integrity of that entire career. That entire record that he put forth over this fully-funded vacation in 14 port visits.

So I want to talk about one other thing that he just said and that was actually in providency that was before his unsworn statement. He said I would do whatever I could to help the prime vendor. That's not what his job was. His job was to protect the Navy's funds and those subsistence funds that are paid, that subsistence allowance that was withheld from sailors paychecks. That's the special trust that was entrusted in him and that's how he used his discretion to do things that benefited not the Sailors on the ship, but GDMA. And he essentially got the kick-back in the amount of at least \$8,124.00, a very, very conservative estimate.

A couple of aggravating factors. I'd--and his friend, the Commander was very partial to him. You saw that in the way he answered his quest--answered questions. But even he agreed to what



you and I both know, Your Honor, which is that a Supply Corps is--is a position of special trust, above and beyond every other officer on that ship. I'll draw your attention also to another aggravating factor, you'll see in Chief Warrant Officer Ware's emails when he's on the BLUE RIDGE that he cites the LDO/CWO mission, the Limited Duty Officer/Chief Warrant Officer Mission. In that it is part of his email signature. So every time, many times, when he wrote GDMA, Neil Peterson, and Neil Peterson's employees giving them the specifications of what he wanted in these ports. It's not just that he got the gift, he also had it fully arranged and prepared and chosen for him. In those emails, he cites that the LDO/CWO Mission supports the warfighting capability and readiness of naval forces through leadership, technical proficiency and experience. We are the primary manpower source for technically, specific billets, not best suited for traditional unrestricted line, restricted line or staff corps career path officers. Using critical enlisted experience, we are committed to the continuous leadership, improvement, training, and mentoring of Sailors. And that is not something that he forgot, because he would have been reminded of it every time he sent an email asking for the gifts that he received. That is another aggravating factor that he was in a special position of trust as a supply corps officer, and as a CWO.

So what about this course of conduct justifies the severe punishment that I've just suggested? One is the period of time. Whether it's from April of 2010 or May of 2012 and the prior gifts are aggravating factors, or because the prior gifts are--are the reason why he later does things for GDMA. That's about 3 1/2 years; 3 1/2 years from April 2010 to September of 2013. And as you read through these emails you will see the evolution of how this escalates over time. And how he is taking such extreme steps to benefit GDMA such as beefing up the order in Brisbane, in Brisbane, Australia.

So in our evidence packet that we've provided you, we also have given you this statement and perspective of Mr. Peterson. And so certainly, Mr. Ware doesn't--Chief Warrant Officer Ware didn't know, at the time, exactly what was in Mr. Peterson's head, but he told you that he--he knew why he was getting these gifts.

Now, Neil Peterson has--has said that they were marking 80 to 100 percent. He said that the entire BLUE RIDGE food service, certainly including the food service officer was what on he--was on what he characterized as the GDMA bandwagon. And he told investigators that Chief Warrant Officer Ware was very helpful because he would not question bills because he would, in Mr. Peterson's terms, accept food that was not within specs. And certainly we've provided a notice that, that Mr. Peterson's cooperation was linked with a plea agreement but that is consistent,

much of what he said is consistent with what is written in emails that were recovered in the course of the investigation.

So this escalates. By about February of 2011, the--it's very clear in these emails that every time--that when he places a food order, he references what he wants. That he--he talks about what he wants. He, that he wants internet. That he wants multiple beds. And that he wants the car and driver. And that becomes very standard and there's no--as you read these emails, you will see that there's no hesitation and there's no compunction and interestingly, there's knowledge of wrongfulness. You will see an email relating to Korea where Chief Warrant Officer Ware specifically says, make sure there's no sign in the window. That's because he knows that that's not normal. That what he's doing is wrong. And officers on the ship don't just get free hotel rooms, gifted to them.

You will see in Prosecution Exhibits 16 through 19 talking about a port visit in Korea. There's an extensive discussion about how they're coming into the port, and then overnight liberty is cancelled because of weather conditions. And the CO want's the crew onboard the ship. So he spends approximately, probably 15 or more pages and several different email chains going back and forth and saying, well, if I can't get that hotel then I want the driver. Because I want to maximize liberty and he wants the driver to be there waiting and he's going to bring him back, liberty has been



authorized and then very quickly, the GDMA employee in Korea re-tools and sets it--back up to a hotel and sets it up with the driver, and ultimately he gets the whole package. But I suggest that as you read that, you can see how responsive GDMA is to Chief Warrant Officer Ware, which I submit is an aggravating factor as this relationship has gone on.

You will see that in the Bangkok and Pattaya Thailand, in Prosecution Exhibit 14 that he has an engagement that he has to do in Bangkok, it's an Iron Chief competition. And so GDMA actually funds two hotels during overlapping time periods because Chief Warrant Officer Ware says he doesn't want to come back to the ship. That's going to be too troublesome for him. He wants to be able to leave his stuff in one hotel and not have to pack it back and so he has actually two hotels, you'll see, during overlapping time periods for the car and driver to take him anywhere.

From you--from your knowledge or understanding of the Navy, and looking at this evidence, it looks like he didn't spend many nights onboard the ship at all in port. You can see from what he's gotten, from--from all the gifts that he was given he had a quality of life like nobody else did while on deployment and it was all courtesy of GDMA.

You'll see a reference to where his friend was, in Prosecution Exhibit 11, his friend's room was supposed to be comp'd.



It was supposed to be covered by GDMA. And when that friend realized that his card had been charged, Chief Warrant Officer Ware interceded not once but twice, to make sure that GDMA got that refunded for his friend. That's how, that's how brazen he was with managing this relationship with GDMA. And GDMA said that they would do it right away. This is an evolution and an escalation. So it starts and it continues for a very long period of time, and I suggest that he then exhibits further knowledge of wrongfulness by saying that he wants his hotel far away from where the liberty busses drop off. You will see that in Prosecution Exhibit 13, related to one of the Korea port visits.

You'll see in Prosecution Exhibit 16 that as he realizes he's leaving the BLUE RIDGE and the BLUE RIDGE we've noted in the stipulation of fact is a large vessel; 500 crew roughly. That was a conservative estimate and now he's going to a carrier, that is the capital ship of the Navy. Three thousand plus, that we put in the stipulation, without Air Wing. And that is a larger budget. And we've put in the stipulation of fact that he would spend up to or even in excess of \$100,000.00 sometimes on these food orders and that's food the crew needs, but that's a lot of money where he has the discretion to do things. He told you himself in providency, that he would have the discretion to make choices and that he would make choices at the behest of GDMA to benefit them. Whatever they had on

the pier that was kind of left over, because no one else took it, they would say, why don't you take that for GW. And he told you that he would.

Now, as he was going to GW he specifically leveraged that in Prosecution Exhibit 16 and I'll turn to that and read it because he knew exactly what that meant. That meant hey, right now I've got a smaller crew to feed, I've got less dollars I'm spending but he's about to go to GW and he says, and this is after he's been in port in Korea and he's complimenting the customer service that the ship's received. And the bottom of the first page of Prosecution Exhibit 16 he also says, for me personally, the best customer service I have had this year, followed by a number of exclamation points. So he's gotten to the point where he is rating the customer service that they have provided him as his own personal husbanding agent to make his liberty and these port visits enjoyable. So after this every enjoyable port visit in Prosecution Exhibit 16, he says "I leave the USS BLUE RIDGE in December, but," but all caps, "I will be the new FSO on the USS GEORGE WASHINGTON so I know we will work together again for the next 3 years."

When you read this, and then eventually you'll see his emails pick up in GW where immediately he checks in and says, hey, I'm that same guy from the BLUE RIDGE. So what is he doing here? He's leveraging his past utility on the BLUE RIDGE the choices that

he's made, the--the service that he's rendered, the food services that he's made in the hopes of getting further gifts, and that's exactly what his emails represent.

And that's when we come to Prosecution Exhibit 21 which is where I began. Now, he's on GEORGE WASHINGTON and he says, "Hope we can work together again, because the FSO always needs a nice room and transportation." And in--in reaching out, again, now it is on a new hull, making sure they know who he is, he talks about all the port visits they are going to have. We'll be Australia. We'll be in H-- at KK and HK, Kota Kinabalu and Hong Kong. I miss you brother."

So he knows what's up. And he's immediately now, now leveraging his ability to make even larger food orders to get even better gifts or to continue getting gifts of a high value.

Now, this didn't end because he said, I'm tired of getting hotel rooms, I want to stay onboard the ship. This doesn't end because he said, I'm sick of you Neil. I don't want to have anything to do with you. This ended right exactly around the same time that GDMA and Leonard Francis were busted. Even from the article that the defense provided and Neil Peterson's proffer and the testimony from the agent, that was established as about the 13th of September of 2013. And the last email that--that is in our packet that we found that referenced hotels etcetera, was the 10th of September of 2013. I'd submit that the behavior, the good behavior and--was a result of



realizing that this was over. That he didn't stop because his conscious got to him.

Prosecution Exhibit 6, Your Honor, you will see a further discussion of the bust incident. I believe this was in Jakarta. And certainly this is from the perspective of Neil Peterson but this just demonstrates exactly what it was, the types of things that Chief Warrant Officer Ware was expected to do in response to having received these gifts.

And now I'll talk a little bit about some of the emails that, that represent what happened in the Brisbane, Australia port visit in July of 2013. So now onboard the GEORGE WASHINGTON, having reached out and made sure they know he's the same Brian Ware from the BLUE RIDGE, Prosecution Exhibit 22 he reaches out to his local point of contact and then 23 and 24, these are after, these are before pulling into the port, but after he's already beefed up the food order. But I submit that when you are looking at Prosecution Exhibits 25, 26, 27, and 28, you'll see that Chief Warrant Officer Ware knows he's pulling into Australia. He knows he's dealing with someone named Peter, because that's the vendor there and he wants to see if this is a GDMA vendor. And so he's trying to reach out to Neil Peterson. He doesn't initially get in touch with him so you'll see another email where he says, hey, try and get me in touch with Neil Peterson. And then in response to one--one simple email, you



are right, that Peter Price buys through GDMA. You're right any chance of beefing up the order, mate!?" "Beefing up the order, mate!?" That is an exclamation point and a question mark. Certainly not a mention of we happen to have these other things on the pier. "Any chance of beefing up the order, mate!?" And you'll see, I've printed and 25, 26, and these--these email chains, they're multiple responses by Chief Warrant Officer Ware to that question, "Any chance of beefing up the order, mate!?" Because he responds multiple times before they write back. So one of the first things he says "I'm putting in another order now to have on the pier for the reception. We are so full of food but I know your services are good." So he doesn't need food. But his--this person from GDMA who's been giving him gifts says, "Any chance of beefing up the order, mate!?" We also have a RAS before we get there. So they're full and have a RAS. But he says, "So I feel confident I'm giving you love, brother." And I submit that that means to be clear, I am doing something more than I otherwise would have done, and this is to your benefit and we would argue that that means this is what I'm expecting to get compensated for. That is one of the responses.

Prosecution Exhibit 26 I did an add-on order. And he then references that we are going to have more--more business in Hong Kong, Kota Kinabalu, KK and other ports. That's all before Neil

Peterson has responded. And it goes on, beefing up complete. Expect so much love in Malaysia.

And in Prosecution Exhibit 27, it's not going--it's not easy doing an 1155. And we put in the stipulation of fact that that's a purchase order because the price is so high that everything went well and now I have fresh items on the pier. He talks about the TYCOM and the catalog and the need to act early to get this approved early so that he can give GDMA the most business possible. You will see that in these emails.

And so the government submits that's what very aggravating about that is that there is what Chief Warrant Officer Ware said. There is a system of oversight. But he is demonstrating that he has the knowledge to make adjustments even within that system of oversight to do things that benefit GDMA. And I submit that a careful reading of these emails will bear that point out. That's using the 1155, and getting the TYCOM approval in advance. And just the zeal with which he responds in response--in response to the question, "Any chance of beefing up the order, mate!?" Is an aggravating factor, that how excited he was to help out the prime vendor at the expense of--on the Navy's dime.

It's impossible to value the amount of money he cost the money and the government didn't even attempt to do so, but one estimate from Neil Peterson's perspective was that they were marked

up 80 to 100 percent. But certainly any number of mar--an amount of mark-up is reasonable. Neil Peterson himself said in Prosecution Exhibit--and his second proffer and email. So I believe that's Prosecution Exhibit 4, an email that they would normally only mark things up 25 to 50 percent. So 25 to 50 percent is the normal mark-up. Because Ware was in their pocket, he's--according to Neil Peterson, they were marking up 80 to 100 percent instead. And extrapolate that across tens of thousands of dollars of food orders. It's an unknowable number, but it's a large number. And as Neil Peterson indicated were aware, but not question the bill.

So as I've gone through that, and I've chose of course, in--in reading this I submit that this will give you good insight into what Chief Warrant Officer Ware was doing. I submit that the egregious course of conduct is enough to justify 15 months of confinement, a dismissal and a fine. The principles of sentencing that I'll refer to primarily are rehabilitation, maintain good order and discipline in the military and general deterrence.

Now Chief Warrant Officer Ware has certainly served in the military for a very long time. And with that number, and with that number of years, he's looking to you for mercy which is appropriate for a defendant to do. I submit that it was 23 years of service when he began doing this. And that that is 23 years of knowing better. That he began to do this as soon as he got to his first ship as a



CWO. That he went awry very early on in his officer career and with the training and experience of what was expected of him, and what he knew, and what he reiterated every time in his emails, many times in his emails, that because he knew so much better, and because this was so avoidable that it is worthy of a dismissal. And the punishment that I've suggested.

With regard to general deterrence, this is, your sentence will send a message to the fleet that your seniority is not going to be what--what will give you mercy, just because you come and say that you've have this many years. That the egregious course of conduct in a position of trust, that was completely unnecessary and repeated over a course of 3 1/2 years, there are things that are serious enough to justify a dismissal and that will send a loud general deterrence message throughout the fleet.

With regard to rehabilitation of Chief Warrant Officer Ware, I submit that in listening to his providency and his unsworn statement that although he knows that he did wrong, that he is having difficulty truly acknowledging wrongdoing, and that to come to the court and request mercy in the form of saying--well, he actually said something about wanting a dismissal vice confinement. But I don't believe his counsel would argue for that without his client's consent. But to come forth and to say that, he's not shown the appropriate level of contrition for you to take the extraordinary



step of not awarding a dismissal in a case where this wrongdoing was so egregious.

So for those reasons, the government believes that 15 months of confinement, a dismissal, \$8,126.00 fine is the appropriate remedy in this case and that anything less is not a sufficient general deterrence punishment. Thank you, Your Honor.

MJ: Commander Marden.

DC: Your Honor, my esteemed colleague throws away the term "mercy" like it's nothing. But it was French philosopher Antoine de Saint-Exupery (sic) who said, "Justice must be tempered by mercy or else it's just revenge."

And Your Honor has the unenviable job now of deciding what is Brian's life worth? What is 31 years of naval service worth to a 49-year-old man? What is justice in this case? In this case, justice is a fine of \$8,126.00 the defense asks, and that's what defense asks that you sentence Brian to in this case, Your Honor. We all agree that the gifts were wrong. We all agree that he should not have gotten that value. That will make the Navy whole financially. You heard him say point blank, "I would rather you take my retirement than send me to jail."

Now, make no mistake Your Honor, we are not striking for a dismissal. But when Brian puts that into context, that speaks volumes. So the reason why Your Honor should not adjudge any

confinement in this case, there's actually three of them, one of the sentencing principles, rehabilitation, deals with Brian. Brian is the first reason.

The second reason is the severity of the offenses and the third reason is because of the life that Brian is going to lead starting today, for the rest of his life. So let's talk about Brian. Your Honor is well aware that we have an individualized sentencing principle. It's not, here's the offense, here's the sentence. We do take the person into account here.

Defense Exhibit Alpha. Have you seen Your Honor an enlistment contract from 1987? Where were you on March 27th, 1987? How many people in this room were even alive at that point? Brian has given 60 percent of his life to the Navy. This is heavy. This is in black and white, this is not just a bad print. Back in 1987, they didn't do this; 31 years he's spent in the Navy.

Let's talk about--[clearing throat], excuse me. Let's talk about Brian. The government made a point that he truly doesn't realize any wrongdoing and he hasn't shown any contrition. That's just false, ma'am. Number one, you heard him sobbing when he talked about what he had done and how ashamed he was standing here in front of you. He's here. He's pleading guilty. He is taking responsibility for his actions. He can't go back in time and undo what he had done. All he can do is take responsibility now. You

heard from Special Agent (b) (7)(C). He took responsibility in March of 2017 when NCIS came knocking at his door; 190 pages of transcript where he repeatedly admitted this.

Now, the government decided not to put that in, but he admitted it. He took responsibility there and he's taking responsibility here. The government might want to throw that away, that's a really big deal for a 49-year-old man to sit here in open court, in front of senior military officers and the media, and sob openly being so ashamed of what he had done.

And as Your Honor is well aware, as of this moment, he is a felon. He has a federal conviction that will follow him for the rest of his life. Now, when we talk about Brian, and we talk about his character, the charge sheet does not represent his character. You know what represents his character, Your Honor? Defense Exhibit Delta, 71 pages of enlisted evaluations and officer fitness reports that shows he's a superstar. He told you that, that he was a rockstar. He's proved that over 31 years. You know what else shows his character, nine character statements from senior officers, captains, commanders, lieutenant commanders, master chiefs. All who know Brian and all who are willing to put their name and their reputations on the line for him.

Commander Simmons who came in here in person, dressed up in his blues to speak on Brian's behalf. Those have to be worth

something. Those are not throwaways when the government can just say, oh, well, he's going to come in here for mercy, but he doesn't deserve that because look at what he did. That's absurd, Your Honor. And that's a disgrace to everything that Brian has given to this country and to this Navy.

Now let's talk about the severity of the offenses. Number one, we are in a military court-martial. We are not in a federal district court.

TC: Objection, improper argument, Your Honor.

MJ: I'm not sure I understand the context?

TC: With regard to the forum.

MJ: Okay.

TC: Commenting on what other people get or what other jurisdictions do.

MJ: I'm not sure, that's ok--I haven't heard what Lieutenant Commander Marden is going to say so I will overrule your objection until I hear what he has to say without, what definition the federal court is.

DC: Your Honor, if this were a jury case, you would be instructing them to use their knowledge of human nature and the ways of the world. If we were in a federal court--the feds take the cases that are worth something. The reason we are in a military court is because Brian was a small fish.



MJ: I understand your objection. I'm only going to consider proper arguments. I've noted your objection. That's fine. Please continue, Commander Marden.

DC: If you take a look at Defense Exhibit Foxtrot, not only is the Virginia Pilot here taking notes, so guess who is going to be story number one tomorrow. But this 29-page article from the Washington Post from 5 November 2017, is titled, "Prostitutes, Vacations and Cash: The Navy Officials Fat Leonard took down." And when you scroll through this and you read this when you go back to deliberate, Your Honor, you are going to see senior people who are charged with bribery, conspiracy, lying to federal officials, prostitutes, drugs, lavish excursions, in exchange for state secrets, ships' movements changing, and right there at the end, on Page 29, is good ole Brian Ware. Though here, it says he's charged with travel. Very clearly, he's not charged with travel. But he has been lumped in with all of these other people who are charged with much more serious crimes.

Now, Defense Exhibit Golf which is the chart from the Justice Department. These are the description of the charges here. Conspiracy to commit bribery, bribery, bribery, bribery, bribery, bribery, bribery, bribery, bribery, bribery, false statements, obstruction, conspiracy to commit honest services wire fraud. Brian is not charged with any of that. And the reason why he's not charged

with any of that, Your Honor, is because he didn't do that. Your Honor is well aware of for bribery, there as to be a quid pro quo. There's no quid pro quo in this case or that would have been on the charge sheet here. This isn't like Brian pled to a lesser included offense, he pled to the sheet. He took responsibility for everything. The government says here's your charge sheet, Brian says, yep, I did that. I'll plead guilty to it.

Now, when we take a look at the stipulation of fact, the government made a big point in the argument about beefing up the order, and changing this. That's not how the system works, ma'am. When you take a look at this NASA Publication 486 it's a Navy instruction. It's 280 pages. And it shows step-by-step how this is supposed to work. But if you take a look at paragraph five of the stipulation, because you obviously don't have a copy of that instruction, paragr--sentence two of the first paragraph, paragraph five: "He was responsible for ensuring the approved Navy Standard Core Menu was prepared as written." There's a standard menu. He can't deviate from that without approval. Use your knowledge of the ways of the world and the ways of the Navy, Your Honor, there's a form for everything that we do. He would have to verify that. We go down a couple more sentences: "He had authority to generate food orders." That is true. He has the authority to order food. Not the authority to set the price. And there's only a limited amount of

space on the ship. He could beef up an order, where is he going to put it? There's a form for spoliation too. He can't just throw this food into the ocean, it doesn't work that way. And you heard him when he was talking about this in providency. He beefs up an order at one port because he doesn't know if it will be available in the next.

And he has to feed the crew, whether it's 3,000 on the carrier, 1,500 on the BLUE RIDGE, however many it may be. He has to make sure that his is stocked. So all this stuff about beefing up orders, and you know, topping stuff off, yes, if there's room but this is not something where he's just going to keep stocking things, he can't. It doesn't work that way logistically. Think about the layout of a ship. CWO4 Ware had discretion to decide which items to buy and which quantities. Yes, if it was on the menu. So he has the authority to do that but he has to set the menu based on what the Navy says. Based on what the TYCOM approves. There is not quid pro quo here. This isn't Brian beefing up an order for these gifts. The government is trying to use that as aggravation, but that's not how this works. So that's Brian.

Let's talk about the severity of the offenses. We've already talked about the difference between a court-martial and a federal district court and the fact that he is now lumped in with everybody else. But these charges they're crimes, very clearly,



that's why we are here. They, in the scheme of things, it's not what everybody else is charged with. It's not. And so that has to be taken into account that if the government had evidence against bribery, they would have charged him with that. So frankly, the charges, when you take a look at the charge sheet, Your Honor, and I know we talked a lot about the timing of it and everything else. If we got back to the statute of limitations issue we started, we go back to April of 2010 and it ends in September of 2013, that's 7 years ago. To the most recent time, is 4 1/2 years ago. So this is something that he took gifts. He took hotel rooms, he took a driver and a car, he took cellphones. We are not talking about prostitutes, we are not talking about judgment on trav--we are not talking about travel. But he took those things 7 years ago. And we talk about the severity of the offense and putting this into proper context, that speaks volumes as well.

And finally, ma'am, how is life is going to be from this moment forward. Defense Hotel. This is Ayako and (b) (6) You heard Ayako is sitting by the phone right now. It is 0610 in Japan tomorrow. And she is hoping to get a call from him instead of getting a call from me.

This is Brian with his daughter (b) (6). His daughter who last week got Japanese citizenship. You heard from him that he's going through the process of trying to get her U.S. citizenship. And if he



is not there when that phone call comes from the embassy in Tokyo, they go to the back of the line. The 3 years that they have been waiting to get her citizenship from when they picked her up in Burma with no citizenship.

Now the other pictures here, there's a picture of a newspaper, and this is Brian, Ayako and (b) (6), and then the next picture is a family photo that's--they're wearing the same outfits you will see, it's the picture that's in the newspaper from the front. This is the day that they adopted (b) (6). The reason why the newspaper is there, it's in Japanese, so you won't, probably won't be able to read it, ma'am. But they were the first international couple to adopt an inter-racial baby from another country. That's why he made the Japanese newspapers. And now they are going to have to go back to line if he's sent to the brig. And if he's not there for that phone call. It could come tomorrow. It could be coming right now for all we know. He needs to be there for his family.

Now the, we talked about, I would rather take my retirement. Your Honor can not adjudge him a dismissal. That doesn't mean he's going to be retired. It doesn't. We can't control that. You heard from Brian that he might not be allowed back in the country of Japan. That is also something the court can't control. In the legal field, we look to the courts as the arbiter of justice. As the person to right wrongs and make sure that the people get the

just sentences. The only thing that the court can have control over is whether to send him to jail, and that's why we are focusing on not sending him to jail on that. And the reason why he may have trouble getting back into Japan is because of Defense Exhibit India.

This is the immigration form that all non-Japanese have to fill out when they travel to Japan from another country. And there's in block two, and it's highlighted for Your Honor. "Any history of being convicted of a crime (not only in Japan)?" And you take a look at the back, "Have you ever been found guilty in a criminal case in Japanese or in another country?" When he comes back to Japan, and he's going through immigration, he has to check yes because he had a federal conviction as of this moment.

And if you take a look at Defense Exhibit Juliet, this is the Immigration Control and Refugee Recognition App. This is Japanese immigration law. And it says that the purpose of the act, it's Article I: "Is to provide for equitable control over the entry into and departure from Japan of all persons and to consolidate the procedures for recognition of refugee status."

Japan is a closed country, Your Honor. They don't like foreigners. The military has the exception under SOFA, the Status of Forces Agreement, which Brian and I, and anybody else serving over there would have, as active duty service members. Sometimes that's not enough because the Japanese do not like convictions. Under the

definitions, he is a foreign national because even though Ayako and (b) (6) are now Japanese citizens, he's not. He's an American Citizen.

Article V: "Any foreign national who falls under any of the following items shall be denied permission to land in Japan."  
Subsection (4): "A person who has been convicted of a violation of any law or regulation of Japan, or any other country, and has been sentenced to imprisonment, with or without work for 1-year or more, or to an equivalent penalty."

So he gets a year in jail, or an equivalent, who knows what the Japanese equivalent is? This is solely up to the Japanese Minister of Justice. But even if it doesn't fall squarely under Japanese law, Brian's not in the clear. Because if you go down to paragraph two, there's a catch-all. "Even in cases where a foreign national seeking to land in Japan does not fall under any of the items of the preceding paragraph, if the country of which he or she is a national or citizen, landing to a Japanese national for any other reason other than those set forth in the items of the preceding paragraph, the Minister of Justice may deny his landing for the same reason." In other words, if his country, the U.S., would deny a Japanese person coming in for the same reason, Japan can reciprocate and block him as well.

Well, that's where we get to Defense Exhibit Kilo, which is 8 U.S. Code 1182, inadmissible aliens. "Aliens who are inadmissible



under the following paragraphs are ineligible to receive visas and ineligible to be admitted to the United States."

Paragraph two, conviction of certain crimes. "Any alien convicted of or who admits having committed, or who admits committing acts which constitute the essential elements of a crime involving moral turpitude is inadmissible."

Even if he passes all of that, he may still be denied entry into Japan. That's not something the court can control. That's going to be up to the Minister of Justice when he lands in Narita International Airport in Tokyo.

So the natural question since Brian may have difficulty getting back into Japan is, well, wait a minute, why don't we just have Ayako and (b) (6) come into the states. He's an American citizen. They don't have any federal convictions that would bar them from coming in, everybody can live hunky-dory in the states. Well, that's not going to work, Your Honor. You heard Brian talk about Ayako's status in the family. She is oldest daughter and in Japanese culture, it is her responsibility to take care of their parents. There's no hospices in America--excuse me, hospice system out there. The parents live with the children until they die. So Ayako can't leave traditionally because then she would bring shame upon her family. If she's not leaving, (b) (6) is not coming and nobody's going to send a 2-year-old across the world on an airline by themselves.



But not only that, you now have Defense Exhibit Lima which is a letter from the adoption agency who Brian worked with to adopt (b) (6). And she says, "I work closely with the United States Embassy in Japan and the visa unit, as an adoption service provider. The conviction of any crime will gravely effect Brian's IR2 visa application on behalf of their child." Right now, they may not even be allowed to get (b) (6) into the country. They might not be allowed to get them a visa. That's something that USCIS is going to have to deal with. Again, something beyond the control of court.

Finally, Your Honor, let's talk about his retirement. Defense Exhibit Mike, BUPERS Order 3376 dated December 2016 official retirement order for CWO4 Brian Thomas Ware, Supply Corps, USN. "Your request to be transferred to the retired list was approved by the Secretary of the Navy effective 1 June 2017. On 1 June 2017, you will be transferred to the retired list with the grade of CWO4 and with retired pay of CWO4 pursuant to provisions of 10 U.S.C. Section 6322."

Well, that's out the window now. He's now going to have to number one, the date 1 June, take a look at the date of the preferral, Your Honor. They've been investigating this for years, and they give him his charge sheet 2 weeks before he retires. And now, he's going to have to submit a new retirement request. Now, you saw from part one of the pretrial agreement, that Commander, Fleet

Forces, is going to positively endorse that and forward it. But again, that's a recommendation. Only the Secretary of the Navy, the Honorable Richard Spencer, can decide whether he's going to be allowed to retire or whether 31 years of naval service is plucked from him like the government would ask that this court do.

And if we take a look at Defense Exhibit November, that's OPNAV Instruction 1811.3A, that's from the CNO. It's voluntary retirement and transfer to the Fleet Reserve of members of the Navy serving from active duty, okay. So paragraph five: "Authority to approve requests for voluntary retirement for officers serving in grades Warrant TWO through O-6 and voluntary retirement or transfer to the Fleet Reserve for enlisted." So paragraph one: "Officers of the Navy and Warrant Officer (W2) or above who request retirement after completing 30 or more years of active service, under reference (a), Section 6322. That's 10 U.S.C. Well, what does that say? Let's take a look at that. Defense Exhibit Oscar. "An officer of the regular Navy or the regular Marine Corps holding a permanent appointment in the grade of Warrant Officer, Warrant One, or above who applies for retirement after completing 30 or more years of active service, may, in the discretion of the Secretary of the Navy may retire."

Finally, Your Honor, you have Defense Exhibit Papa, that's an email from Tim Suich. I'm sure in your time in the Navy you are

familiar with who Tim Suich is. She is our--he is our JAG guru at Navy PERS Command basically, knows everything about everything about how this works. This is an email that I had sent to him on 21 August, saying is he good to go with his retirement or do we have to worry about a judge dismissal or Secretary taking it? "As of today, I have seen two or three actual denials of request based on administrative discharge board findings. So while they are rare, Secretary of the Navy has denied requests in the past usually for very serious offenses."

Administrative discharge board findings. This is very clearly more serious than that. This is a general court-martial. As you heard from Brian, his is the first case to go through the military justice system. The Secretary of the Navy has unfettered discretion to make an example of him and pull his retirement away. That is his right. He is the Secretary of the Navy.

Let's talk a little bit about the sentencing principles that the government brought up. Deterrence, the good order and discipline, they kind of go together. That's met as of this moment, that's met. Deterrence, good order and discipline. First of all, the Fat Leonard scandal is done. Everybody has been arrested, federally indicted, or going through the court-martial process. To send a message to Brian, that defeats the purpose of the individualized sentencing on this. And even if Your Honor disagrees,



that message has been sent. Good order and discipline has been met. Number one, Brian's got a federal conviction and he is a felon as of this moment. Lifelong consequences.

Number two, the REGAN very clearly knows about him being here and about all of this happening. They sent him out there

Number three, Fleet Forces, you have the PAO's Office sitting in this courtroom now, you have the media sitting here. They are going to publish this. He's already in the Washington Post. The message to the Navy has been sent. You do this, you are held accountable;

Let's talk about punishment. Actions, people need to be held accountable for their actions. Actions have consequences. Brian has been punished enough. He has. Between the conviction, the felony-level status, the embarrassment and humiliation that he went through both today and through the media, that's enough. How much more do we need? Sending him to jail doesn't meet any of these sentencing principles. It just kicks him while he's down. Sending him to jail will punish his family. It will punish Ayako and it will punish (b) (6), and it will punish his son who he's paying child support for, and his ex-wife who has cancer, who he is supporting. That doesn't punish him. That punishes his family. And it serves no other purpose other than to kick him when he's down.



And it also is directly anathema to rehabilitation. He's got to move on from this. You saw it in the PTA that he is waiving his board of inquiry. He is waiving his right to a retirement grade determination. Even if he is allowed to retire, that's not going to be at Warrant Four, probably going to be a Warrant Two, at best. That's a million dollars off the top that he's kicked away.

But he has to become a productive member of society and if we throw him in jail on top of this and add that stigma, and it just kicks him more while he's down.

"I would rather you take my retirement than send me to jail." That's how strongly he feels about that. He would rather give up 31 years to not go to jail and not have the stigma associated with that. Don't send him to jail. Fine him the \$8,126.18 for the overdue payment. He's pleaded guilty. He's taken responsibility. He's trying to make it right now. Ayako is still sitting by the phone.

I know I've talked awhile. Let him call her. Don't let him leave here in handcuffs. Let him call her and say, I'm coming home tomorrow and we'll deal with all of these things that we'll have to deal with when we deal with it because that's down the road anyway. He's going to deal with that anyway. Even if you adjudge him confinement, he's got to get back to Japan. Fleet Forces is going to pay to get him back there. He's going to run into that. At some

point, the Secretary of the Navy is going to come up with a decision in this case. He has to deal with those anyway. Don't add the one thing that we can control. That can give him some type of mercy and show him some type of compassion. He messed up clearly. But Your Honor is well aware that people are not the worst worst moments in their lives. He is more than this charge sheet. Send that message that people can rebound--we are not a zero defect Navy. He's out of the Navy. He's waiving everything. Send that message. Let him call Ayako. Let them deal with the issue of getting back into the country and getting his retirement and finding a job as a convict to be sponsored by some company in Japan. Let them deal with that together. Have mercy on him. Otherwise it's just revenge. Thank you.

MJ: Thank you, Lieutenant Commander Marden.

I do want to just be clear, because of the unsworn statement and your argument, I--I don't believe that you are requesting a dismissal in this case or that Warrant Officer Ware is requesting a dismissal through his unsworn statement. But I do want you to answer that question so that there can be no doubt on this record.

You are not asking for a dismissal in this case?

DC: No, Your Honor, we are not striking for a dismissal. The defense is asking for simply the fine. We used Brian's quote to put it into context.

MJ: I--I understand.

DC: Yes, Your Honor.

MJ: And I just want to make sure from Warrant Officer Ware, you are not asking this court to issue a dismissal in this case, right?

ACC: No.

MJ: And you understand what all the implication of that, talking to your attorney, that's not what you are asking for, right?

ACC: No, Your Honor.

MJ: All right. Before I close to deliberate on an appropriate sentence, I would like to discuss the accused's post-trial and appellate rights.

MJ: Defense Counsel, may I have the appellate rights statement? I know it's already been marked as an exhibit.

DC: Yes, Your Honor. The court has...

MJ: Can you hand me?

DC: Have been provided a copy, of when we leave, it's Appellate Exhibit IX.

MJ: Our court reporter, LN2 is retrieving Appellate Exhibit IX.

REPORTER: [Retrieving exhibit from the defense counsel, marking and handing to the bailiff for delivery to the military judge.]

MJ: The bailiff is handing me, Appellate Exhibit IX, which is a three-page document.

And as I've asked you before, Warrant Officer Ware, is this your signature on page three of Appellate IX, the appellate rights statement?

ACC: Yes, Your Honor.

MJ: Before you signed this document, did you read it over carefully and discuss all of your appellate rights with your counsel?

ACC: Yes, Your Honor

MJ: Do you understand your appellate rights?

ACC: Yes, Your Honor.

MJ: Do you wish for me to review any of them with you?

ACC: No, Your Honor.

MJ: All right. Appellate IX indicates your request concerning service of the record and trial and that you are requesting that the, both the record of trial and the recommen--the staff judge advocate recommendation to be delivered to your counsel.

Appellate Exhibit IX will be attached to the record. I'm handing it back to the bailiff who is handing it to the court reporter. [Handing exhibit to the bailiff for delivery to the court reporter.]

All right. This court is closed for deliberations.

[The court-martial closed at 1625 hours, 11 January 2018.]



[The court-martial opened at 1745 hours, 11 January 2018.]

MJ: This court-martial is called to order. All parties who were present when the court closed for deliberations are again present.

Accused and counsel, please rise.

[The accused and defense counsel did as directed.]

MJ: Chief Warrant Officer Four (W4) Brian T. Ware, this court sentences you as follows:

**To be confined for 9 months; and  
To be fined \$10,000.00.**

You may be seated.

[The accused and defense counsel did as directed.]

MJ: Please hand me Appellate Exhibit IV, the sentence limitation portion.

REPORTER: [Handing exhibit to the bailiff for delivery to the military judge.]

MJ: The bailiff has handed me Appellate Exhibit IV, which is the part two of the pretrial agreement. I'm going to review it, Commander Marden, if you can just make sure you have a copy at your table so that I can review it with, Warrant Officer Ware.

DC: We do, Your Honor.

MJ: [Reviewing exhibit.] All right. After reviewing Appellate IV, part two of the pretrial agreement, which I'll just note for the

record is my first time looking at it, it does bear all the same signatures that we were discussing earlier.

My understanding of the effect of the pretrial agreement on the sentence the court adjudged is as follows:

That the first term as to a punitive discharge is not operative because no discharge was adjudged;

As to confinement, it recites that confinement may be approved. However, all confinement in excess of 6 months will be suspended for a period of 12 months after the date of the Convening Authority's action. So Warrant Officer Ware, what that means is since the court adjudged 9 months, that the Convening Authority will--will suspend anything in excess of 6 months. So that means the Convening Authority will suspend 3 months of the confinement that I awarded. And that will, the suspension period will run from 12 months after the date of the Convening Authority's action, at which time, unless it's been vacated, the suspension--the suspension portion, that 3 months, will be remitted without further action. It also recites that the Convening Authority's approval of deferment of all confinement of suspension, pursuant to the terms of the agreement, and that the period of deferment will run from the date of sentence until the date the Convening Authority acts; and

Then as to the fine, there was a fine and the Convening Authority may approve it as adjudged. So that means there will be no

difference between the award and what the Convening Authority can approve; and

As to other--no other lawful punishments were imposed. So that provision four has no application.

Do counsel agree with the court's interpretation of Appellate IV, part two of the pretrial agreement?

TC: Yes, Your Honor.

DC: Yes, Your Honor.

MJ: All right. I'm going to return that to the court reporter, through the bailiff. Thank you. [Handing exhibit to the bailiff for delivery to the court reporter.]

Chief Warrant Officer Ware, is that your understanding of the operation of the agreement as well?

ACC: Yes, ma'am.

MJ: All right. Do you have any questions about the effect of part two of your pretrial agreement on the sentence adjudged by the court?

ACC: No, ma'am.

MJ: I find the pretrial agreement, as a whole, to be in accord with appellate case law, not contrary to public policy, or my own notions of fairness and the agreement is accepted.

Is there anything further to take up before this court adjourns?

TC: No, Your Honor.

DC: No, ma'am.

MJ: This court is adjourned.

[The court-martial adjourned at 1749 hours, 11 January 2018.]

[END OF PAGE]



[The post-39(a) session was called to order at 1750 hours, 11 January 2018.]

MJ: This court-martial is called to order. All parties who were present when we adjourned were again present.

We are having a brief 39(a) session to note for the record that here for this last session of court, when the sentence was announced our court reporter was swapped out and LN1 Poff has taken over as the court reporter. She has been previously sworn.

Anything else from the parties?

TC: No, Your Honor.

DC: No, ma'am.

MJ: All right. This court, again, post-trial 39(a) session is adjourned.

[The post-39(a) session adjourned at 1750 hours, 11 January 2018.]

**[END OF PAGE]**

[The post-39(a) session was called to order at 1805 hours, 11 January 2018.]

MJ: This post-trial 39(a) session is called to order here in the case of United States versus Chief Warrant Officer Brian T--Chief Warrant Officer Four Brian T. Ware, United States Navy.

I'll note for the record that we've only just completed the court-martial a few moments ago. Everyone is still in the building and we are having this post-trial 39(a) session with all the same parties who were present for the court-martial; that is, for the government, Commander Tang and Captain Brighton.

Did I say that correctly?

ATC: Yes, ma'am.

MJ: And Lieutenant Commander Marden for the defense and obviously Warrant Officer Ware is back here. The MAs have already started processing him. But I asked everyone to return to the court because I, in returning to chambers with all of my papers in hand, realized that we neglected to put on the record a conclusion to the discussion that we had throughout the day about the statute of limitations and that the best practice would be to come back on the record.

So first, in the first instance, Warrant Officer Ware, you have the court's apology to bring you back here while you are being

processed. We don't normally do these things in that order. And the mistake is entirely mine.

Now, to the issue, in terms of statute of limitations we have been discussing all day whether or not the statute of limitations has been tolled. I have reviewed United States versus Rivaschivas, that's R-I-V-A-S C-H-I-V-A-S. That's a 2015 Army Court of Criminal Appeals case and I've also reviewed Article 43(f) and it's subsections that deal with tolling of the statute of limitations. I find based on the reasoning, although Rivaschivas is obviously non-binding on this court, but I find that based on the facts of this case, based on the reasoning in Rivaschivas and then for the text of Article 43(f)(2), that--that in this case the statute of limitations would be tolled.

In addition, I also find that Warrant Officer Ware knowingly and voluntarily waived any claim to the statute of limitations and, in fact, voluntarily pled guilty to conduct including conduct that dated back to as early as April 2010.

So that is my ruling on the statute of limitations issue.

Do the parties have any questions about that?

TC: No, Your Honor.

DC: No, ma'am.

[END OF PAGE]

MJ: All right. Since I was the one that neglected to put that on the record and we are all here--back here, is there anything else that anyone realizes that we did not close out and needs to be handled?

TC: No, Your Honor.

DC: No, ma'am.

MJ: All right. This post-trial 39(a) session is adjourned.

[The post-39(a) session adjourned at 1808 hours, 11 January 2018.]

**[END OF PAGE]**



AUTHENTICATION OF RECORD OF TRIAL

In the case of

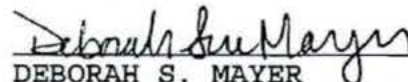
Chief Warrant Officer (W4) Brian T. Ware, U.S. Navy

Navy Region Mid-Atlantic


This record of trial was received by the Central Judicial Circuit and authenticated on 16 FEBRUARY 2018. The following issues were encountered in the processing time of this record:

THE ROT WAS RECEIVED ON 8 FEBRUARY 2018, AND THE PROSECUTION, DEFENSE AND APPELLATE EXHIBITS WERE RECEIVED ON 14 FEBRUARY 2018.

I have reviewed the foregoing record of trial in accordance with R.C.M. 1104(a) and hereby authenticate this record.

  
DEBORAH S. MAYER  
CAPT, JAGC, USN  
MILITARY JUDGE  
16 FEBRUARY 2018

I have caused an electronic copy of the foregoing record to be transmitted to Lieutenant Commander Jeffery Marden, JAGC, USN and I have examined the foregoing record of trial in this case.

  
ANGELA TANG  
CDR, JAGC, USN  
TRIAL COUNSEL  
S. MARCH 2018





5. As Food Service Officer, it was CWO4 Ware's duty to oversee and implement messing procedures onboard the ship. He was responsible for "ensuring the approved Navy Standard Core Menu was prepared as written" using authorized ingredients. He was "personally and legally responsible" for the ship's subsistence account, and he was required to maintain "positive control and accountability" over the mess. He had authority to generate food orders. Although the Navy used a standard 21-day menu, CWO4 Ware had discretion to decide which items to buy and in which quantities. He was charged with "[t]aking all practical and necessary actions to protect the food and cash entrusted to the [his] care."<sup>2</sup>

6. Glenn Defense Marine Asia (GDMA) was a husbanding service provider operating primarily in Asia and Southeast Asia. U.S. Navy vessels contracted with GDMA to provide husbanding services, including the sale of food items, in ports throughout the Seventh Fleet Area of Responsibility. As a company engaging and seeking to engage in business with the U.S. Navy, GDMA was a prohibited source within the meaning of 5 C.F.R. Part 2635.

7. CWO4 Ware ordered food items from GDMA in several port visits during his time as Food Service Officer onboard USS BLUE RIDGE and USS GEORGE WASHINGTON. His orders ranged from minor dollar amounts to orders totaling over \$100,000.

8. During time periods pertinent to the charged offenses, Mr. Neil Peterson served as GDMA's General Manager, Worldwide Operations and as Assistant Vice President, Global Operations.<sup>3</sup> As an employee of GDMA, Mr. Neil Peterson was a prohibited source. CWO4 Ware interacted with Mr. Neil Peterson as early as 14 September 2010. CWO4 Ware and Mr. Neil Peterson shared a friendly relationship, with CWO4 Ware often referring to Mr. Neil Peterson as "brother."

9. At all times during the charged offenses, the Joint Ethics Regulation, Department of Defense 5500.07, (JER) was in effect. The JER is implemented by Department of Defense Directive 5500.07, dated 29 November 2007. The JER is a punitive lawful order, and certain sections of the JER are lawful general orders. Paragraph 2-100 of the JER is a lawful order which refers to 5 C.F.R., Part 2635, "Standards of Ethical Conduct for Employees of the Executive Branch." In turn, 5 C.F.R. § 2635.202 states in pertinent part that "an employee shall not, directly or indirectly, solicit or accept a gift ... from a prohibited source." At all times during the charged offenses, CWO4 Ware knew he had a duty to obey the requirements of the JER.

10. While serving as Food Service Officer onboard USS BLUE RIDGE and USS GEORGE WASHINGTON, CWO4 Ware received hotel rooms, cell phones, and transportation (in the form of car and driver) in at least 10 ports.<sup>4</sup> While on deployment, he maintained a frequent dialogue with Mr. Neil Peterson and GDMA discussing his food orders and GDMA's provision of a hotel, car, and cell phone in each port.

<sup>2</sup> NAVSUP 486, at Paragraph 1105.

<sup>3</sup> Mr. Neil Peterson served as GDMA's General Manager, Worldwide Operations prior to 2012. In 2012 and 2013, he served as GDMA's Assistant Vice President, Global Operations.

<sup>4</sup> CWO4 Ware interview of 31 March 2017, at page 139.



**Charge I, Specification 1, JER Violation for Gift Acceptance in Singapore in May 2012**

11. On or about 17 May 2012, at or near Singapore, CWO4 Ware failed to obey Paragraph 2-100 of the JER by wrongfully accepting a gift of a value exceeding permissible limits from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, a prohibited source, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson, in the form of lodging, transportation, and the use of a cellular phone.

12. Specifically, CWO4 Ware stayed at the Park hotel for two nights from 17-18 May 2012.<sup>5</sup> All expenses were paid by GDMA. During this same port visit, GDMA charged the USS BLUE RIDGE at least \$90 per day for a medium size sedan and driver.<sup>6</sup>

**Charge I, Specification 2, JER Violation for Gift Acceptance in Thailand in May 2012**

13. On or about 25 May 2012 to on or about 28 May 2012, at or near Pattaya, Thailand and Bangkok, Thailand, CWO4 Ware failed to obey Paragraph 2-100 of the JER by wrongfully accepting a gift of a value exceeding permissible limits from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, a prohibited source, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson, in the form of lodging, transportation, and the use of a cellular phone.

14. Specifically, CWO4 Ware stayed at the Pattaya Discovery Beach Hotel from 25-29 May 2012. During that time period, he also had a hotel room in Bangkok, Thailand from 26-28 May 2012, with late checkout.<sup>7</sup> He had a driver serve him in both cities. All expenses were paid by GDMA. During this port visit, GDMA charged the USS BLUE RIDGE \$140 per day for a medium size sedan and driver.<sup>8</sup>

**Charge I, Specification 3, JER Violation for Gift Acceptance in Australia in July 2013**

15. On or about 29 July 2013, at or near Brisbane, Australia, CWO4 Ware failed to obey Paragraph 2-100 of the JER by wrongfully accepting a gift of a value exceeding permissible limits from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, a prohibited source, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson, in the form of lodging, transportation, and the use of a cellular phone.

16. Specifically, CWO4 Ware solicited a gift from GDMA, writing he was "looking for some love on a room if possible." This email referred solely to the hotel room itself and in no way, shape, or form, was a request for or acceptance of any type of prostitution services. He requested a hotel room for the time period 29 July – 3 August 2013. A GDMA representative in Australia informed CWO4 Ware his room was booked at the Novotel Brisbane, a 4.5 star hotel.<sup>9</sup> All expenses were paid by GDMA.

<sup>5</sup> Email from GDMA employee to Leonard Francis dated 5 June 2012, subject "FW: Times Software Dongle."

<sup>6</sup> GDMA "Tax Invoice" of 18 May 2012.

<sup>7</sup> Email exchange between CWO4 Ware and "Yin," dated 19 May 2012, subject "FSO."

<sup>8</sup> GDMA "Tax Invoice" of 28 May 2012.

<sup>9</sup> Mr. T.P. email of 23 July 2013, subject "Room Booked."



**Charge I, Specification 4, JER Violation for Various Gift Acceptance in the SEVENTH Fleet AOR from April 2010-September 2013**

17. On divers occasions from about April 2010 to about September 2013, in the Seventh Fleet Area of Operations, CWO4 Ware failed to obey Paragraph 2-100 of the JER by wrongfully soliciting and accepting gifts of a value exceeding permissible limits from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, a prohibited source, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson, in the form of requesting lodging, transportation, and the use of a cellular phone, which arrangements were paid for by representatives of Glenn Defense Marine Asia.

18. In support of this Specification, CWO4 Ware received the following gifts from GDMA, which are distinct from the gifts which form the basis for Charge I, Specifications 1-3:

a. A hotel room in Jakarta at the Shangri-La hotel in <sup>MAY</sup> ~~JUNE~~ 2012 for CWO4 Ware and CWO4 Ware's guest and friend, LTJG M.D., funded by GDMA.<sup>10</sup> LTJG M.D.'s room cost \$329.18

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b. A "luxury tourist" hotel room, car, and driver, near Osan, Korea during a port visit to Busan, Korea on or about 24 August 2012, funded by GDMA. CWO4 Ware ensured GDMA employees booked a hotel near the Osan Military Base. He specifically asked the GDMA employee to ensure the driver did not put a sign on the vehicle's window with CWO4 Ware's name.

c. A hotel room, car, and cell phone in Kota Kinabalu, Malaysia in February 2011.

d. A hotel room and driver in Sihanoukville, Cambodia in April 2012.<sup>11</sup> During this same port visit the USS BLUE RIDGE paid GDMA \$120 per day for a medium sedan and driver. One car was provided to the Seventh Fleet Chief of Staff; one car to the USS BLUE RIDGE Commanding Officer.<sup>12</sup>

e. A hotel and driver in Pyeongtaek, Korea during a port visit beginning 24 August 2012. CWO4 Ware requested the hotel room feature three beds.<sup>13</sup>

f. A driver and hotel room at the 'International Hotel' in Changwon, Korea for a port visit to Chinhae, Korea beginning 30 August 2012.

g. A hotel and driver in DaNang, Vietnam from 23-26 April 2012.<sup>14</sup> During this same port visit, the USS BLUE RIDGE paid GDMA \$300 per day for a medium sedan and driver.

<sup>10</sup> Email exchange, subject "Shangrila Payment," of 18 May - 4 June 2012.

<sup>11</sup> Interview of CWO4 Ware of 31 March 2017, at page 107.

<sup>12</sup> GDMA "Tax Invoice" of 4 May 2012.

<sup>13</sup> Email exchange between CWO4 Ware and S.H.P. from 22-27 August 2012, subject "Hotel Reservation."

<sup>14</sup> Email from CWO4 Ware to "yin" dated 20 April 2012, subject: "Hello VN"

One car was provided to the Seventh Fleet Chief of Staff; one car to the USS BLUE RIDGE Commanding Officer.<sup>15</sup>

**Charge II, Specification 1, Graft as Food Service Officer onboard USS BLUE RIDGE**

19. On divers occasions from about April 2010 to about December 2012, while onboard USS BLUE RIDGE in the Seventh Fleet Area of Operations, CWO4 Ware wrongfully and unlawfully received gifts of lodging, transportation, and the use of cellular phones, constituting a total gift value of over \$1,000, from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson.

20. At the time, CWO4 Ware occupied an official position as the Food Service Officer onboard USS BLUE RIDGE.

21. CWO4 Ware received these gifts in recognition of services rendered and to be rendered by him in relation to the accurate and non-fraudulent contracting of the U.S. Navy for the purchase of supplies for USS BLUE RIDGE.

22. CWO4 Ware took the following specific actions which constitute services rendered or to be rendered in support of this Specification:

a. During a May 2012 USS BLUE RIDGE port visit to Jakarta, Indonesia, the Chief of Staff of the U.S. Seventh Fleet expressed dissatisfaction with the liberty bus operation by GDMA. Specifically, the Chief of Staff complained the busses were slow and the night's last bus never came, leaving Sailors stranded. In internal GDMA correspondence, Mr. Neil Peterson wrote to another GDMA employee stating he (Mr. Neil Peterson) asked CWO4 Ware "to talk to Supply and spread the word around especially to N4 Supply that it has nothing to do with GDMA and that its is [sic] simply the traffic situation in Jakarta."

b. In addition to the intervention described above, CWO4 Ware received these gifts in recognition of the food orders he placed with GDMA to date, and the food orders he would reasonably place with GDMA in the future.

23. The contracting listed in paragraph 21, above, was an official matter in which the United States was and is interested. The United States Navy has an interest in non-fraudulent contracting for the sale of food to its vessels, and such contracting is an official matter.

24. Under the circumstances, CWO4 Ware's conduct was of a nature to bring discredit upon the armed forces.

25. On 1 September 2012, CWO4 Ware informed Mr. Neil Peterson he was slated to serve as the Food Service Officer onboard USS GEORGE WASHINGTON, stating "...so I know we will work together again for the next 3 years!"<sup>16</sup>

<sup>15</sup> GDMA "Tax Invoice" of 26 April 2012.

<sup>16</sup> Email exchange between CWO4 Ware and Mr. Neil Peterson 22-31 August 2012, subject "Thanks.."



26. As of 4 April 2010, Mr. Neil Peterson claimed, in an email internal to GDMA, that "the entire food division onboard the BLR is onboard GDMA band wagon. You can mark up almost 80-100 % depending on the unit cost."<sup>17</sup>

**Charge II, Specification 2. Graft as Food Service Officer onboard USS GEORGE WASHINGTON**

27. On divers occasions from about December 2012 to about September 2013, while onboard USS GEORGE WASHINGTON in the Seventh Fleet Area of Operations, CWO4 Ware wrongfully and unlawfully received gifts of lodging, transportation, and the use of cellular phones, constituting a total gift of some value from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson.

28. At the time, CWO4 Ware occupied an official position as the Food Service Officer onboard USS GEORGE WASHINGTON.

29. Upon reporting to the USS GEORGE WASHINGTON, CWO4 Ware emailed Mr. Neil Peterson. He announced the location of several upcoming port visits, requested a hotel in Australia, and also wrote, "Hope we can work together again because [sic] the FSO always needs a nice room and transportation [sic]."<sup>18</sup>

30. CWO4 Ware received these gifts in recognition of services rendered and to be rendered by him in relation to the accurate and non-fraudulent contracting of the U.S. Navy for the purchase of supplies for USS GEORGE WASHINGTON. Having consideration discretion in food service orders for one of the largest vessels in the Navy's fleet, CWO4 Ware modified his food orders in various ways at the request of GDMA and to enrich GDMA.

31. CWO4 Ware took the following specific actions which constitute services rendered in support of this Specification:

a. The USS GEORGE WASHINGTON made a port visit to Brisbane, Australia from 29 July – 3 August 2013. CWO4 Ware submitted an additional food order in Brisbane, Australia, at the request of GDMA. He first confirmed the vendor "Peter" purchased food from GDMA, writing "I think he buys through you; Glenn Marine, correct?"<sup>19</sup> Later, Mr. Neil Peterson wrote CWO4 Ware, "Any chance of beefing up the order mate!?" CWO4 Ware responded: "To get a extra order I have to get it approved. IT GOT APPORVED [sic] and we get to Peter to be on the pier!!!! Beefing up – complete..."<sup>20</sup> Mr. Neil Peterson confirmed CWO4 Ware "beefed up" the order in an email to another GDMA employee.<sup>21</sup>

<sup>17</sup> Email from Mr. Neil Peterson to Y.P. dated 4 April 2010, subject "food catalog."

<sup>18</sup> CWO4 Ware email of 3 July 2013, subject "Hey Brother, it's FSO."

<sup>19</sup> Email exchange between CWO4 Ware and Mr. Neil Peterson of 18 July 2013, subject "RE: Re: whats up!!"

<sup>20</sup> Email exchange between CWO4 Ware and Mr. Neil Peterson of 18-23 July 2013, subject "whats up!!"

<sup>21</sup> Email from Mr. Neil Peterson to Mr. T.P. of 23 July 2013, subject "Brian Ware, FSO on GWA." G.W.A. is the call sign for the USS GEORGE WASHINGTON.

b. Later that day, he wrote Mr. N.P, stating "It's not easy doing a 1155 because the price is SO HIGH but everything went well and now I have Fresh Items on the pier!" An "1155" refers to Department of Defense Form 1155, "Order for Supplies or Services."<sup>22</sup>

c. CWO4 Ware later told Mr. Neil Peterson he did an "add-on order" for the GDMA distributor in Brisbane. He did so even though he stated, "...we are so full on food but I know your services are good. We also have a RAS before we get there and when we leave so I feel confident I am giving you love brother!" and "Hope that helps Brother."<sup>23</sup> "R.A.S." is the abbreviation for underway replenishment, by which Navy vessels receive resupply of stores and fuel at sea from U.S. Naval Ships (U.S.N.S.). A R.A.S. from a U.S.N.S. vessel generally allows the Navy greater flexibility to provide supplies procured from vendors with whom they can contract for lower prices.

d. In September 2013, in preparation for a port visit to Malaysia, CWO4 Ware asked for a point of contact for the food catalog well in advance of the port visit. He wrote, "I have to get it approved by TYCOM prior to ordering so I want to get a head start and get you as much business as possible!" He followed up, "Hope to see you on this cruise and I hope I get love in Korea/KL/HK."<sup>24</sup> A "TYCOM" is an abbreviation for Type Commander. In this case, CWO4 Ware was referring to Commander, Navy Air Forces Pacific, the Type Commander in the USS GEORGE WASHINGTON's administrative chain of command. By "KL" and "HK," CWO4 Ware was referring to Kuala Lumpur and Hong Kong, upcoming port visits for the USS GEORGE WASHINGTON. While discussing the "beef[ed] up" order in Brisbane, Mr. Neil Peterson wrote CWO4 Ware, "I got you in Malaysia as well. Now in Malaysia we're talking the full nine yards, hotel, driver, phone, personal assistant (smiley face)."<sup>25</sup>

e. On 14 September 2013, Mr. Neil Peterson emailed another GDMA employee indicating he asked CWO4 Ware to "focus on Port Klang" over Busan, Korea, for food orders for upcoming port visits because Port Klang was more advantageous to GDMA.<sup>26</sup> Port Klang is a port town in Malaysia.

f. In addition to the intervention described above, CWO4 Ware received these gifts in recognition of the food orders he placed with GDMA to date, and the food orders he would reasonably place with GDMA in the future.

32. The contracting listed in paragraph 30, above, was an official matter in which the United States was and is interested.

33. Under the circumstances, CWO4 Ware's conduct was of a nature to bring discredit upon the armed forces.

<sup>22</sup> Email exchange between CWO4 Ware and Mr. Neil Peterson of 18-23 July 2013, subject "whats up!!"

<sup>23</sup> Email exchange between CWO4 Ware and Mr. Neil Peterson of 18-23 July 2013, subject "whats up!!"


<sup>24</sup> CWO4 Ware email of 13 September 2013, subject "here we come."

<sup>25</sup> Email exchange between CWO4 Ware and Mr. Neil Peterson of 18-23 July 2013, subject "whats up!!"

<sup>26</sup> Mr. Neil Peterson email of 14 September 2013, subject "FSO on George Washington."



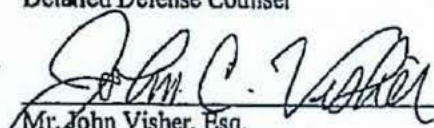
11/22/17  
Date

  
CWO4 Brian T. Ware, USN  
Accused

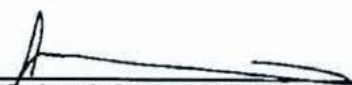
22 Nov 17  
Date

  
LCDR Jeffrey S. Marden, JAGC, USN  
Detailed Defense Counsel


November 20, 2017  
Date

  
Mr. John Visher, Esq.  
Civilian Defense Counsel

29 Nov 17  
Date

  
CDR Angela J. Tang, JAGC, USN  
Trial Counsel

29 Nov 17  
Date

  
Capt Benjamin P. Brighton, USMC  
Assistant Trial Counsel



Department of Defense  
**DIRECTIVE**

NUMBER 5500.07  
November 29, 2007

GC, DoD

SUBJECT: Standards of Conduct

- References:
- (a) DoD Directive 5500.7, subject as above, August 30, 1993 (hereby canceled)
  - (b) DoD 5500.7-R, "Joint Ethics Regulation," current version
  - (c) Title 5, Code of Federal Regulations, parts 733, 2634-2638, 2640-2641, and 3601 and Chapter XVI, Subchapter B
  - (d) Executive Order 12674, "Principles of Ethical Conduct for Government Officers and Employees," April 12, 1989, as amended
  - (e) through (m), see Enclosure 1

1. REISSUANCE AND PURPOSE

This Directive:

- 1.1. Reissues Reference (a) to update policy and responsibilities for the DoD ethics program.
- 1.2. Continues to authorize Reference (b) and part 3601 of Reference (c).
- 1.3. Implements Chapter XVI, Subchapter B, and part 733 of Reference (c); Reference (d); Public Law 95-521 (Reference (e)); sections 3326 and 3374 of title 5, United States Code (U.S.C.) (Reference (f)); sections 801-940 (commonly known and hereafter referred to as the "Uniform Code of Military Justice (UCMJ)") and section 1060 of title 10, U.S.C. (Reference (g)); sections 202, 203, 205, 207-209, and 219 of title 18, U.S.C. (Reference (h)); section 1353 of title 31, U.S.C. (Reference (i)); section 908 of title 37, U.S.C. (Reference (j)); section 423 of title 41, U.S.C. (Reference (k)); part 3.104-6 of the Federal Acquisition Regulation (Reference (l)); and chapter 304 of title 41, Code of Federal Regulations (Reference (m)).

2. APPLICABILITY AND SCOPE

2.1. This Directive applies to the Office of the Secretary of Defense, the Military Departments, the Office of the Chairman of the Joint Chiefs of Staff, the Combatant Commands, the Office of the Inspector General of the Department of Defense, the Defense Agencies, the

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DoD Field Activities, and all other organizational entities within the Department of Defense (hereafter referred to collectively as the "DoD Components").

2.2. The applicability and scope of Reference (b) are set forth below.

2.2.1. Section 2 of Chapter 7 of Reference (b), "Public Financial Disclosure Report (SF-278)," applies to certain former DoD personnel in accordance with Reference (e).

2.2.2. Chapter 9 of Reference (b), "Post-Government Service Employment," applies to former DoD personnel in accordance with References (h) and (k).

2.2.3. Reference (b) applies in whole to individuals nominated or assigned (detailed or appointed) to DoD positions in accordance with section 3374 of Reference (f) or similar other authorities.

2.2.4. Although sections 208 and 209 of Reference (h) do not apply to "Title 32 National Guard Members" (as defined in subsection 1-233 of Reference (b)), or enlisted members of the Military Departments, the following provisions do apply to them.

2.2.4.1. Except as approved by the "DoD Agency" "Designated Agency Ethics Official (DAEO) or Designee" (as these terms are defined in subsections 1-201, 1-206, and 1-208 of Reference (b)), Title 32 National Guard Members and enlisted members of the Military Departments, including enlisted special Government employees (SGEs) (as that term is defined in subsection 1-232 of Reference (b)) shall not participate personally and substantially as part of their official DoD duties in any particular matter in which, to their knowledge, they, their spouses, minor children, partners, entities in which they are serving as officers, directors, trustees, partners, or employees, or any entities with which they are negotiating or have an arrangement concerning prospective employment, have a financial interest.

2.2.4.2. Except as approved by the DoD Agency DAEO, Title 32 National Guard Members and enlisted members of the Military Departments, except enlisted SGEs, shall not receive any salary or contribution to or supplementation of their Federal Government salary as compensation for their service to the Federal Government from any entity other than the Federal Government or the treasury of any State, county, or municipality.

2.2.5. Although Chapter XVI, Subchapter B, and part 733 of Reference (c) and Reference (m) do not apply to Title 32 National Guard Members or enlisted members of the Military Departments, the following regulations are determined to be appropriate for them and are hereby made applicable to them as if the terms "employee" and "SGE," as used therein, include them.

2.2.5.1. Parts 2634-2635, 2638, and 2640 of Reference (c).

2.2.5.2. Chapter 304 of Reference (m).

2.2.6. Penalties for violation of the standards of conduct prescribed in Reference (b) include statutory and regulatory sanctions, including judicial (criminal and civil) and administrative actions, for DoD civilian employees and members of the Military Departments.

2.2.6.1. The provisions printed in bold italics in Reference (b) constitute lawful general orders or regulations within the meaning of Article 92 (section 892 of Reference (g)) of the UCMJ, are punitive, and apply without further implementation. In addition to prosecution by court-martial under the UCMJ, a violation may serve as a basis for adverse administrative action and other adverse action authorized by U.S.C. or Federal regulations. In addition, violation of any provision in Reference (b) may constitute the UCMJ offense of dereliction of duty or other applicable punitive articles.

2.2.6.2. Violation of any provision in Reference (b) by DoD civilian employees may result in appropriate criminal prosecution, civil judicial action, disciplinary or adverse administrative action, or other administrative action authorized by U.S.C. or Federal regulations.

### 3. DEFINITIONS

Terms used in this Directive are defined in Reference (b).

### 4. POLICY

It is DoD policy that:

4.1. DoD Agencies shall administer and maintain a comprehensive Agency ethics program, ensure compliance with References (b) through (m), and ensure that all organizations within their jurisdiction administer and maintain a comprehensive ethics program.

4.2. No DoD Agency shall issue directives, regulations, or other similar documents that implement, supplement, restrict, or modify this Directive or Reference (b) without approval of the General Counsel of the Department of Defense (GC, DoD).

4.3. DoD personnel shall perform their official duties lawfully and comply with the highest ethical standards.

4.4. Unless specifically prohibited, DoD personnel may delegate in writing any authority delegated or assigned to them in this Directive or in References (b) or (c).

4.5. A violation of this Directive or of References (b) or (c) does not create any right or benefit, substantive or procedural, enforceable at law by any person against the United States, its agencies, its officers or employees, or any other person.



4.6. Enlisted members of the Armed Forces, including Title 32 National Guard Members, shall be considered SGEs to the same extent that military officers are considered SGEs in accordance with section 202 of Reference (h).

## 5. RESPONSIBILITIES

### 5.1. The GC, DoD, shall:

5.1.1. Ensure that appropriate updates, modifications, additions, and deletions are made to Reference (b) and section 3601 of Reference (c).

5.1.2. Serve as the approval authority for DoD Agency documents issued pursuant to paragraph 4.2.

### 5.2. The Heads of the DoD Agencies shall:

5.2.1. Ensure that the Agency ethics program is maintained and that References (b) and (c) are followed within their Agencies.

5.2.2. Appoint the Agency DAEO and Alternate DAEO.

5.2.3. Ensure that the DoD Agency DAEO resolves any inconsistencies among applicable regulations in matters of ethics and standards of conduct.

5.2.4. Ensure that sufficient resources are provided for the DAEO to execute an effective Agency ethics program.

5.2.5. Ensure that the Agency (including all DoD Component commands or organizations, as this term is defined in subsection 1-219 of Reference (b)) does not issue directives, regulations, or other similar documents that implement, supplement, restrict, or modify this Directive or References (b) or (c) without the approval of the GC, DoD.

### 5.3. The Heads of DoD Component Commands or Organizations shall ensure that:

5.3.1. Position and billet descriptions of DoD Component command or organization personnel indicate whether financial disclosure report filing is required as a condition of employment, and if so, which report is required.

5.3.2. Ethics training is conducted as required within the DoD Component command or organization.

5.3.3. DoD Component command or organization personnel file required financial disclosure reports in a timely manner.

5.4. The General Counsel of each DoD Agency shall serve as the DoD Agency DAEO unless the Head of the Agency appoints another person.

6. EFFECTIVE DATE

This Directive is effective immediately.

  
Robert M. Gates

Enclosure

E1. References, continued

E1. ENCLOSURE 1

REFERENCES, continued

- (e) Public Law 95-521, "Ethics in Government Act of 1978," October 26, 1978, as amended
- (f) Sections 3326 and 3374 of title 5, United States Code
- (g) Sections 801-940 and 1060 of title 10, United States Code
- (h) Sections 202, 203, 205, 207-209, and 219 of title 18, United States Code
- (i) Section 1353 of title 31, United States Code
- (j) Section 908 of title 37, United States Code
- (k) Section 423 of title 41, United States Code
- (l) Federal Acquisition Regulation, subsection 3.104-6, "Disqualification," of part 3, "Improper Business Practices and Personal Conflicts of Interest," current edition
- (m) Title 41, Code of Federal Regulations, Chapter 304





# **Joint Ethics Regulation (JER)**

**August 1993  
Secretary of Defense**





THE SECRETARY OF DEFENSE

WASHINGTON, THE DISTRICT OF COLUMBIA

August 30, 1993

FOREWORD

This Regulation is issued under the authority of DoD Directive 5500.7, "Standards of Conduct," August 30, 1993. It provides a single source of standards of ethical conduct and ethics guidance, including direction in the areas of financial and employment disclosure systems, enforcement, and training.

DoD Directive 5500.7, "Standards of Conduct," May 6, 1987; DoD Directive 5500.2, "Policies Governing Participation of Department of Defense Components and Personnel in Activities of Private Associations," August 4, 1972; and DoD Directive 5120.47, "DoD Ethics Council," September 5, 1989, have been cancelled. However, subsection A.3.b. of Enclosure 3 of DoD Directive 5500.7 of May 6, 1987 (32 C.F.R. 40.1) and corresponding implementing regulation sections will remain in effect. All DoD Component regulations implementing these cancelled DoD Directives, and all provisions of other DoD Component regulations, directives, instructions, or other policy documents that are not consistent with this Regulation, will be cancelled. DD Form 1357, "Statement of Employment-Regular Retired Officers," March 1987, and DD Form 1555, "Confidential Statement of Affiliations and Financial Interests," March 1987, have also been cancelled. The supersessions of this paragraph take effect immediately and will be announced by each DoD Component.

This Regulation applies to the Office of the Secretary of Defense; the Military Departments; the Chairman of the Joint Chiefs of Staff and the Joint Staff; the Unified and Specified Commands; the Office of the Inspector General of the Department of Defense; the Uniformed Services University of the Health Sciences; the Defense Agencies; the DoD Field Activities; the Combined Commands and Agencies; and the Special Activities, including non-appropriated fund instrumentalities (hereafter referred to collectively as the "DoD Components"). Its provisions are applicable to all DoD employees, regardless of civilian or military grade. The Chapters entitled "Financial and Employment Disclosure," "Post-Government Service Employment," and "Seeking Other Employment" also apply as specified to certain former employees of DoD Components in accordance with specified statutes. The criminal statutes referenced in this Regulation, 18 U.S.C. 203, 205, 207, 208, 209, and 218, do not apply to enlisted members; however, provisions similar to those of 18 U.S.C. 208 and 209 apply administratively to enlisted members as noted in appropriate subsections of this Regulation.

This Regulation requires the collection and maintenance of information protected by the Privacy Act of 1974 (5 U.S.C. 552a). The authorities to collect and maintain the records prescribed in this Regulation are 10 U.S.C. 2397; 10 U.S.C. 2397b; 5 U.S.C. 5532; Reorganization Plans, reprinted in 5 U.S.C.A. app.; Executive Order

12731; and Executive Order 9397. Each form required by this Regulation includes a Privacy Act statement in the body of the document or in a separate attachment to the form.

References cited within each Chapter are listed at the end of that Chapter in the order they appear.

This Regulation is effective immediately and is mandatory for use by all DoD Components. The Heads of DoD Components may issue supplementary instructions only with the approval of the General Counsel of the Department of Defense, when necessary, to provide for unique requirements.

Send recommended changes to the Regulation to:

Standards of Conduct Office  
Office of General Counsel  
1600 Defense Pentagon  
Washington, D.C. 20301-1600

The DoD Components may obtain copies of this Regulation through their own publications channels. Other Federal agencies and the public may obtain copies from the U.S. Department of Commerce, National Technical Information Service, 5285 Port Royal Road, Springfield, Virginia 22161.





CHAPTER 2

STANDARDS OF ETHICAL CONDUCT

SECTION 1. OFFICE OF GOVERNMENT ETHICS REGULATION

2-100. 5 C.F.R., Part 2635, "Standards of Ethical Conduct for Employees of the Executive Branch" (Reference (a))

## Office of Government Ethics

Pt. 2635

(1) to any requesting person in accordance with the access provisions of section 105 of the Ethics Act;

(2) to a Federal, State or local law enforcement agency if the disclosing agency becomes aware of a violation or potential violation of law or regulation;

(3) to a court or party in a court or Federal administrative proceeding if the Government is a party or in order to comply with a judge-issued subpoena;

(4) to a source when necessary to obtain information relevant to a conflict of interest issue;

(5) to the National Archives and Records Administration or the General Services Administration in records management inspections;

(6) to the Office of Management and Budget during legislative coordination on private relief legislation; and

(7) in response to a discovery request or for the appearance of a witness in a pending judicial or administrative proceeding, if the information is relevant to the subject matter.

Knowing or willful falsification of information on this certificate or failure to file or report information required to be reported under title I of the Ethics Act and 5 CFR part 2634 of the OGE regulations may lead to disqualification as a trustee or other fiduciary as well as possible disqualification of the underlying trust itself. Knowing and willful falsification of information required under the Ethics Act and the regulations may also subject you to criminal prosecution.

### PUBLIC BURDEN INFORMATION AND PAPERWORK REDUCTION ACT STATEMENT

This collection of information is estimated to take an average of twenty minutes per response. You can send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: Deputy Director for Administration and Information Management, U.S. Office of Government Ethics, Suite 500, 1201 New York Avenue, NW., Washington, DC 20005-3917. Do not send your completed certificate to that official; rather, send it to the Director of the Office of Government Ethics at that address as provided in the part 2634 regulation.

Pursuant to the Paperwork Reduction Act, as amended, an agency may not conduct or sponsor, and no person is required to respond to, a collection of information unless it displays a currently valid OMB control number (that number, 3209-0007, is displayed here and in the headings of the OGE model qualified trust certificates of independence and com-

pliance, appendixes A and B to this part 2634).

[57 FR 11830, Apr. 7, 1992, as amended at 63 FR 58620, Nov. 2, 1998; 67 FR 22349, May 3, 2002]

## PART 2635—STANDARDS OF ETHICAL CONDUCT FOR EMPLOYEES OF THE EXECUTIVE BRANCH

### Subpart A—General Provisions

- Sec.
- 2635.101 Basic obligation of public service.
  - 2635.102 Definitions.
  - 2635.103 Applicability to members of the uniformed services.
  - 2635.104 Applicability to employees on detail.
  - 2635.105 Supplemental agency regulations.
  - 2635.106 Disciplinary and corrective action.
  - 2635.107 Ethics advice.

### Subpart B—Gifts From Outside Sources

- 2635.201 Overview.
- 2635.202 General standards.
- 2635.203 Definitions.
- 2635.204 Exceptions.
- 2635.205 Proper disposition of prohibited gifts.

### Subpart C—Gifts Between Employees

- 2635.301 Overview.
- 2635.302 General standards.
- 2635.303 Definitions.
- 2635.304 Exceptions.

### Subpart D—Conflicting Financial Interests

- 2635.401 Overview.
- 2635.402 Disqualifying financial interests.
- 2635.403 Prohibited financial interests.

### Subpart E—Impartiality in Performing Official Duties

- 2635.501 Overview.
- 2635.502 Personal and business relationships.
- 2635.503 Extraordinary payments from former employers.

### Subpart F—Seeking Other Employment

- 2635.601 Overview.
- 2635.602 Applicability and related considerations.
- 2635.603 Definitions.
- 2635.604 Disqualification while seeking employment.
- 2635.605 Waiver or authorization permitting participation while seeking employment.



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2635.606 Disqualification based on an arrangement concerning prospective employment or otherwise after negotiations.

**Subpart G—Misuse of Position**

2635.701 Overview.  
2635.702 Use of public office for private gain.  
2635.703 Use of nonpublic information.  
2635.704 Use of Government property.  
2635.705 Use of official time.

**Subpart H—Outside Activities**

2635.801 Overview.  
2635.802 Conflicting outside employment and activities.  
2635.803 Prior approval for outside employment and activities.  
2635.804 Outside earned income limitations applicable to certain Presidential appointees and other noncareer employees.  
2635.805 Service as an expert witness.  
2635.806 Participation in professional associations. [Reserved]  
2635.807 Teaching, speaking and writing.  
2635.808 Fundraising activities.  
2635.809 Just financial obligations.

**Subpart I—Related Statutory Authorities**

2635.901 General.  
2635.902 Related statutes.

**AUTHORITY:** 5 U.S.C. 7301, 7351, 7353; 5 U.S.C. App. (Ethics in Government Act of 1978); E.O. 12674, 64 FR 15159, 3 CFR, 1989 Comp., p. 215, as modified by E.O. 12731, 55 FR 42547, 3 CFR, 1990 Comp., p. 366.

**SOURCE:** 57 FR 35042, Aug. 7, 1992, unless otherwise noted.

**Subpart A—General Provisions**

§ 2635.101 Basic obligation of public service.

(a) *Public service is a public trust.* Each employee has a responsibility to the United States Government and its citizens to place loyalty to the Constitution, laws and ethical principles above private gain. To ensure that every citizen can have complete confidence in the integrity of the Federal Government, each employee shall respect and adhere to the principles of ethical conduct set forth in this section, as well as the implementing standards contained in this part and in supplemental agency regulations.

(b) *General principles.* The following general principles apply to every employee and may form the basis for the standards contained in this part. Where

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a situation is not covered by the standards set forth in this part, employees shall apply the principles set forth in this section in determining whether their conduct is proper.

(1) Public service is a public trust, requiring employees to place loyalty to the Constitution, the laws and ethical principles above private gain.

(2) Employees shall not hold financial interests that conflict with the conscientious performance of duty.

(3) Employees shall not engage in financial transactions using nonpublic Government information or allow the improper use of such information to further any private interest.

(4) An employee shall not, except as permitted by subpart B of this part, solicit or accept any gift or other item of monetary value from any person or entity seeking official action from, doing business with, or conducting activities regulated by the employee's agency, or whose interests may be substantially affected by the performance or non-performance of the employee's duties.

(5) Employees shall put forth honest effort in the performance of their duties.

(6) Employees shall not knowingly make unauthorized commitments or promises of any kind purporting to bind the Government.

(7) Employees shall not use public office for private gain.

(8) Employees shall act impartially and not give preferential treatment to any private organization or individual.

(9) Employees shall protect and conserve Federal property and shall not use it for other than authorized activities.

(10) Employees shall not engage in outside employment or activities, including seeking or negotiating for employment, that conflict with official Government duties and responsibilities.

(11) Employees shall disclose waste, fraud, abuse, and corruption to appropriate authorities.

(12) Employees shall satisfy in good faith their obligations as citizens, including all just financial obligations, especially those—such as Federal, State, or local taxes—that are imposed by law.

(13) Employees shall adhere to all laws and regulations that provide equal opportunity for all Americans regardless of race, color, religion, sex, national origin, age, or handicap.

(14) Employees shall endeavor to avoid any actions creating the appearance that they are violating the law or the ethical standards set forth in this part. Whether particular circumstances create an appearance that the law or these standards have been violated shall be determined from the perspective of a reasonable person with knowledge of the relevant facts.

(c) *Related statutes.* In addition to the standards of ethical conduct set forth in this part, there are conflict of interest statutes that prohibit certain conduct. Criminal conflict of interest statutes of general applicability to all employees, 18 U.S.C. 201, 203, 205, 208, and 209, are summarized in the appropriate subparts of this part and must be taken into consideration in determining whether conduct is proper. Citations to other generally applicable statutes relating to employee conduct are set forth in subpart I and employees are further cautioned that there may be additional statutory and regulatory restrictions applicable to them generally or as employees of their specific agencies. Because an employee is considered to be on notice of the requirements of any statute, an employee should not rely upon any description or synopsis of a statutory restriction, but should refer to the statute itself and obtain the advice of an agency ethics official as needed.

#### § 2635.102 Definitions.

The definitions listed below are used throughout this part. Additional definitions appear in the subparts or sections of subparts to which they apply. For purposes of this part:

(a) *Agency* means an executive agency as defined in 5 U.S.C. 105 and the Postal Service and the Postal Rate Commission. It does not include the General Accounting Office or the Government of the District of Columbia.

(b) *Agency designee* refers to any employee who, by agency regulation, instruction, or other issuance, has been delegated authority to make any determination, give any approval, or take

any other action required or permitted by this part with respect to another employee. An agency may delegate these authorities to any number of agency designees necessary to ensure that determinations are made, approvals are given, and other actions are taken in a timely and responsible manner. Any provision that requires a determination, approval, or other action by the agency designee shall, where the conduct in issue is that of the agency head, be deemed to require that such determination, approval or action be made or taken by the agency head in consultation with the designated agency ethics official.

(c) *Agency ethics official* refers to the designated agency ethics official or to the alternate designated agency ethics official, referred to in § 2638.202(b) of this chapter, and to any deputy ethics official, described in § 2638.204 of this chapter, who has been delegated authority to assist in carrying out the responsibilities of the designated agency ethics official.

(d) *Agency programs or operations* refers to any program or function carried out or performed by an agency, whether pursuant to statute, Executive order, or regulation.

(e) *Corrective action* includes any action necessary to remedy a past violation or prevent a continuing violation of this part, including but not limited to restitution, change of assignment, disqualification, divestiture, termination of an activity, waiver, the creation of a qualified diversified or blind trust, or counseling.

(f) *Designated agency ethics official* refers to the official designated under § 2638.201 of this chapter.

(g) *Disciplinary action* includes those disciplinary actions referred to in Office of Personnel Management regulations and instructions implementing provisions of title 5 of the United States Code or provided for in comparable provisions applicable to employees not subject to title 5, including but not limited to reprimand, suspension, demotion, and removal. In the case of a military officer, comparable provisions may include those in the Uniform Code of Military Justice.

(h) *Employee* means any officer or employee of an agency, including a special



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Government employee. It includes officers but not enlisted members of the uniformed services. It includes employees of a State or local government or other organization who are serving on detail to an agency, pursuant to 5 U.S.C. 3371, *et seq.* For purposes other than subparts B and C of this part, it does not include the President or Vice President. Status as an employee is unaffected by pay or leave status or, in the case of a special Government employee, by the fact that the individual does not perform official duties on a given day.

(i) *Head of an agency* means, in the case of an agency headed by more than one person, the chair or comparable member of such agency.

(j) *He, his, and him* include she, hers and her.

(k) *Person* means an individual, corporation and subsidiaries it controls, company, association, firm, partnership, society, joint stock company, or any other organization or institution, including any officer, employee, or agent of such person or entity. For purposes of this part, a corporation will be deemed to control a subsidiary if it owns 50 percent or more of the subsidiary's voting securities. The term is all-inclusive and applies to commercial ventures and nonprofit organizations as well as to foreign, State, and local governments, including the Government of the District of Columbia. It does not include any agency or other entity of the Federal Government or any officer or employee thereof when acting in his official capacity on behalf of that agency or entity.

(l) *Special Government employee* means those executive branch officers or employees specified in 18 U.S.C. 202(a). A special Government employee is retained, designated, appointed, or employed to perform temporary duties either on a full-time or intermittent basis, with or without compensation, for a period not to exceed 130 days during any consecutive 365-day period.

(m) *Supplemental agency regulation* means a regulation issued pursuant to § 2635.105.

[57 FR 35042, Aug. 7, 1992, as amended at 71 FR 45736, Aug. 10, 2006]

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§ 2635.103 Applicability to members of the uniformed services.

The provisions of this part, except this section, are not applicable to enlisted members of the uniformed services. Each agency with jurisdiction over enlisted members of the uniformed services shall issue regulations defining the ethical conduct obligations of enlisted members under its jurisdiction. Those regulations shall be consistent with Executive Order 12674, April 12, 1989, as modified, and may prescribe the full range of statutory and regulatory sanctions, including those available under the Uniform Code of Military Justice, for failure to comply with such regulations.

§ 2635.104 Applicability to employees on detail.

(a) *Details to other agencies.* Except as provided in paragraph (d) of this section, an employee on detail, including a uniformed officer on assignment, from his employing agency to another agency for a period in excess of 30 calendar days shall be subject to any supplemental agency regulations of the agency to which he is detailed rather than to any supplemental agency regulations of his employing agency.

(b) *Details to the legislative or judicial branch.* An employee on detail, including a uniformed officer on assignment, from his employing agency to the legislative or judicial branch for a period in excess of 30 calendar days shall be subject to the ethical standards of the branch or entity to which detailed. For the duration of any such detail or assignment, the employee shall not be subject to the provisions of this part, except this section, or, except as provided in paragraph (d) of this section, to any supplemental agency regulations of his employing agency, but shall remain subject to the conflict of interest prohibitions in title 18 of the United States Code.

(c) *Details to non-Federal entities.* Except to the extent exempted in writing pursuant to this paragraph, an employee detailed to a non-Federal entity remains subject to this part and to any supplemental agency regulation of his employing agency. When an employee



is detailed pursuant to statutory authority to an international organization or to a State or local government for a period in excess of six months, the designated agency ethics official may grant a written exemption from subpart B of this part based on his determination that the entity has adopted written ethical standards covering solicitation and acceptance of gifts which will apply to the employee during the detail and which will be appropriate given the purpose of the detail.

(d) *Applicability of special agency statutes.* Notwithstanding paragraphs (a) and (b) of this section, an employee who is subject to an agency statute which restricts his activities or financial holdings specifically because of his status as an employee of that agency shall continue to be subject to any provisions in the supplemental agency regulations of his employing agency that implement that statute.

**§ 2635.105 Supplemental agency regulations.**

In addition to the regulations set forth in this part, an employee shall comply with any supplemental agency regulations issued by his employing agency under this section.

(a) An agency that wishes to supplement this part shall prepare and submit to the Office of Government Ethics, for its concurrence and joint issuance, any agency regulations that supplement the regulations contained in this part. Supplemental agency regulations which the agency determines are necessary and appropriate, in view of its programs and operations, to fulfill the purposes of this part shall be:

(1) In the form of a supplement to the regulations in this part; and

(2) In addition to the substantive provisions of this part.

(b) After concurrence and co-signature by the Office of Government Ethics, the agency shall submit its supplemental agency regulations to the FEDERAL REGISTER for publication and codification at the expense of the agency in title 5 of the Code of Federal Regulations. Supplemental agency regulations issued under this section are effective only after concurrence and co-signature by the Office of Government

Ethics and publication in the FEDERAL REGISTER.

(c) This section applies to any supplemental agency regulations or amendments thereof issued under this part. It does not apply to:

(1) A handbook or other issuance intended merely as an explanation of the standards contained in this part or in supplemental agency regulations;

(2) An instruction or other issuance the purpose of which is to:

(i) Delegate to an agency designee authority to make any determination, give any approval or take any other action required or permitted by this part or by supplemental agency regulations; or

(ii) Establish internal agency procedures for documenting or processing any determination, approval or other action required or permitted by this part or by supplemental agency regulations, or for retaining any such documentation; or

(3) Regulations or instructions that an agency has authority, independent of this part, to issue, such as regulations implementing an agency's gift acceptance statute, protecting categories of nonpublic information or establishing standards for use of Government vehicles. Where the content of any such regulations or instructions was included in the agency's standards of conduct regulations issued pursuant to Executive Order 11222 and the Office of Government Ethics concurs that they need not be issued as part of an agency's supplemental agency regulations, those regulations or instructions may be promulgated separately from the agency's supplemental agency regulations.

(d) Employees of a State or local government or other organization who are serving on detail to an agency, pursuant to 5 U.S.C. 3371, *et seq.*, are subject to any requirements, in addition to those in this part, established by a supplemental agency regulation issued under this section to the extent that such regulation expressly provides.

[57 FR 35042, Aug. 7, 1992, as amended at 71 FR 45736, Aug. 10, 2006]



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§ 2635.106 Disciplinary and corrective action.

(a) Except as provided in § 2635.107, a violation of this part or of supplemental agency regulations may be cause for appropriate corrective or disciplinary action to be taken under applicable Governmentwide regulations or agency procedures. Such action may be in addition to any action or penalty prescribed by law.

(b) It is the responsibility of the employing agency to initiate appropriate disciplinary or corrective action in individual cases. However, corrective action may be ordered or disciplinary action recommended by the Director of the Office of Government Ethics under the procedures at part 2638 of this chapter.

(c) A violation of this part or of supplemental agency regulations, as such, does not create any right or benefit, substantive or procedural, enforceable at law by any person against the United States, its agencies, its officers or employees, or any other person. Thus, for example, an individual who alleges that an employee has failed to adhere to laws and regulations that provide equal opportunity regardless of race, color, religion, sex, national origin, age, or handicap is required to follow applicable statutory and regulatory procedures, including those of the Equal Employment Opportunity Commission.

§ 2635.107 Ethics advice.

(a) As required by §§ 2638.201 and 2638.202(b) of this chapter, each agency has a designated agency ethics official who, on the agency's behalf, is responsible for coordinating and managing the agency's ethics program, as well as an alternate. The designated agency ethics official has authority under § 2638.204 of this chapter to delegate certain responsibilities, including that of providing ethics counseling regarding the application of this part, to one or more deputy ethics officials.

(b) Employees who have questions about the application of this part or any supplemental agency regulations to particular situations should seek advice from an agency ethics official. Disciplinary action for violating this part or any supplemental agency regu-

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lations will not be taken against an employee who has engaged in conduct in good faith reliance upon the advice of an agency ethics official, provided that the employee, in seeking such advice, has made full disclosure of all relevant circumstances. Where the employee's conduct violates a criminal statute, reliance on the advice of an agency ethics official cannot ensure that the employee will not be prosecuted under that statute. However, good faith reliance on the advice of an agency ethics official is a factor that may be taken into account by the Department of Justice in the selection of cases for prosecution. Disclosures made by an employee to an agency ethics official are not protected by an attorney-client privilege. An agency ethics official is required by 28 U.S.C. 535 to report any information he receives relating to a violation of the criminal code, title 18 of the United States Code.

Subpart B—Gifts From Outside Sources

§ 2635.201 Overview.

This subpart contains standards that prohibit an employee from soliciting or accepting any gift from a prohibited source or given because of the employee's official position unless the item is excluded from the definition of a gift or falls within one of the exceptions set forth in this subpart.

§ 2635.202 General standards.

(a) *General prohibitions.* Except as provided in this subpart, an employee shall not, directly or indirectly, solicit or accept a gift:

- (1) From a prohibited source; or
- (2) Given because of the employee's official position.

(b) *Relationship to illegal gratuities statute.* Unless accepted in violation of paragraph (c)(1) of this section, a gift accepted under the standards set forth in this subpart shall not constitute an illegal gratuity otherwise prohibited by 18 U.S.C. 201(c)(1)(B).

(c) *Limitations on use of exceptions.* Notwithstanding any exception provided in this subpart, other than § 2635.204(j), an employee shall not:

(1) Accept a gift in return for being influenced in the performance of an official act;

(2) Solicit or coerce the offering of a gift;

(3) Accept gifts from the same or different sources on a basis so frequent that a reasonable person would be led to believe the employee is using his public office for private gain;

*Example 1:* A purchasing agent for a Veterans Administration hospital routinely deals with representatives of pharmaceutical manufacturers who provide information about new company products. Because of his crowded calendar, the purchasing agent has offered to meet with manufacturer representatives during his lunch hours Tuesdays through Thursdays and the representatives routinely arrive at the employee's office bringing a sandwich and a soft drink for the employee. Even though the market value of each of the lunches is less than \$6 and the aggregate value from any one manufacturer does not exceed the \$50 aggregate limitation in § 2635.204(a) on de minimis gifts of \$20 or less, the practice of accepting even these modest gifts on a recurring basis is improper.

(4) Accept a gift in violation of any statute. Relevant statutes applicable to all employees include:

(i) 18 U.S.C. 201(b), which prohibits a public official from seeking, accepting, or agreeing to receive or accept anything of value in return for being influenced in the performance of an official act or for being induced to take or omit to take any action in violation of his official duty. As used in 18 U.S.C. 201(b), the term "public official" is broadly construed and includes regular and special Government employees as well as all other Government officials; and

(ii) 18 U.S.C. 209, which prohibits an employee, other than a special Government employee, from receiving any salary or any contribution to or supplementation of salary from any source other than the United States as compensation for services as a Government employee. The statute contains several specific exceptions to this general prohibition, including an exception for contributions made from the treasury of a State, county, or municipality; or

(5) Accept vendor promotional training contrary to applicable regulations, policies or guidance relating to the

procurement of supplies and services for the Government, except pursuant to § 2635.204(l).

[57 FR 35041, Aug. 7, 1992; 57 FR 48557, Oct. 27, 1992, as amended at 62 FR 48747, Sept. 17, 1997]

#### § 2635.203 Definitions.

For purposes of this subpart, the following definitions shall apply:

(a) *Agency* has the meaning set forth in § 2635.102(a). However, for purposes of this subpart, an executive department, as defined in 5 U.S.C. 101, may, by supplemental agency regulation, designate as a separate agency any component of that department which the department determines exercises distinct and separate functions.

(b) *Gift* includes any gratuity, favor, discount, entertainment, hospitality, loan, forbearance, or other item having monetary value. It includes services as well as gifts of training, transportation, local travel, lodgings and meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred. It does not include:

(1) Modest items of food and refreshments, such as soft drinks, coffee and donuts, offered other than as part of a meal;

(2) Greeting cards and items with little intrinsic value, such as plaques, certificates, and trophies, which are intended solely for presentation;

(3) Loans from banks and other financial institutions on terms generally available to the public;

(4) Opportunities and benefits, including favorable rates and commercial discounts, available to the public or to a class consisting of all Government employees or all uniformed military personnel, whether or not restricted on the basis of geographic considerations;

(5) Rewards and prizes given to competitors in contests or events, including random drawings, open to the public unless the employee's entry into the contest or event is required as part of his official duties;

(6) Pension and other benefits resulting from continued participation in an employee welfare and benefits plan maintained by a former employer;



(7) Anything which is paid for by the Government or secured by the Government under Government contract;

NOTE: Some airlines encourage those purchasing tickets to join programs that award free flights and other benefits to frequent fliers. Any such benefit earned on the basis of Government-financed travel belongs to the agency rather than to the employee and may be accepted only insofar as provided under 41 CFR 301-53.

(8) Any gift accepted by the Government under specific statutory authority, including:

(i) Travel, subsistence, and related expenses accepted by an agency under the authority of 31 U.S.C. 1353 in connection with an employee's attendance at a meeting or similar function relating to his official duties which takes place away from his duty station. The agency's acceptance must be in accordance with the implementing regulations at 41 CFR part 304-1; and

(ii) Other gifts provided in-kind which have been accepted by an agency under its agency gift acceptance statute; or

(9) Anything for which market value is paid by the employee.

(c) *Market value* means the retail cost the employee would incur to purchase the gift. An employee who cannot ascertain the market value of a gift may estimate its market value by reference to the retail cost of similar items of like quality. The market value of a gift of a ticket entitling the holder to food, refreshments, entertainment, or any other benefit shall be the face value of the ticket.

*Example 1.* An employee who has been given an acrylic paperweight embedded with the corporate logo of a prohibited source may determine its market value based on her observation that a comparable acrylic paperweight, not embedded with a logo, generally sells for about \$20.

*Example 2.* A prohibited source has offered an employee a ticket to a charitable event consisting of a cocktail reception to be followed by an evening of chamber music. Even though the food, refreshments, and entertainment provided at the event may be worth only \$20, the market value of the ticket is its \$250 face value.

(d) *Prohibited source* means any person who:

(1) Is seeking official action by the employee's agency;

(2) Does business or seeks to do business with the employee's agency;

(3) Conducts activities regulated by the employee's agency;

(4) Has interests that may be substantially affected by performance or nonperformance of the employee's official duties; or

(5) Is an organization a majority of whose members are described in paragraphs (d) (1) through (4) of this section.

(e) A gift is solicited or accepted because of the employee's official position if it is from a person other than an employee and would not have been solicited, offered, or given had the employee not held the status, authority or duties associated with his Federal position.

NOTE: Gifts between employees are subject to the limitations set forth in subpart C of this part.

*Example 1.* Where free season tickets are offered by an opera guild to all members of the Cabinet, the gift is offered because of their official positions.

*Example 2.* Employees at a regional office of the Department of Justice (DOJ) work in Government-leased space at a private office building, along with various private business tenants. A major fire in the building during normal office hours causes a traumatic experience for all occupants of the building in making their escape, and it is the subject of widespread news coverage. A corporate hotel chain, which does not meet the definition of a prohibited source for DOJ, seizes the moment and announces that it will give a free night's lodging to all building occupants and their families, as a public goodwill gesture. Employees of DOJ may accept, as this gift is not being given because of their Government positions. The donor's motivation for offering this gift is unrelated to the DOJ employees' status, authority or duties associated with their Federal position, but instead is based on their mere presence in the building as occupants at the time of the fire.

(f) A gift which is solicited or accepted indirectly includes a gift:

(1) Given with the employee's knowledge and acquiescence to his parent, sibling, spouse, child, or dependent relative because of that person's relationship to the employee, or

(2) Given to any other person, including any charitable organization, on the basis of designation, recommendation, or other specification by the employee, except as permitted for the disposition of perishable items by § 2635.205(a)(2).



*Example 1:* An employee who must decline a gift of a personal computer pursuant to this subpart may not suggest that the gift be given instead to one of five charitable organizations whose names are provided by the employee.

(g) *Vendor promotional training* means training provided by any person for the purpose of promoting its products or services. It does not include training provided under a Government contract or by a contractor to facilitate use of products or services it furnishes under a Government contract.

[57 FR 35042, Aug. 7, 1992, as amended at 60 FR 51667, Oct. 3, 1995; 63 FR 69993, Dec. 18, 1998; 64 FR 2422, Jan. 14, 1999; 72 FR 16986, Apr. 6, 2007]

#### § 2635.204 Exceptions.

The prohibitions set forth in § 2635.202(a) do not apply to a gift accepted under the circumstances described in paragraphs (a) through (l) of this section, and an employee's acceptance of a gift in accordance with one of those paragraphs will be deemed not to violate the principles set forth in § 2635.101(b), including appearances. Even though acceptance of a gift may be permitted by one of the exceptions contained in paragraphs (a) through (l) of this section, it is never inappropriate and frequently prudent for an employee to decline a gift offered by a prohibited source or because of his official position.

(a) *Gifts of \$20 or less.* An employee may accept unsolicited gifts having an aggregate market value of \$20 or less per source per occasion, provided that the aggregate market value of individual gifts received from any one person under the authority of this paragraph shall not exceed \$50 in a calendar year. This exception does not apply to gifts of cash or of investment interests such as stock, bonds, or certificates of deposit. Where the market value of a gift or the aggregate market value of gifts offered on any single occasion exceeds \$20, the employee may not pay the excess value over \$20 in order to accept that portion of the gift or those gifts worth \$20. Where the aggregate value of tangible items offered on a single occasion exceeds \$20, the employee may decline any distinct and

separate item in order to accept those items aggregating \$20 or less.

*Example 1:* An employee of the Securities and Exchange Commission and his spouse have been invited by a representative of a regulated entity to a Broadway play, tickets to which have a face value of \$30 each. The aggregate market value of the gifts offered on this single occasion is \$60, \$40 more than the \$20 amount that may be accepted for a single event or presentation. The employee may not accept the gift of the evening of entertainment. He and his spouse may attend the play only if he pays the full \$60 value of the two tickets.

*Example 2:* An employee of the Defense Mapping Agency has been invited by an association of cartographers to speak about his agency's role in the evolution of missile technology. At the conclusion of his speech, the association presents the employee a framed map with a market value of \$18 and a book about the history of cartography with a market value of \$15. The employee may accept the map or the book, but not both, since the aggregate value of these two tangible items exceeds \$20.

*Example 3:* On four occasions during the calendar year, an employee of the Defense Logistics Agency was given gifts worth \$10 each by four employees of a corporation that is a DLA contractor. For purposes of applying the yearly \$50 limitation on gifts of \$20 or less from any one person, the four gifts must be aggregated because a person is defined at § 2635.102(k) to mean not only the corporate entity, but its officers and employees as well. However, for purposes of applying the \$50 aggregate limitation, the employee would not have to include the value of a birthday present received from his cousin, who is employed by the same corporation, if he can accept the birthday present under the exception at § 2635.204(b) for gifts based on a personal relationship.

*Example 4:* Under the authority of 31 U.S.C. 1353 for agencies to accept payments from non-Federal sources in connection with attendance at certain meetings or similar functions, the Environmental Protection Agency has accepted an association's gift of travel expenses and conference fees for an employee of its Office of Radiation Programs to attend an international conference on "The Chernobyl Experience." While at the conference, the employee may accept a gift of \$20 or less from the association or from another person attending the conference even though it was not approved in advance by the EPA. Although 31 U.S.C. 1353 is the only authority under which an agency may accept gifts from certain non-Federal sources in connection with its employees' attendance at such functions, a gift of \$20 or less accepted under § 2635.204(a) is a gift to



the employee rather than to his employing agency.

*Example 5:* During off-duty time, an employee of the Department of Defense (DOD) attends a trade show involving companies that are DOD contractors. He is offered a \$15 computer program disk at X Company's booth, a \$12 appointments calendar at Y Company's booth, and a deli lunch worth \$8 from Z Company. The employee may accept all three of these items because they do not exceed \$20 per source, even though they total more than \$20 at this single occasion.

(b) *Gifts based on a personal relationship.* An employee may accept a gift given under circumstances which make it clear that the gift is motivated by a family relationship or personal friendship rather than the position of the employee. Relevant factors in making such a determination include the history of the relationship and whether the family member or friend personally pays for the gift.

*Example 1:* An employee of the Federal Deposit Insurance Corporation has been dating a secretary employed by a member bank. For Secretary's Week, the bank has given each secretary 2 tickets to an off-Broadway musical review and has urged each to invite a family member or friend to share the evening of entertainment. Under the circumstances, the FDIC employee may accept his girlfriend's invitation to the theater. Even though the tickets were initially purchased by the member bank, they were given without reservation to the secretary to use as she wished, and her invitation to the employee was motivated by their personal friendship.

*Example 2:* Three partners in a law firm that handles corporate mergers have invited an employee of the Federal Trade Commission to join them in a golf tournament at a private club at the firm's expense. The entry fee is \$500 per foursome. The employee cannot accept the gift of one-quarter of the entry fee even though he and the three partners have developed an amicable relationship as a result of the firm's dealings with the FTC. As evidenced in part by the fact that the fees are to be paid by the firm, it is not a personal friendship but a business relationship that is the motivation behind the partners' gift.

(c) *Discounts and similar benefits.* In addition to those opportunities and benefits excluded from the definition of a gift by § 2635.203(b)(4), an employee may accept:

(1) Reduced membership or other fees for participation in organization activities offered to all Government em-

ployees or all uniformed military personnel by professional organizations if the only restrictions on membership relate to professional qualifications; and

(2) Opportunities and benefits, including favorable rates and commercial discounts not precluded by paragraph (c)(3) of this section:

(i) Offered to members of a group or class in which membership is unrelated to Government employment;

(ii) Offered to members of an organization, such as an employees' association or agency credit union, in which membership is related to Government employment if the same offer is broadly available to large segments of the public through organizations of similar size; or

(iii) Offered by a person who is not a prohibited source to any group or class that is not defined in a manner that specifically discriminates among Government employees on the basis of type of official responsibility or on a basis that favors those of higher rank or rate of pay; provided, however, that

(3) An employee may not accept for personal use any benefit to which the Government is entitled as the result of an expenditure of Government funds.

*Example 1:* An employee of the Consumer Product Safety Commission may accept a discount of \$50 on a microwave oven offered by the manufacturer to all members of the CPSC employees' association. Even though the CPSC is currently conducting studies on the safety of microwave ovens, the \$50 discount is a standard offer that the manufacturer has made broadly available through a number of similar organizations to large segments of the public.

*Example 2:* An Assistant Secretary may not accept a local country club's offer of membership to all members of Department Secretariats which includes a waiver of its \$5,000 membership initiation fee. Even though the country club is not a prohibited source, the offer discriminates in favor of higher ranking officials.

*Example 3:* The administrative officer for a district office of the Immigration and Naturalization Service has signed an INS order to purchase 50 boxes of photocopy paper from a supplier whose literature advertises that it will give a free briefcase to anyone who purchases 50 or more boxes. Because the paper was purchased with INS funds, the administrative officer cannot keep the briefcase which, if claimed and received, is Government property.



(d) *Awards and honorary degrees.* (1) An employee may accept gifts, other than cash or an investment interest, with an aggregate market value of \$200 or less if such gifts are a bona fide award or incident to a bona fide award that is given for meritorious public service or achievement by a person who does not have interests that may be substantially affected by the performance or nonperformance of the employee's official duties or by an association or other organization the majority of whose members do not have such interests. Gifts with an aggregate market value in excess of \$200 and awards of cash or investment interests offered by such persons as awards or incidents of awards that are given for these purposes may be accepted upon a written determination by an agency ethics official that the award is made as part of an established program of recognition:

(i) Under which awards have been made on a regular basis or which is funded, wholly or in part, to ensure its continuation on a regular basis; and

(ii) Under which selection of award recipients is made pursuant to written standards.

(2) An employee may accept an honorary degree from an institution of higher education as defined at 20 U.S.C. 1141(a) based on a written determination by an agency ethics official that the timing of the award of the degree would not cause a reasonable person to question the employee's impartiality in a matter affecting the institution.

(3) An employee who may accept an award or honorary degree pursuant to paragraph (d)(1) or (2) of this section may also accept meals and entertainment given to him and to members of his family at the event at which the presentation takes place.

*Example 1:* Based on a determination by an agency ethics official that the prize meets the criteria set forth in § 2635.204(d)(1), an employee of the National Institutes of Health may accept the Nobel Prize for Medicine, including the cash award which accompanies the prize, even though the prize was conferred on the basis of laboratory work performed at NIH.

*Example 2:* Prestigious University wishes to give an honorary degree to the Secretary of Labor. The Secretary may accept the honorary degree only if an agency ethics official determines in writing that the timing of the

award of the degree would not cause a reasonable person to question the Secretary's impartiality in a matter affecting the university.

*Example 3:* An ambassador selected by a nonprofit organization as recipient of its annual award for distinguished service in the interest of world peace may, together with his wife, and children, attend the awards ceremony dinner and accept a crystal bowl worth \$200 presented during the ceremony. However, where the organization has also offered airline tickets for the ambassador and his family to travel to the city where the awards ceremony is to be held, the aggregate value of the tickets and the crystal bowl exceeds \$200 and he may accept only upon a written determination by the agency ethics official that the award is made as part of an established program of recognition.

(e) *Gifts based on outside business or employment relationships.* An employee may accept meals, lodgings, transportation and other benefits:

(1) Resulting from the business or employment activities of an employee's spouse when it is clear that such benefits have not been offered or enhanced because of the employee's official position;

*Example 1:* A Department of Agriculture employee whose husband is a computer programmer employed by an Agriculture Department contractor may attend the company's annual retreat for all of its employees and their families held at a resort facility. However, under § 2635.502, the employee may be disqualified from performing official duties affecting her husband's employer.

*Example 2:* Where the spouses of other clerical personnel have not been invited, an employee of the Defense Contract Audit Agency whose wife is a clerical worker at a defense contractor may not attend the contractor's annual retreat in Hawaii for corporate officers and members of the board of directors, even though his wife received a special invitation for herself and her spouse.

(2) Resulting from his outside business or employment activities when it is clear that such benefits have not been offered or enhanced because of his official status; or

*Example 1:* The members of an Army Corps of Engineers environmental advisory committee that meets 6 times per year are special Government employees. A member who has a consulting business may accept an invitation to a \$50 dinner from her corporate client, an Army construction contractor, unless, for example, the invitation was extended in order to discuss the activities of the committee.



(3) Customarily provided by a prospective employer in connection with bona fide employment discussions. If the prospective employer has interests that could be affected by performance or nonperformance of the employee's duties, acceptance is permitted only if the employee first has complied with the disqualification requirements of subpart F of this part applicable when seeking employment.

*Example 1:* An employee of the Federal Communications Commission with responsibility for drafting regulations affecting all cable television companies wishes to apply for a job opening with a cable television holding company. Once she has properly disqualified herself from further work on the regulations as required by subpart F of this part, she may enter into employment discussions with the company and may accept the company's offer to pay for her airfare, hotel and meals in connection with an interview trip.

(4) For purposes of paragraphs (e)(1) through (3) of this section, employment shall have the meaning set forth in § 2635.603(a).

(f) *Gifts in connection with political activities permitted by the Hatch Act Reform Amendments.* An employee who, in accordance with the Hatch Act Reform Amendments of 1993, at 5 U.S.C. 7323, may take an active part in political management or in political campaigns, may accept meals, lodgings, transportation and other benefits, including free attendance at events, when provided, in connection with such active participation, by a political organization described in 26 U.S.C. 527(e). Any other employee, such as a security officer, whose official duties require him to accompany an employee to a political event may accept meals, free attendance and entertainment provided at the event by such an organization.

*Example 1:* The Secretary of the Department of Health and Human Services may accept an airline ticket and hotel accommodations furnished by the campaign committee of a candidate for the United States Senate in order to give a speech in support of the candidate.

(g) *Widely attended gatherings and other events—(1) Speaking and similar engagements.* When an employee is assigned to participate as a speaker or panel participant or otherwise to

present information on behalf of the agency at a conference or other event, his acceptance of an offer of free attendance at the event on the day of his presentation is permissible when provided by the sponsor of the event. The employee's participation in the event on that day is viewed as a customary and necessary part of his performance of the assignment and does not involve a gift to him or to the agency.

(2) *Widely attended gatherings.* When there has been a determination that his attendance is in the interest of the agency because it will further agency programs and operations, an employee may accept an unsolicited gift of free attendance at all or appropriate parts of a widely attended gathering of mutual interest to a number of parties from the sponsor of the event or, if more than 100 persons are expected to attend the event and the gift of free attendance has a market value of \$335 or less, from a person other than the sponsor of the event. A gathering is widely attended if it is expected that a large number of persons will attend and that persons with a diversity of views or interests will be present, for example, if it is open to members from throughout the interested industry or profession or if those in attendance represent a range of persons interested in a given matter. For employees subject to a leave system, attendance at the event shall be on the employee's own time or, if authorized by the employee's agency, on excused absence pursuant to applicable guidelines for granting such absence, or otherwise without charge to the employee's leave account.

(3) *Determination of agency interest.* The determination of agency interest required by paragraph (g)(2) of this section shall be made orally or in writing by the agency designee.

(i) If the person who has extended the invitation has interests that may be substantially affected by the performance or nonperformance of an employee's official duties or is an association or organization the majority of whose members have such interests, the employee's participation may be determined to be in the interest of the agency only where there is a written finding by the agency designee that the



agency's interest in the employee's participation in the event outweighs the concern that acceptance of the gift of free attendance may or may appear to improperly influence the employee in the performance of his official duties. Relevant factors that should be considered by the agency designee include the importance of the event to the agency, the nature and sensitivity of any pending matter affecting the interests of the person who has extended the invitation, the significance of the employee's role in any such matter, the purpose of the event, the identity of other expected participants and the market value of the gift of free attendance.

(ii) A blanket determination of agency interest may be issued to cover all or any category of invitees other than those as to whom the finding is required by paragraph (g)(3)(i) of this section. Where a finding under paragraph (g)(3)(i) of this section is required, a written determination of agency interest, including the necessary finding, may be issued to cover two or more employees whose duties similarly affect the interests of the person who has extended the invitation or, where that person is an association or organization, of its members.

(4) *Free attendance.* For purposes of paragraphs (g)(1) and (g)(2) of this section, free attendance may include waiver of all or part of a conference or other fee or the provision of food, refreshments, entertainment, instruction and materials furnished to all attendees as an integral part of the event. It does not include travel expenses, lodgings, entertainment collateral to the event, or meals taken other than in a group setting with all other attendees. Where the invitation has been extended to an accompanying spouse or other guest (see paragraph (g)(6) of this section), the market value of the gift of free attendance includes the market value of free attendance by the spouse or other guest as well as the market value of the employee's own attendance.

NOTE: There are statutory authorities implemented other than by part 2635 under which an agency or an employee may be able to accept free attendance or other items not

included in the definition of free attendance, such as travel expenses.

(5) *Cost provided by sponsor of event.* The cost of the employee's attendance will not be considered to be provided by the sponsor, and the invitation is not considered to be from the sponsor of the event, where a person other than the sponsor designates the employee to be invited and bears the cost of the employee's attendance through a contribution or other payment intended to facilitate that employee's attendance. Payment of dues or a similar assessment to a sponsoring organization does not constitute a payment intended to facilitate a particular employee's attendance.

(6) *Accompanying spouse or other guest.* When others in attendance will generally be accompanied by a spouse or other guest, and where the invitation is from the same person who has invited the employee, the agency designee may authorize an employee to accept an unsolicited invitation of free attendance to an accompanying spouse or to another accompanying guest to participate in all or a portion of the event at which the employee's free attendance is permitted under paragraph (g)(1) or (g)(2) of this section. The authorization required by this paragraph may be provided orally or in writing.

*Example 1:* An aerospace industry association that is a prohibited source sponsors an industrywide, two-day seminar for which it charges a fee of \$400 and anticipates attendance of approximately 400. An Air Force contractor pays \$2,000 to the association so that the association can extend free invitations to five Air Force officials designated by the contractor. The Air Force officials may not accept the gifts of free attendance. Because the contractor specified the invitees and bore the cost of their attendance, the gift of free attendance is considered to be provided by the company and not by the sponsoring association. Had the contractor paid \$2,000 to the association in order that the association might invite any five Federal employees, an Air Force official to whom the sponsoring association extended one of the five invitations could attend if his participation were determined to be in the interest of the agency. The Air Force official could not in any case accept an invitation directly from the non-sponsor contractor because the market value of the gift exceeds \$335.

*Example 2:* An employee of the Department of Transportation is invited by a news organization to an annual press dinner sponsored



by an association of press organizations. Tickets for the event cost \$335 per person and attendance is limited to 400 representatives of press organizations and their guests. If the employee's attendance is determined to be in the interest of the agency, she may accept the invitation from the news organization because more than 100 persons will attend and the cost of the ticket does not exceed \$335. However, if the invitation were extended to the employee and an accompanying guest, her guest could not be authorized to attend for free since the market value of the gift of free attendance would be \$670 and the invitation is from a person other than the sponsor of the event.

*Example 3:* An employee of the Department of Energy (DOE) and his wife have been invited by a major utility executive to a small dinner party. A few other officials of the utility and their spouses or other guests are also invited, as is a representative of a consumer group concerned with utility rates and her husband. The DOE official believes the dinner party will provide him an opportunity to socialize with and get to know those in attendance. The employee may not accept the free invitation under this exception, even if his attendance could be determined to be in the interest of the agency. The small dinner party is not a widely attended gathering. Nor could the employee be authorized to accept even if the event were instead a corporate banquet to which forty company officials and their spouses or other guests were invited. In this second case, notwithstanding the larger number of persons expected (as opposed to the small dinner party just noted) and despite the presence of the consumer group representative and her husband who are not officials of the utility, those in attendance would still not represent a diversity of views or interests. Thus, the company banquet would not qualify as a widely attended gathering under those circumstances either.

*Example 4:* An employee of the Department of the Treasury authorized to participate in a panel discussion of economic issues as part of a one-day conference may accept the sponsor's waiver of the conference fee. Under the separate authority of § 2635.204(a), he may accept a token of appreciation for his speech having a market value of \$20 or less.

*Example 5:* An Assistant U.S. Attorney is invited to attend a luncheon meeting of a local bar association to hear a distinguished judge lecture on cross-examining expert witnesses. Although members of the bar association are assessed a \$15 fee for the meeting, the Assistant U.S. Attorney may accept the bar association's offer to attend for free, even without a determination of agency interest. The gift can be accepted under the \$20 de minimis exception at § 2635.204(a).

*Example 6:* An employee of the Department of the Interior authorized to speak on the

first day of a four-day conference on endangered species may accept the sponsor's waiver of the conference fee for the first day of the conference. If the conference is widely attended, he may be authorized, based on a determination that his attendance is in the agency's interest, to accept the sponsor's offer to waive the attendance fee for the remainder of the conference.

(h) *Social invitations from persons other than prohibited sources.* An employee may accept food, refreshments and entertainment, not including travel or lodgings, at a social event attended by several persons where:

(1) The invitation is from a person who is not a prohibited source; and

(2) No fee is charged to any person in attendance.

*Example 1:* Along with several other Government officials and a number of individuals from the private sector, the Administrator of the Environmental Protection Agency has been invited to the premier showing of a new adventure movie about industrial espionage. The producer is paying all costs of the showing. The Administrator may accept the invitation since the producer is not a prohibited source and no attendance fee is being charged to anyone who has been invited.

*Example 2:* An employee of the White House Press Office has been invited to a cocktail party given by a noted Washington hostess who is not a prohibited source. The employee may attend even though he has only recently been introduced to the hostess and suspects that he may have been invited because of his official position.

(i) *Meals, refreshments and entertainment in foreign areas.* An employee assigned to duty in, or on official travel to, a foreign area as defined in 41 CFR 301-7.3(c) may accept food, refreshments or entertainment in the course of a breakfast, luncheon, dinner or other meeting or event provided:

(1) The market value in the foreign area of the food, refreshments or entertainment provided at the meeting or event, as converted to U.S. dollars, does not exceed the per diem rate for the foreign area specified in the U.S. Department of State's Maximum Per Diem Allowances for Foreign Areas, Per Diem Supplement Section 925 to the Standardized Regulations (GC,FA) available from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402;



(2) There is participation in the meeting or event by non-U.S. citizens or by representatives of foreign governments or other foreign entities;

(3) Attendance at the meeting or event is part of the employee's official duties to obtain information, disseminate information, promote the export of U.S. goods and services, represent the United States or otherwise further programs or operations of the agency or the U.S. mission in the foreign area; and

(4) The gift of meals, refreshments or entertainment is from a person other than a foreign government as defined in 5 U.S.C. 7342(a)(2).

*Example 1:* A number of local businessmen in a developing country are anxious for a U.S. company to locate a manufacturing facility in their province. An official of the Overseas Private Investment Corporation may accompany the visiting vice president of the U.S. company to a dinner meeting hosted by the businessmen at a province restaurant where the market value of the food and refreshments does not exceed the per diem rate for that country.

(j) *Gifts to the President or Vice President.* Because of considerations relating to the conduct of their offices, including those of protocol and etiquette, the President or the Vice President may accept any gift on his own behalf or on behalf of any family member, provided that such acceptance does not violate § 2635.202(c) (1) or (2), 18 U.S.C. 201(b) or 201(c)(3), or the Constitution of the United States.

(k) *Gifts authorized by supplemental agency regulation.* An employee may accept any gift the acceptance of which is specifically authorized by a supplemental agency regulation.

(l) *Gifts accepted under specific statutory authority.* The prohibitions on acceptance of gifts from outside sources contained in this subpart do not apply to any item, receipt of which is specifically authorized by statute. Gifts which may be received by an employee under the authority of specific statutes include, but are not limited to:

(1) Free attendance, course or meeting materials, transportation, lodgings, food and refreshments or reimbursements therefor incident to training or meetings when accepted by the employee under the authority of 5 U.S.C.

4111 from an organization with tax-exempt status under 26 U.S.C. 501(c)(3) or from a person to whom the prohibitions in 18 U.S.C. 209 do not apply. The employee's acceptance must be approved by the agency in accordance with part 410 of this title; or

*NOTE:* 26 U.S.C. 501(c)(3) is authority for tax-exempt treatment of a limited class of nonprofit organizations, including those organized and operated for charitable, religious or educational purposes. Many nonprofit organizations are not exempt from taxation under this section.

(2) Gifts from a foreign government or international or multinational organization, or its representative, when accepted by the employee under the authority of the Foreign Gifts and Decorations Act, 5 U.S.C. 7342. As a condition of acceptance, an employee must comply with requirements imposed by the agency's regulations or procedures implementing that Act.

[57 FR 35041, Aug. 7, 1992; 57 FR 48557, Oct. 27, 1992; 61 FR 42969, Aug. 20, 1996; 61 FR 48733, Sept. 16, 1996; 61 FR 50691, Sept. 27, 1996; 62 FR 48747, Sept. 17, 1997; 63 FR 69993, 69994, Dec. 18, 1998; 65 FR 69657, Nov. 20, 2000; 67 FR 61762, Oct. 2, 2002; 70 FR 12112, Mar. 11, 2005; 73 FR 16388, Mar. 24, 2008]

#### § 2635.205 Proper disposition of prohibited gifts.

(a) An employee who has received a gift that cannot be accepted under this subpart shall, unless the gift is accepted by an agency acting under specific statutory authority:

(1) Return any tangible item to the donor or pay the donor its market value. An employee who cannot ascertain the actual market value of an item may estimate its market value by reference to the retail cost of similar items of like quality. See § 2635.203(c).

*Example 1:* To avoid public embarrassment to the seminar sponsor, an employee of the National Park Service did not decline a barometer worth \$200 given at the conclusion of his speech on Federal lands policy. The employee must either return the barometer or promptly reimburse the sponsor \$200.

(2) When it is not practical to return a tangible item because it is perishable, the item may, at the discretion of the employee's supervisor or an agency

Pages 318 through 331 redacted for the following reasons:

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(b)(7)(A), Pages (318) - (327) are referred to: Department of Defense, Office of Inspector General  
Pages (318) - (327) are referred to: Department of Defense, Office of Inspector General  
Pages (328) - (331) are withheld (b)(6), (b)(7)(C), (b)(7)(A)



To: [Stanny Fofield](#); [\[REDACTED\]](#); [Sutanti](#)  
Cc: [Leonard G. A.](#); [\[REDACTED\]](#); [Linda Raja](#); [GMGOPS.ID](#)  
Subject: Re: SITUATION REGARDING LIBERTY BUSES (NEED IMMEDIATE RESOLUTION)  
Date: Saturday, May 12, 2012 0:07:41

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Thank you Admiral Stanny for your support and assistance.

Sir, I totally understand what it is like in Jakarta and the traffic situation in the Port and sincerely hope that with your influence, the TNI-AL can help manage the traffic.

I've also made some calls to some people onboard, Lt. Rob Davis (N1 Acos) and FSO Brian Ware to talk to Supply and spread the word around especially to N4 Supply that it has nothing to do with GDMA and that its is simply the traffic situation in Jakarta. There is nothing the HSP can do about it.

I think if we know it advance that ships will encounter problems with either the local traffic situation, or their order for buses will not be sufficient, or even their proposed bus schedule is not realistic, we as the HSP should always provide recommendations and advise the ship accordingly. In cases like this, had we done so, and the ship neglected our proposal and opt to save cost, we would not have been blamed.

vr

Neil Peterson

Assistant Vice President - Global Operations

Glenn Defense Marine (Asia) Pte. Ltd.

(b) (6)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Web: www.glenmarinegroup.c

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From: Stanny Fofied (b) (6)

Reply-To: Stanny Fofied (b) (6)

Date: Sat, 12 May 2012 10:32:30 +0900

To: Neil Peterson (b) (6) >, Lucky Sutanti (b) (6)

Cc: Leonard Francis (b) (6) >, Alex Wisidagama (b) (6) >, Linda Raja (b) (6) >, "GMGOPS.ID" <(b) (6)>

Subject: Re: SITUATION REGARDING LIBERTY BUSES (NEED IMMEDIATE RESOLUTION)

Dear mr Neil,

FYI, I have discuss this issue several times with mr Moss earlier and he aware about the traffic situation at Tanjung Priok especially near gate 9 where there is right turn (from West)and split road just when you enter and pass by gate 9 (from East). If trucks/trailers stuck bumper to bumper no one could manage except just wait and follow the current. Now a days the traffic at Tanjung Priok port just become worst even Jakarta government restrict trucks and trailers at several protocol roads and inner circle ring road of jakarta during peak hours. The heavy traffic at Tanjung priok never alleviate even during week end. Will try to asked Navy Pomal to manage the traffic when the buses move in and out the Port Area.

Thank you and regards,

Stanny

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From: <(b) (6)>  
Date: Sat, 12 May 2012 00:24:56 +0000  
To: Lucky <(b) (6)>  
ReplyTo: <(b) (6)>  
Cc: Boss <(b) (6)>, Stanny Fofied' <(b) (6)>  
Alex <(b) (6)>, Linda <(b) (6)>  
<(b) (6)>  
Subject: Re: SITUATION REGARDING LIBERTY BUSES (NEED IMMEDIATE RESOLUTION)

Lucky,

You need to bring AW Moss onboard with you to explain the traffic situation.

Vr

Neil Peterson

General Manager, Worldwide Operations

Glenn Defense Marine (ASIA) Pte. Ltd.

(b) (6)

From: Lucky Sutanti <(b) (6)>  
Date: Sat, 12 May 2012 07:00:18 +0700  
To: <(b) (6)>  
Cc: <(b) (6)>, Stanny Fofied' <(b) (6)>  
'Alex' <(b) (6)>, Linda <(b) (6)>  
<(b) (6)>  
Subject: RE: SITUATION REGARDING LIBERTY BUSES (NEED IMMEDIATE RESOLUTION)



Hi Neil,

I am on my way to the port now, I just got an update from Ellan the situation on the port is the same as last night.

The trailer is stuck on the port even Ellan has to stop and get down from a Taxi and walk to the JICT 2 to save the hour on the road.

If we suggest them double up the buses it will be the same if the port traffics with that condition. Please advice.

Thank you.

v/r

Lucky Sutanti

Country Manager, Indonesia and Timor Leste

PT. Glenn Nusa Marine Indonesia

(b) (6)

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From: (b) (6)

Sent: Saturday, May 12, 2012 6:49 AM

To: Lucky

Cc: Boss; 'Stanny Fofied'; Alex; Linda; (b) (6)

Subject: Re: SITUATION REGARDING LIBERTY BUSES (NEED IMMEDIATE RESOLUTION)

Lucky,

They need to at least double their bus requirement if they want to use two drop off points. 4 buses for two locations is not enough.

Vr

Neil Peterson

General Manager, Worldwide Operations

Glenn Defense Marine (ASIA) Pte. Ltd.

(b) (6)

From: Lucky Sutanti <(b) (6)>

Date: Sat, 12 May 2012 03:19:37 +0700

To: 'Neil Peterson' <(b) (6)>

(b) (6)

Subject: FW: SITUATION REGARDING LIBERTY BUSES (NEED IMMEDIATE RESOLUTION)

Hi Neil,

Received the email below for your information and awarness with the situation on the liberty buses.

The ship only contracted 4 liberty buses and the dropped off point is Mall of Indonesia Grand Indonesia which is long distance specially on the peak hours and bad traffics on Friday Night plus the container day at the port make more worst.

Same issues last time when the CARAT 2011, the port is stucked with all the trailler and not moved at all and everyone jump out from the buses coz got bored waiting on the buses more than an hour while can walk only 5-10mins away.

I just got home now after stucked infront of the JICT 2 for 2.5hours and cant do anything except waiting the trailer one by one.

I was discuss with ENS Colon that for tomorrow we seperated 4 buses into 2 places, 2 buses going to Mall of Indonesia and 2 buses going to Grand Indonesia.

Our buses running nonstop and not even taking a break but due to the heavy traffics buses coming and going back to the mall totally stucked.

Please advice whether we need to recommend additional buses or just make it 1 stop dropped point at Grand Indonesia. Just to let you know Jakarta is the liberty port for C7F and working port for BLR, and starting 1600hrs onward more sailor is going out to town than morning time.

Sitrep to follow.....

Thank you and awaiting your kind advice.

V/r

Lucky Sutanti

Country Manager, Indonesia and Timor Leste

PT. Glenn Nusa Marine Indonesia

(b) (6)

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communication in error, please notify us immediately by return email and delete the original message. Thank you.

From: Williams, Jennifer L. LS2 (C7F) [(b) (6)]

Sent: Saturday, May 12, 2012 12:10 AM

To: Lucky Sutanti

Cc: [(b) (6)]

Subject: SITUATION REGARDING LIBERTY BUSES (NEED IMMEDIATE RESOLUTION)

Importance: High

Lucky,

Good evening. We have a problem regarding the liberty buses. I know for a fact that there were over 50 sailors and Marines left at the Mall of Indonesia as there were a lot of our N-4 personnel along with myself. As I am sure you know the Mall closed @ 2200 tonight and we were all outside from 2145 until 2300 waiting for a bus that never came. I understand there is a lot of traffic, but this is not going to work for us. We all ended up taking taxis and then once the taxis got to the truck gate they wouldn't let them in, so everyone had to walk through oncoming traffic and bumper to bumper trucks in order to make the liberty expiration @ 2359 onboard the ship.

Our Chief of Staff is extremely concerned and wants a new plan of action by 0730 in the morning ( his email concern is below). Please let us know what can be done. If we need to contract more buses then we have the approval from the Chief of Staff so please make something happen ASAP. Thank you for your support. Please advise soonest as this has gotten to the highest level already and I need to brief my Chain of Command. Request you respond to all immediately.

V/r,

LS2 Williams

\*\*\*\*

Team,

Wow. Sailors waiting for liberty busses that never show, takes hours to get from here to there and back ... I'd like to hear in the morning what the plan is to try and restructure the plan or contract more busses or something - what is happening out there right now isn't going to work for the rest of the visit.

V/r CoS

CAPT Charles F. Williams, USN

Chief of Staff

U.S. SEVENTH Fleet

(b) (6)

[Redacted]

m: (b) (6)  
ent: Wednesday, April 14, 2010 3:38  
To: (b) (6)  
Cc: Ou Don Kornrudee Trichaivaporn; (b) (6)  
Subject: (b) (6)  
Re: Hotel

Nui

He wants in 17th and out 19th apr

Pl.confirm

Nat-prepare a car/van with driver for this guy

Thnks

Ms.Pornpun Settaphakorn (yin)  
Country Manager  
Glenn Defense Marine (Asia) Co Ltd.

(b) (6)  
(b) (6)

-----Original Message-----

From: (b) (6)  
Date: Wed, 14 Apr 2010 07:19:09  
To: (b) (6)  
Cc: Ou Don Kornrudee (b) (6)  
(b) (6)  
Subject: Re: Hotel

Room confirmed at All Seasons Pattaya, tentative check in 17th & check out 21st Apr'10 with Executive Single Room - 2,777THB / night (ABF included). Internet cost extra.

Regards,  
nui

PROSECUTION EXHIBIT 2 FOR ID  
OFFERED PG 131 ADMITTED PG 132  
PAGE 1 OF PAGES 4



Nuansaeng Charoenboontong  
Glenn Defense Marine (Asia) Co Ltd.

(b) (6)

-----Original Message-----

From: (b) (6)

Date: Wed, 14 Apr 2010 06:34:42

To: (b) (6)

Cc: (b) (6)

Subject: Fw: Hotel

Nui

Let me know which hotel will we put this guy at ?

Ou - as discussed, let's spare vehicles for special request as now we have about 3 teams that request transport. We will final on 17th Apr for the period required. We will also rotate our ops.vehicles for support us, crews and clients.

Nat -will be assigned for Special request vehicles coordination while Fhon will take care other ships transportation and bus and required.

Thnks

-----Original Message-----

From: Neil Peterson

To: Ware, Brian T. CW02 \((LCC-19)\)

Cc: (b) (6)

Subject: Re: Hotel

Sent: Apr 14, 2010 11:28 AM

Hi FSO,

Thanks for the email. Sorry for the late reply. I just got back to Singapore..

Break

Yin, please take care of the FSO in Thailand. He's the new Food Services officer onboard. He took great care of us in KK and Jakarta. Give him the best GDMA corp rate for any hotel of his choice and our complimentary Sedan/van driver.

Thank you.

Peterson

General Manager, Worldwide Operations  
Glenn Defense Marine (ASIA) Pte. Ltd.

(b) (6)

Original Message  
From: "Ware, Brian T. CW02 (LCC-19)" (b) (6)

To: (b) (6)

Cc: (b) (6)

Sent: Tuesday, April 13, 2010 7:42 PM

Subject: Hotel

Neil,

Here are the hotels that have Internet. Do you the how much it will cost for me. It will be there for the first three days? How do I pay?

Is the transportation for me there?

Thanks again, this is my first time here and I really want to have a great time!

---

OLD ROCK HOTEL  
Moo 9, Pattaya Beach Road  
Tel. (038) 428 755-9

ALL SEASONS PATTAYA  
425/9, Soi 5 Pattaya 2d Rd, Central Pattaya Tel. (038) 418 888

NOVA PLATINUM HOTEL  
562 Moo 10 Pratamnak Road, Pattaya City  
Tel. (038) 711-345

AMARI NOVA SUITES HOTEL  
254 Moo 9 Soi Petchtrakool, Banlamun  
Tel. (038) 489-488

AMARI ORCHID RESORT  
240 Mu 5, Beach Road, North Pattaya  
Tel. (038) 418-418

IT D2 BARAQUA HOTEL  
Pattaya 2nd Road, Pattaya City Tel. (038) 769 999

LONG BEACH GARDEN HOTEL  
499/7 Moo 5, Na Kiua Soi 16  
(038) 414 616-26

SIGNATURE PATTAYA  
561 Pratumnak Hill, South Pattaya Road  
Tel. (038) 422 451-

Ms.Pornpun Settaphakorn (yin)  
Country Manager  
Glenn Defense Marine (Asia) Co Ltd

(b) (6)  
(b) (6)

PROSECUTION EXHIBIT FOR ID  
OFFERED PG 131 ADMITTED PG 132  
PAGE 4 OF PAGES



[Redacted]

m: Neil <(b) (6)>  
Sent: Thursday, February 24, 2011 21:42  
To: 'Ware, Brian T. CWO2 (LCC-19)'  
Cc: (b) (6)  
Subject: RE: RE: RE: Whats up Neil

Bruddah, I was wandering when you were going to submit the food order for Sepangar and Port Klang? We're getting close to port calls and wanted to make sure you get everything.

Btw, we've got you covered in KK. Randall will send you the details shortly. Lenny will show you around in KK to some of the good places as well. He's our local FUN Boss in KK!!

Take care

Neil Peterson  
General Manager, Worldwide Operations  
Glenn Defense Marine (ASIA) Pte. Ltd.

(b) (6)

-----Original Message-----

From: Ware, Brian T. CWO2 (LCC-19) (b) (6)  
Sent: Thursday, 24 February, 2011 5:42 PM  
To: Neil  
Subject: RE: RE: RE: RE: Whats up Neil

Well,

I am on my way brother...

HK was not good and didn't have much fun!

Hopefully my next port will be better. Hope you can take care of me, someone to show me around, cell phone and a nice hotel with Internet..

We plan on putting in an order soon also...

Who is my point of contact in Spangar...

Hope you can take care of me....

F5U

PROSECUTION EXHIBIT 8 FORTD  
OFFERED PG 131 ADMITTED PG 132  
PAGE 1 OF PAGES 1  
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[Redacted]

m: yin (b) (6)  
Sent: Friday, April 20, 2012 8:58  
To: 'mink'; 'warutra'  
Subject: FW: Hello...VN

Mink

Prepare 1 x additional cellphone with top up loaded for FSO , this is separate from ship's request so put this aside.

thks

-----Original Message-----

From: Ware, Brian T. CWO3 (LCC-19) [(b) (6)]  
Sent: Friday, April 20, 2012 7:12 PM  
To: yin  
Subject: RE: Hello...VN

Thanks for the email..

Just a nice hotel from 23 to 26 Apr..

A driver to get me around and a cell phone...

...anks for everything!

V/r  
CW03 BRIAN "CHOW-BOSS" WARE, MS/AJS  
MCFE, CPM, CHM, CHS  
FOOD SERVICE OFFICER  
S2/S5 DIVO

2010 Captain Edward F. NEY Award Winner (Large Afloat)  
2011 Captain Edward F. NEY Award Winner (Large Afloat)

"Will Do - Can Do - Glad To"

-----Original Message-----

From: yin [(b) (6)]  
Sent: Friday, April 20, 2012 8:11 PM  
To: Ware, Brian T. CWO3 (LCC-19)  
Subject: Hello...VN

ian,

It's yin here. You are pulling in next few days. I heard from Neil and would like to see you on your plan in Da Nang?

PROSECUTION EXHIBIT  
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PROSECUTION EXHIBIT 9 FORHD  
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000025

2

(b) (6)

Or e-mail is fine.  
Yln



(b) (6)

[Redacted]

(b) (6)

**From:** Nguyen Thi Phuong Trinh (b) (6)  
**Sent:** Saturday, April 21, 2012 3:28  
**To:** Nguyen Thi Phuong Trinh; warutra: 'Nguyen Thanh Liem'  
**Cc:** (b) (6)  
**Subject:** RE: Private additional request

Ms. Yin/Belle,

Here is booking confirmation for Mr. Brian Ware.

Regards,

Trinh

Dear Ms. Trinh oi,

Thank you for your email. Further to your request, we are pleased to confirm your booking as below:

Confirmation number : # 118605  
Guest name: Mr. Brian Ware (1 pax)  
Check-in: 23 Apr. 2012  
Check-out: 26 Apr.2012 (03 nights)  
Room type: 01 Single Superior room  
Breakfast: included in the room rate  
Payment: Ms. Nguyen Thi Phuong Trinh from SaiGon Shipping Services & Travel JSC will pay for all room expenses in cash at reception (except incidental charges) of this booking on 24 April, 2012 before guest check-out.  
Cancellation/No-show: as contract  
MORNING

AFTERNOON

EVENING

We are looking forward to welcoming your valued guests to our resort soon.  
If we can be of any further assistance, please do not hesitate to contact us again.  
Kind regards,

-----Original Message-----

From: "(b) (6)"

To: "warutra" (b) (6)

Cc: y (b) (6)

Date: Sat, 21 Apr 2012 10:40:23 +0700

Subject: RE: Private additional request

"Nguyen Thanh Liem" (b) (6)

Ms.Belle,

Here's sedan details of Mr.Brian :Vehicle no (b) (6) Cellphone no. (b) (6) Driver's name: Dinh Van  
Dung.

Warm regards,

Trinh

-----Original Message-----

From: warutra <(b) (6)>

To: 'Nguyen Thi Phuong Trinh' <(b) (6)>

'Nguyen Thanh Liem'

<(b) (6)>

Cc: (b) (6)

Date: Sat, 21 Apr 2012 10:19:40 +0700

Subject: RE: Private additional request

Dear Trinh,

Once you have the detail of sedan and driver, please revert to us.

Thank you and regards,

Belle

From: Nguyen Thi Phuong Trinh [mailto:(b) (6)]

Sent: Friday, April 20, 2012 9:49 PM

To: yin; 'Nguyen Thanh Liem'

Cc: 'warutra'; 'mink'

Subject: Re: Private additional request

Dear Yin,

Well received your requirement and noted.

We confirm to arrange accordingly.

Here is the website for his reference.

http://www.lifestyle-resort-danang.com/default-en.html <http://www.lifestyle-resort-danang.com/default-en.html>

Thank you and best regards,

Trinh NGUYEN THI PHUONG (Ms)

Mob: (b) (6)

PROSHIPSER JSC  
SaiGon Shipping Services & Travel JSC

Address: (b) (6)  
Tel: (b) (6)  
Fax: (b) (6)  
Email: (b) (6)  
Website: (b) (6)

-----Original Message-----

From: yin <(b) (6)>  
To: 'Nguyen Thanh Liem' <(b) (6)>  
Cc: 'warutra' <(b) (6)>  
Date: Fri, 20 Apr 2012 19:57:35 +0700  
Subject: Private additional request  
Mr.Liem/Trinh

Can you recommend nice hotel for our guest to stay in Da Nang?

Our budget is 150USD/night with Breakfast\* but we need a very good hotel by the beach. This room for 1 person, big room big bed nice view.  
(NOTE : We will not pay for his own consumption at the hotel such as his meals and minibar)

Please provide us the hotel name or website to pass to the guest.

Name : Mr.Brian Ware  
Check in 23 APR 12  
Check out 26 APR 12

We also need 1 x sedan (normal) with English speaking driver to go with him from 23 APR 12, please have the car at pier ready by 1200hrs. and daily service to Mr.Brian.

The costs on this will be on us (GDMA)

Thankyou

VR,

Ms.Pornpun Settaphakorn (YIN)



General Manager

Glenn Defense ~~ine~~ (Asia) Co Ltd.

(b) (6)  
(b) (6)

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**From:** Priska Yohana  
**Sent:** Monday, June 04, 2012 2:39  
**To:** Prasasti Paramita  
**Cc:** Mariana Herawati; Lucky Sutanti; Imran Harahap  
**Subject:** Shangrila Payment

Dear Ms. Mitha,

for your info about the Shangrila Payment :

Reservation No : 1933893  
On behalf : Mr. Matt Deraps  
Reserv Day : 2 days/night (12 May - 14 May 2012)  
Total : IDR 3,038,310.00

It's already paid by Mr. Deraps Credit Card and they will refund the payment to Mr. Deraps if we already pay to them..

Shangrila PIC :  
Ms. Fika (Credit and Bills Department) (b) (6)

Thanks for your help, and sorry for this inconvenience..

Thanks and Best Regards,

Priska Yohana Rebecca  
Operation Executive  
PT. Glenn Nusa Marine Indonesia

(b) (6)

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---

**From:** Lucky Sutanti  
**Sent:** Monday, June 04, 2012 10:33 AM  
**To:** Imran Harahap; Prasasti Paramita; Priska Yohana  
**Cc:** Mariana Herawati  
**Subject:** FW: Help

Imran/Mita,

Need you guys favor on the below issue. Please visit Shangrila and cancelled FSO payment and we pay directly to the hotel by today.

Give me a call if you need my clarification

Break

Priska, please transfer the money back to the company.

You need to inform to the person that give you an order or let me know if you are not sure with the order but do not keep silent.

This is embarrassing for our company image, please do informing any tasking that you received from your superior if you are not sure or cant do the task.

Thank you.

v/r

Lucky Sutanti

Country Manager, Indonesia and Timor Leste PT. Glenn Nusa Marine Indonesia Indonesia Cell Phone (b) (6)  
Timor Leste Cell Phone (b) (6)

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-----Original Message-----

From: Neil Peterson [(b) (6)]  
Sent: Monday, June 04, 2012 9:08 AM  
To: Lucky Sutanti  
Cc: Ware, Brian T. CWO3 (LCC-19)  
Subject: Re: Help

Lucky,

Why was FSO's guest charged for the hotel room in Jakarta? I told you that room charges were to be paid for by GDMA. Just like FSO's rooms. Can you please sort this out now and inform the hotel to cancel the charges to Mr. DeRaps room.

Im very disappointed the Hotel has charged his room. This is unsat. Inform the Hotel GM we will not recommend the Shangri-la to future USN ships if they don't sort this out. We want a full refund and complimentary stay at their branch hotel in Tokyo. Complimentary stay for 2 pax, 2 rooms. ;-)

Keep me updated please.

Neil Peterson

Assistant Vice President - Global Operations Glenn Defense Marine (Asia) Pte. Ltd.

(b) (6)



(b) (6)

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On 31/5/12 8:00 AM, "Ware, Brian T. CWO3 (LCC-19)"

<(b) (6)> wrote:

>Neil.

>

>I need some help. Remember when I needed that room from for my friend

>SHANGRI-LA in JAKARTA for one day (Matt Deraps). Well they charged his

>credit card for the room in the amount of (\$329.18).

>

>He called and said Glen Marine was the company but the charge is still

>on his card.

>

>Can you help me on this??

>

>

>

>Close Transaction Details

>

>

>

>Account Number

(b) (6)

>

>Original Description

>

>SHANGRI-LA JAKARTA

>

>Amount

>

>(\$329.18)

>

>Trans. Type

>

>DEBIT

>

>Posted Date

>

>May 15,2012  
>  
>Trans. Date  
>  
>May 14,2012  
>  
>  
>V/r  
>CW03 BRIAN "CHOW-BOSS" WARE, MS/AJS  
>MCFE, CPM, CHM, CHS  
>FOOD SERVICE OFFICER  
>S2/S5 DIVO  
>  
>2010 Captain Edward F. NEY Award Winner (Large Afloat)  
>2011 Captain Edward F. NEY Award Winner (Large Afloat)  
>  
>"Will Do - Can Do - Glad To"  
>  
>  
>  
>-----Original Message-----  
>From: Deraps, Matthew O. LTJG (ADPO LCC-19)  
>Sent: Thursday, May 24, 2012 1:51 PM  
>To: Ware, Brian T. CWO3 (LCC-19)  
>Subject: RE: Help  
>  
>B,  
> Any word from Niel, that shit is still on my card. Thanks bro.  
>  
>v/r,  
>LTJG Matthew DeRaps  
>USS BLUE RIDGE (LCC 19)  
>Communications Department  
>CI Division Officer (ADPO)  
>  
>"SURSUM AB ORDINE"  
>  
>-----Original Message-----  
>From: Ware, Brian T. CWO3 (LCC-19)  
>Sent: Friday, May 18, 2012 1:27 PM  
>To: Deraps, Matthew O. LTJG (ADPO LCC-19)  
>Subject: RE: Help  
>  
>I will email Neil and get that put back on your card borther...  
>  
>  
>  
>V/r  
>  
>CW03 BRIAN "CHOW-BOSS" WARE, MS/AJS  
>  
>MCFE, CPM, CHM, CHS







**Web Sawadee Public Company Limited**  
 888/124 120, 125 Ploenchit Road, Mahatun Plaza Bldg., 12th fl.  
 Lumpinee, Patumwan, Bangkok 10330.  
 Tel.: 02-674-5555 Fax: 02-674-5544  
 e-mail: office@web.co.th



**RESERVATION FORM**

**Pattaya Discovery Beach Hotel**  
 489 North Pattaya, Pattaya Beach Road,  
 Banglamung Chonburi 20260  
 Tel.: 02-932-2372 mon-sat./038 413833  
 Fax: rsvn@pattayadiscoverybeach.com

Date: 09-May-2012  
 Booking No.: 2050910.1420  
 Location ID: pattayadiscovery  
 638210 pattaya

**Attn.: Reservation Department**

Please: ( ) Confirmation / ยืนยัน ( ) Amendment / เปลี่ยนแปลง ( ) Cancellation / ยกเลิก

<b>Guest name:</b> MR.BRIAN WARE (Thailand)	2 adults (0 child.)
<b>Date of arrival:</b> 25-May-2012	<b>Total:</b> 1 room(s) 3 night(s)
<b>Date of departure:</b> 28-May-2012	
<b>Pickup service:</b> -,- Flight details:	<b>Total as CONTRACT:</b> 8,118.00 Baht
<b>Provided by:</b>	

รายละเอียด Booking details: 1x Deluxe Seaview w/BF  
 Minimum 2 Nights  
 ( King size bed on request )



Other requests: \*\* request for non-smoking room \*\*

**เงื่อนไขการชำระเงิน / Term & Payment condition:**

**\*\* Booking valid for above name of guest ONLY. Please verify ID/Passport/CC upon check-in \*\***

- ถูกหักจากราคาส่วนหน้า บาท ส่วนที่เหลือ  ชำระเมื่อเข้าพักหรือเช็คเอาท์ Baht to be paid by guest at hotel.
- Web Sawadee จะโอนจำนวนเงินทั้งหมด บาทให้กับทางโรงแรมตามกำหนดในสัญญา  Web Sawadee PLC pay full amount 8,118.00 Baht to hotel as per contract condition.

Booked by: Kim

Web Sawadee Plc / SamuiNET Travel  
 Tel.: (02) 674 5555, 255 3105-7  
 FAX: (02) 674 55 44, 255 3108-9

ผู้รับมอบอำนาจ (สำหรับโรงแรม)  
 Accepted & Confirmed by: \_\_\_\_\_  
 ( \_\_\_\_\_ )  
 วันที่ Date: \_\_\_\_\_ โทร Tel.: \_\_\_\_\_

**Kindly return the above fax to our office soonest. Fax No. (02) 674-5544**

**Bangkok Office**  
 Mahatun Plaza Bldg., 12th floor  
 124 Ploenchit Road, Lumpinee  
 Jmwan, Bangkok 10330  
 Tel.: 02-255 3105-7, 02-674 5555 (30 lines)  
 Fax: 02-255 3108-9, 02-674 5544 (4 lines)



**Koh Samui Office**  
 IT Complex Samui Bldg.  
 142/17 Moo 4, T.Maret  
 Koh Samui, Suratthani 84310  
 NEW: Tel.: 077-429999, 458000  
 Fax: 077-429942, 230690

PROSECUTION EXHIBIT 12 FOR ID OFFERED PG 131 ADMITTED PG 132 PAGE 1 OF PAGES 1

[Redacted]

**From:** (b) (6)  
**Sent:** Thursday, May 10, 2012 22:59  
**To:** Ware, Brian T. CWO3 (LCC-19)  
**Cc:** warutra; mink  
**Subject:** Re: Booking no. 2050910.1420 on May, 25-28 2012 MR.BRIAN WARE

Hi Brian

This is good and recommended as it is easy access to all facilities.

We have paid all for the booking due to high in seasons.

Hope you enjoy your stay.

Thank you

-----Original Message-----

**From:** Ware, Brian T. CWO3 (LCC-19)  
**To:** yin  
**Cc:** warutra  
**Cc:** mink  
**Subject:** RE: Booking no. 2050910.1420 on May, 25-28 2012 MR.BRIAN WARE  
**Sent:** May 11, 2012 9:02 AM

...

Do you know if this is the same one I had last time? I like the one last time because it was away for the sailors and drop off stop and buses.

The privacy was nice...

Thanks...

V/r

CWO3 BRIAN "CHOW-BOSS" WARE, MS/AJS  
MCFE, CPFM, CHM, CHS  
FOOD SERVICE OFFICER  
S2/S5 DIVO

2010 Captain Edward F. NEY Award Winner (Large Afloat)  
2011 Captain Edward F. NEY Award Winner (Large Afloat)

"Will Do - Can Do - Glad To"

-----Original Message-----

**From:** yin [mailto:(b) (6)]

PROSECUTION EXHIBIT 13  
OFFERED PG 131 ADMITTED PG 132  
PAGE 1 OF PAGES 3

Sent: Wednesday, May 09, 2012 6:05 PM

To: Ware, Brian T. CWO3 (LCC-19)

Cc: 'warutra'; 'mink'

Subject: FW: Booking no. 2050910.14 [REDACTED] May, 25-28 2012 MR.BRIAN WARE

Hi Brian

We have made the hotel booking for you in Pattaya (at Discovery Beach Hotel, Pattaya)

This is recommended due to its best prime location and easy access.

Please keep this for your checking in.

We will arrange you the sim card and the car when you arrive in port.

Thank you

Vr

Yin

VR,

Ms.Pornpun Settaphakorn (yin)  
General Manager  
Glenn Defense Marine (Asia) Co Ltd.

(b) (6)



(b) (6)

PROSECUTION EXHIBIT 13 FORTD  
OFFERED PG 13/ ADMITTED PG 132  
PAGE 2 OF PAGES 2

[Redacted]

From: (b) (6)  
Sent: Saturday, May 19, 2012 22:27  
To: Ware, Brian T. CWO3 (LCC-19); Yin  
Cc: (b) (6)  
Subject: RE: RE: FSO

Yin, ask Nui to go on the show. Wear a glenn marine t-shirt!!

Vr

Neil Peterson  
General Manager, Worldwide Operations  
Glenn Defense Marine (ASIA) Pte. Ltd.

(b) (6)

-----Original Message-----

From: "Ware, Brian T. CWO3 (LCC-19)" (b) (6)  
Date: Sun, 20 May 2012 09:06:38

Y (b) (6)  
(b) (6), Neil Peterson (b) (6)  
Subject: RE: RE: FSO

Thanks, we could pull in on 24May (maybe) so if so, hopefully I can have a room that night on 24 May...

I just want to make sure I can leave around 5pm on 28 May form Bangkok hotel and then head back to my hotel in Pattaya.

Yin, do you (or one of your team) want to be my guest on the IRON CHEF TV show? I would love to have you or your team with me.

Let me know and I will give a "SHOT-OUT" to Glenn Marine and your team LIVE on Bangkok TV!

If you could forward me the confirmation for Bangkok, that would be great!  
Thanks again Mrs. Yin!

Discovery Beach Hotel is my hotel in Pattaya correct?

V/r  
CWO3 BRIAN "CHOW-BOSS" WARE, MS/AJS  
MCFE, CPM, CHM, CHS  
ID SERVICE OFFICER  
2/SS DIVO

PROSECUTION EXHIBIT K-1 FOR ID  
OFFERED PG 131 ADMITTED PG 132  
PAGE 1 OF PAGES

2010 Captain Edward F. NEY Award Winner (Large Afloat)  
2011 Captain Edward F. NEY Award Winner (Large Afloat)

"Will Do - Can Do - Glad To"

-----Original Message-----

From: yin [(b) (6)]  
Sent: Sunday, May 20, 2012 7:57 AM  
To: Ware, Brian T. CWO3 (LCC-19)  
Cc: [(b) (6)]; 'Neil Peterson'; 'Nuansaeng (Nui)'  
Subject: RE: FSO

Hi Brian,

After check, best plan is for you to stay in the city and then, leave on express highway early to the studio, as near by studio is not many hotels even it is closer to the studio but it is still can be caught in bad traffic.

So, recommend you to stay in the city, leave a bit early to avoid heavy traffic in the city to leave on express way to the studio. Let's us know your time schedule in BKK so, your driver can plan in advance.

We have arranged you a driver who will support you in Pattaya and BKK as well.

The hotel recommended for BKK will be JW Marriott.

I will make the booking for you on 26 - 28 MAY

We will provide Thai simcard when you get to Thailand. You can still use the phone you have now with this sim. We will collect the phone back before you leave Thailand.

Thank you

-----Original Message-----

From: Ware, Brian T. CWO3 (LCC-19) [mailto: (b) (6)]  
Sent: Saturday, May 19, 2012 7:25 PM  
To: yin  
Cc: (b) (6)  
Subject: RE: FSO

The studio locates on Sukhapibarn 3 road, soi 164.

V/r  
CWO3 BRIAN "CHOW-BOSS" WARE, MS/AJS  
MCFE, CPFM, CHM, CHS  
FOOD SERVICE OFFICER  
S2/S5 DIVO

2010 Captain Edward F. NEY Award Winner (Large Afloat)  
1 Captain Edward F. NEY Award Winner (Large Afloat)

"Will Do - Can Do - Glad To"



---Original Message---

From: yin [(b) (6)]  
Sent: Saturday, May 19, 2012 3:50 PM  
To: Ware, Brian T. CWO3 (LCC-19)  
Cc: (b) (6)  
Subject: RE: FSO

Hi Brian,

Noted.

Belle will assist you on the arrangement on your plan.

Thank you

From: Ware, Brian T. CWO3 (LCC-19) [mailto:(b) (6)]  
Sent: Saturday, May 19, 2012 3:31 PM  
To: Pornpun Settaphakorn (Khun Yin)  
Subject: FSO

Yin,

Here is the breakdown for my stay.....

25-29 MAY - room for Pattaya - Driver

26-28 MAY - room in Bangkok - driver - not checkout until 5pm on 28 May...

I will leave all my stuff in my room in Pattaya so I don't have to come back to the ship. We come back at 6pm on 28 MAY and I go back to my room in Pattaya.

I can get my phone when I get there....

I am still waiting for the studio location but the Marriott Neil said would be fine, he said it's the BEST one in Bangkok !

Thanks, once you book the room let me know so I can let my cooks know where I will be at..

V/r

CW03 BRIAN "CHOW-BOSS" WARE, MS/AJS

MCFE, CPFM, CHM, CHS

FOOD SERVICE OFFICER

S2/S5 DIVO

10 Captain Edward F. NEY Award Winner (Large Afloat)

11 Captain Edward F. NEY Award Winner (Large Afloat)

"Will Do - Can Do - Glad To"

To: [Leonard G.](#)  
Subject: FW: Timesoft Dongle  
Date: Tuesday, June 05, 2012 0:45:29

---

Hi Boss

Just to update you that, if acceptable by vendor, I will be using the corporate card to pay for the (payroll) Timesoft Dongle replacement for Umeeta. It's \$160.50. The old dongle is not functional well with the current CPU after a recent breakdown.

Btw I have records of the 2 credit card usage that were not related to my work :-

1. 17 & 18 May - Park Hotel for Neil's guest Mr Brian Ware, USS Blue Ridge. (Use my card as Ops has exceeded credit limit for other corp card)
2. 29 May - Ritz for Mr Michael Francis (Alex requested Idah to process, same reason as above)

I will also be purchasing pantry items tomorrow, using NTUC vouchers for June supply only. In fact, it will be better to purchase monthly stock from supermarket so that we can manage the supply and budget. Also, the prices quoted by vendor include delivery charge. I will train Premah and Umeeta to shop for pantry based on budget given, and they will continue this routine job after that.

I would like to save time battling with Finance about payment. Either way payment still have to be made for necessary items with your approval, whether through invoice or credit card.

FYI & regards

Yati Moktar

HR Manager

From: Frances Chan

Sent: Tuesday, June 05, 2012 12:18 PM



To: Neo Siew Kim; Umeeta Pand

Cc: San Min Oo; Richard Ng; Norhayati Bte Mohamed Moktar

Subject: RE: Times Software Dongle

Dear Siew Khim,

You have no budget at the moment.

Thanks and regards,

Frances Chan

Financial Controller, Singapore

Glenn Defense Marine (Asia) Pte Ltd

**(b) (6)**

Tel: **(b) (6)**

Fax: **(b) (6)**

Mobile: **(b) (6)**

Email: **(b) (6)**

Web: **(b) (6)**

From: Neo Siew Kim

Sent: Tuesday, June 05, 2012 12:01 PM

To: Umeeta Pandey

Cc: Frances Chan; San Min Oo; Richard Ng; Norhayati Bte Mohamed Moktar

Subject: RE: Times Software Dongle

Dear Umeeta,

When do you need a check? We need to arrange the check for signing.

Regards,

Siew Khim

---

From: Umeeta Pandey

Sent: Tuesday, June 05, 2012 10:42 AM

To: Neo Siew Kim

Cc: Frances Chan; San Min Oo; Richard Ng; Norhayati Bte Mohamed Moktar

Subject: Times Software Dongle

Dear Siew Khim,

As spoken, my Times Software Dongle (USB) has to be exchanged for a new one that is compatible with my current CPU. San has already liaised with the vendor and in order to get my dongle exchanged, payment has to be made upon collection of the good, via either cheque or cash.

Currently I'm sharing dongle with [redacted] and we both need to use the Times Software [redacted].

Appreciate if you could expedite on this and advice me on the payment so that San can arrange a date with the vendor.

The amount is SGD 160.50. I will pass you the invoice in a while.

Thank you so much

Best Regards

Umeeta Pandey

HR Executive

Glenn Defense Marine (Asia) Pte Ltd

(b) (6)

Email: (b) (6)

Web : [www.glennmarinegroup.com](http://www.glennmarinegroup.com)

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To: "Ware, Brian T." (LCC-19); Cho Ahra; Steve Kim  
Cc: Neil Peterson  
Subject: RE: Thanks..  
Date: Friday, August 31, 2012 23:24:38

---

Dear CWO3 Ware

It was our pleasure to serve you and we hope we will see you soon.

Von voyage and take care.

Thank you.

Best regards  
Sung Hee Park  
Operations Executive, Korea  
Glenn Defense Marine (Korea) Ltd

(b) (6)

Web: [www.glennmarinrgroup.com](http://www.glennmarinrgroup.com)

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-----Original Message-----

From: Ware, Brian T. CWO3 (LCC-19) (b) (6)  
Sent: Saturday, September 01, 2012 8:21 AM  
To: spark; Cho Ahra; Steve Kim  
Cc: Neil Peterson  
Subject: Thanks..

Miss Park and Korea Team.....

Thanks for the great service in our last 3 ports in Korea for me and my foodservice team!

The receiving of stores was PERFECT and on time!

You guys were always there and it was an overall success.

For me personally, the best customer service I have had this year!!!!!!

I leave the USS BLUE RIDGE in December BUT I will be the new FSO on the USS GEORGE WASHINGTON so I know we will work together again for the next 3 years!

Break,

Neil,

GREAT SERVICE here and thanks for all you do for me and my foodservice team!



Just seeing if you got my email [redacted] tomorrow and Friday...

Thanks,,

V/r  
CW03 BRIAN "CHOW-BOSS" WARE, MS/AJS  
MCFE, CPFM, CHM, CHS  
FOOD SERVICE OFFICER  
S2/S5 DIVO

2010 Captain Edward F. NEY Award Winner (Large Afloat)  
2011 Captain Edward F. NEY Award Winner (Large Afloat)

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-----Original Message-----

From: Ware, Brian T. CWO3 (LCC-19)  
Sent: Monday, August 27, 2012 2:26 PM  
To: 'spark'  
Cc: 'Steve Kim'; 'Cho Ahra'; Neil Peterson  
Subject: RE: RE: RE: RE: RE: RE: RE: RE: RE: RE: RE: RE: RE: Hotel Reservation

Hello All,

Just seeing if I can get a hotel and driver for our last port...

A room for Thursday and Friday night would be great, internet and two beds!

Thanks again for the support!

V/r  
CW03 BRIAN "CHOW-BOSS" WARE, MS/AJS  
MCFE, CPFM, CHM, CHS  
FOOD SERVICE OFFICER  
S2/S5 DIVO

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-----Original Message-----

From: spark [mailto:(b) (6)]





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-----Original Message-----

From: spark [mailto:(b) (6)]  
Sent: Friday, August 24, 2012 1:40 PM  
To: Ware, Brian T. CWO3 (LCC-19)  
Cc: 'Steve Kim'; 'Cho Ahra'  
Subject: RE: RE: RE: RE: RE: RE: RE: RE: RE: RE: RE: Hotel Reservation

Dear CWO3 Ware

The bus stop for liberty buses and air force base are very close.

The hotel from Osan to base and shopping center should take about 30 mins to 1 hr.

If you have other inquires or questions, pls let me know.

Thank you.

Best regards  
Sung Hee Park  
Operations Executive, Korea  
Glenn Defense Marine (Korea) Ltd

(b) (6)

Web: [www.glenmarinrgroup.com](http://www.glenmarinrgroup.com)

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-----Original Message-----

From: Ware, Brian T. CWO3 (LCC-19) (b) (6)  
Sent: Friday, August 24, 2012 1:32 PM  
To: spark  
Cc: Steve Kim; Cho Ahra  
Subject: RE: RE: RE: RE: RE: RE: RE: RE: RE: RE: RE: Hotel Reservation

I mean how far is the hotel from the Osan Military base and downtown shopping where the bus drops everyone off. I hope we are close to that?

V/r  
CW03 BRIAN "CHOW-BOSS" WARE, MS/AJS  
MCFE, CPFM, CHM, CHS

FOOD SERVICE OFFICER  
S2/S5 DIVO

2010 Captain Edward F. NEY Award Winner (Large Afloat)  
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-----Original Message-----

From: spark [mailto:(b) (6)]  
Sent: Friday, August 24, 2012 1:30 PM  
To: Ware, Brian T. CWO3 (LCC-19)  
Cc: 'Neil Peterson'; 'Steve Kim'; 'Cho Ahra'  
Subject: RE: RE: RE: RE: RE: RE: RE: RE: RE: RE: Hotel Reservation

Dear CWO3 Ware

Good afternoon.

Thank you for your lunch and other food. It was so delicious and we really appreciate for your kindness.

Your room has been booked (one room with 2 beds with 2 complimentary breakfast).

The hotel called as 'Luxury Tourist Hotel' (럭셔리관광호텔) and address is KyoungKi Osansi Wondong 765-27 (경기 오산시 원동 765-27).

The distance from base to hotel should be about 1 hr and half.

Thank you.

Best regards  
Sung Hee Park  
Operations Executive, Korea  
Glenn Defense Marine (Korea) Ltd

(b) (6)

Web: www.glennmarinrgroup.com

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-----Original Message-----

From: Ware, Brian T. CWO3 (LCC-19) [mailto:(b) (6)]  
Sent: Friday, August 24, 2012 11:32 AM



To: Sung Hee Park  
Cc: Neil Peterson; Steve Kim; Cho Ahra  
Subject: RE: RE: RE: RE: RE: RE: RE: RE: RE: RE: RE: RE: Hotel Reservation

CO just made an announcement that overnight is authorized for tonight only.

Is there a way a can get that room with 2 beds for tonight?

Thanks...

V/r  
CW03 BRIAN "CHOW-BOSS" WARE, MS/AJS  
MCFE, CPM, CHM, CHS  
FOOD SERVICE OFFICER  
S2/S5 DIVO

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-----Original Message-----

From: Sung Hee Park [mailto:(b) (6)]  
Sent: Friday, August 24, 2012 7:59 AM  
To: Ware, Brian T. CWO3 (LCC-19)  
Cc: Neil Peterson; Steve Kim; Cho Ahra  
Subject: RE: RE: RE: RE: RE: RE: RE: RE: RE: Hotel Reservation

Dear CWO3 Ware

There will be no sign on the window so pls come and find us for your vehicle.

Looking forward to meeting you soon.

Thank you.

Best regards  
Sung Hee Park  
Operations Executive, Korea  
Glenn Defense Marine (Korea) Ltd

(b) (6)

Web: www.glennmarinrgroup.com



From : Ware, Brian T. CWO3 (LCC-19)  
To : Sung Hee Park;  
Cc : Neil Peterson; Steve Kim; Cho Ahra; Subject : RE: RE: RE: RE: RE: RE: RE: RE: Hotel Reservation

Oaky, just don't put my name in the window...

Come find me and I will treat everyone for lunch!

V/r  
CW03 BRIAN "CHOW-BOSS" WARE, MS/AJS  
MCFE, CPM, CHM, CHS  
FOOD SERVICE OFFICER  
S2/S5 DIVO

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-----Original Message-----

From: Sung Hee Park [mailto:(b) (6)]  
Sent: Friday, August 24, 2012 7:52 AM  
To: Ware, Brian T. CWO3 (LCC-19)  
Cc: Neil Peterson; Steve Kim; Cho Ahra  
Subject: RE: RE: RE: RE: RE: RE: RE: RE: Hotel Reservation

Dear CWO3 Ware

We will stand by your vehicle upon your arrival.

Thank you and see you soon.

Best regards  
Sung Hee Park  
Operations Executive, Korea  
Glenn Defense Marine (Korea) Ltd

(b) (6)

Web: www.glenmarinrgroup.com

From : Ware, Brian T. CWO3 (LCC-19)  
To : Sung Hee Park;  
Cc : Neil Peterson; Steve Kim; Cho Ahra; Subject : RE: RE: RE: RE: RE: RE: Hotel Reservation

When we pull, who would I talk to today...

I will let them know when to take us and pick us up.

Thanks again for the support.

Come see me for lunch today for all your guys!

V/r  
CW03 BRIAN "CHOW-BOSS" WARE, MS/AJS  
MCFE, CPM, CHM, CHS  
FOOD SERVICE OFFICER  
S2/S5 DIVO

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-----Original Message-----

From: Sung Hee Park [mailto:**(b) (6)**]  
Sent: Friday, August 24, 2012 7:41 AM  
To: Ware, Brian T. CWO3 (LCC-19)  
Cc: Neil Peterson; Steve Kim; Cho Ahra  
Subject: RE: RE: RE: RE: RE: Hotel Reservation

Dear CWO3 Ware

We will arrange the vehicle just for today.

Pls advise w/ pick up time.

Thank you.

Best regards  
Sung Hee Park  
Operations Executive, Korea

Glenn Defense Marine (Korea) Ltd

(b) (6)

Web: www.glennmarinrgroup.com

---

From : Ware, Brian T. CWO3 (LCC-19)  
To : Sung Hee Park;  
Cc : Neil Peterson; Steve Kim; Cho Ahra; Subject : RE: RE: RE: RE: Hotel Reservation

I talked to Neil about getting a driver for today, is that possible...

V/r  
CW03 BRIAN "CHOW-BOSS" WARE, MS/AJS  
MCFE, CPM, CHM, CHS  
FOOD SERVICE OFFICER  
S2/S5 DIVO

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-----Original Message-----

From: Sung Hee Park [(b) (6)]  
Sent: Friday, August 24, 2012 7:26 AM  
To: Ware, Brian T. CWO3 (LCC-19)  
Cc: Neil Peterson; Steve Kim; Cho Ahra  
Subject: RE: RE: RE: Hotel Reservation

Dear CWO3 Ware

Good morning.

Your hotel reservation has been cancelled and apology for late response.

Thank yoy.

Best regards  
Sung Hee Park  
Operations Executive, Korea  
Glenn Defense Marine (Korea) Ltd

(b) (6)

Web: www.glenmarinrgroup.com

---

From : Ware, Brian T. CWO3 (LCC-19)  
To : Sung Hee Park;  
Cc : Neil Peterson; Steve Kim; Cho Ahra; Subject : RE: RE: Hotel Reservation

I am just seeing if you got my mail about no hotel because we only have liberty today until 2359.

Seeing about a driver today until 2359 for Osan,...

Thanks please let me know the soonest!

V/r  
CW03 BRIAN "CHOW-BOSS" WARE, MS/AJS  
MCFE, CPFM, CHM, CHS  
FOOD SERVICE OFFICER  
S2/S5 DIVO

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-----Original Message-----

From: Ware, Brian T. CWO3 (LCC-19)  
Sent: Thursday, August 23, 2012 5:31 PM  
To: 'spark'  
Cc: 'Neil Peterson'; (b) (6); 'ahra'  
Subject: RE: RE: Hotel Reservation

All,

Not sure if you heard, only there one day and no OVERNIGHT....storm coming DAMN!

Thanks for the assistance.....maybe Chinnane...

Is there is a driver that could take us out to Bussan for our one night of liberty, we have to be back by 2359 tomorrow night!

Thanks again..

V/r  
CW03 BRIAN "CHOW-BOSS" WARE, MS/AJS  
MCFE, CPFM, CHM, CHS  
FOOD SERVICE OFFICER  
S2/S5 DIVO



2010 Captain Edward F. NEY Award Winner (Large Afloat)  
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-----Original Message-----

From: spark [mailto:(b) (6)]  
Sent: Wednesday, August 22, 2012 6:10 PM  
To: Ware, Brian T. CWO3 (LCC-19)  
Cc: 'Neil Peterson'; (b) (6) 'ahra'  
Subject: RE: Hotel Reservation

Dear CWO3 Ware

I will go ahead with your hotel reservation if there are no problems.

Thank you.

Best regards  
Sung Hee Park  
Operations Executive, Korea  
Glenn Defense Marine (Korea) Ltd

(b) (6)

Web: www.glennmarinrgroup.com

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Thank  
you.

-----Original Message-----

From: Ware, Brian T. CWO3 (LCC-19) [(b) (6)]  
Sent: Wednesday, August 22, 2012 5:55 PM  
To: spark  
Cc: Neil Peterson; (b) (6) 'ahra'  
Subject: RE: Hotel Reservation

Sounds great...

Thanks for the assistance!

V/r

CW03 BRIAN "CHOW-BOSS" WARE, MS/AJS  
MCFE, CPM, CHM, CHS  
FOOD SERVICE OFFICER  
S2/S5 DIVO

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-----Original Message-----

From: spark [mailto:(b) (6)]  
Sent: Wednesday, August 22, 2012 5:08 PM  
To: Ware, Brian T. CWO3 (LCC-19)  
Cc: Neil Peterson; (b) (6) ahra  
Subject: Hotel Reservation

Dear Mr Ware

Good afternoon. My name is Sung Hee Park from Glenn Defense Marine Korea and I will be assisting Mr Steve with your hotel reservation.

There is only 1 hotel available in Osan restrict; others are motels, called as 'Luxury Tourist Hotel'.

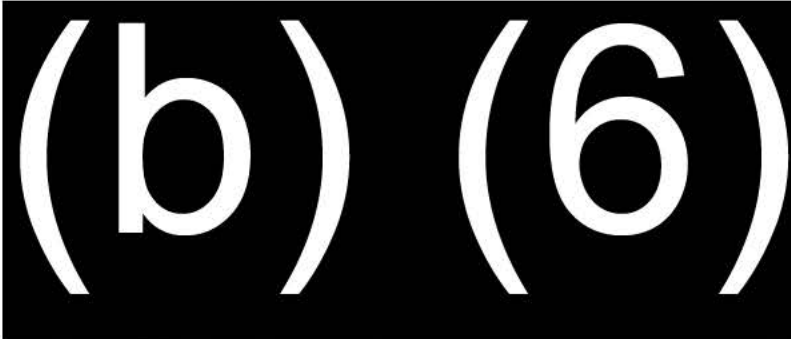
Please confirm me your check-in date is 24th Aug and check out is 27th Aug.

The room has one (1) double bed and one (1) single bed also include internet, one (1) complimentary breakfast with dry cleaning service.

Thank you.

Best regards

Sung Hee Park  
Operations Executive, Korea  
Glenn Defense Marine (Korea) Ltd



Web: [www.glenmarinrgroup.com](http://www.glenmarinrgroup.com) <<http://www.glenmarinrgroup.com/>>

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-----Original Message-----

From: spark [mailto:(b) (6)]  
Sent: Friday, August 24, 2012 2:10 PM  
To: Ware, Brian T. CWO3 (LCC-19)  
Cc: 'Steve Kim'; 'Cho Ahra'  
Subject: RE: RE: RE: RE: RE: RE: RE: RE: RE: RE: RE: RE: Hotel Reservation

Dear CWO3 Ware

I have made a new reservation that one close to air force base.

The hotel is 5 mins walk from the base and the name of hotel is 'Songtan Tourist Hotel' and address is Gyonggi-do Pyeongtaek city sinjangdong 274-190.

It is a twin bed room and with 2 breakfast included as well.

Thank you and see you soon.

Best regards  
Sung Hee Park  
Operations Executive, Korea  
Glenn Defense Marine (Korea) Ltd

(b) (6)

Web: www.glenmarinrgroup.com

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-----Original Message-----

From: Ware, Brian T. CWO3 (LCC-19) [mailto:(b) (6)]  
Sent: Friday, August 24, 2012 1:42 PM  
To: spark  
Cc: Steve Kim; Cho Ahra  
Subject: RE: RE: RE: RE: RE: RE: RE: RE: RE: RE: RE: RE: Hotel Reservation

Okay, I know I will spend most of my time on the Osan air force base and the shopping outside the main gate.

I just wanted a hotel as close as possible so we could walk...

Okay, I will be there to see you between 1500 and 1600..



To: Neil Peterson  
Subject: Hey Brother, It  
Date: Wednesday, July 03, 2013 7:17:06

---

I am off the USS BLUE RIDGE and on the USS GEORE WASHINGTON. I am at sea and will be in Australia at the end of the month. Looking for some love on a room if possible. not sure if your company is there.

I will be in your countries in our next cruise KK, HK, and others...

Hope we can work together again because the FSO always needs a nice room and transportation.

Miss you brother...

V/r  
CW03 Ware



Attachments: [smime.p7s](#)

Tony,

Just want to see if I am good for tomorrow....room, phone and hopefully a way around.

I will take care of food for you and your team while you are here.

Just need to know how many people in your team,,,

Hope I am good?

Thanks...

V/r  
Brian

-----Original Message-----

From: Tony Prescott [mailto:(b) (6)]  
Sent: Tuesday, July 23, 2013 11:51 PM  
To: Ware, Brian T. CWO3 (CVN73 FSO)  
Subject: Room Booked

Brian,

Room booked Novotel Brisbane.

See you when you arrive.

Best Regards,

Tony Prescott  
Sydney Manager  
Glenn Defense Marine (Australia) Pty Ltd (b) (6)  
(b) (6)

(b) (6)

Web: [www.glenmarinegroup.com](http://www.glenmarinegroup.com) <<http://www.glenmarinegroup.com/>>

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[-- S/MIME Signature, Name: ".p7s", Size: 5KB --]

To: [Neil Peterson](#)  
Subject: RE: Re: whats  
Date: Tuesday, July 23, 2013 20:44:55  
Attachments: [smime.p7m](#)

---

Room booked Novotel Brisbane..

Can you see if this is nice.....

Thanks...

-----Original Message-----

From: Neil Peterson (b) (6)  
Sent: Wednesday, July 24, 2013 9:53 AM  
To: Ware, Brian T. CWO3 (CVN73 FSO)  
Subject: Re: whats up!!

No worries brother. I will tell him to put in a phone as well. Where you staying at?

Btw, I got you in Malaysia as well. Now in Malaysia we're talking the full nine yards, hotel, driver, phone, personal assistant) ;-).S..

Cheers!

Neil Peterson  
Assistant Vice President - Global Operations Glenn Defense Marine (Asia)  
Pte. Ltd

(b) (6)

Web: [www.glenmmarinegroup.com](http://www.glenmmarinegroup.com)

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On 24/7/13 5:41 AM "Ware, Brian T. CWO3 (CVN73 FSO)"  
(b) (6) wrote:

>Okay, Tony emailed me the room info, just open to have transportation  
>to the hotel and back - maybe a phone...

>  
>Whatever you can do would be brother..

>  
>-----Original Message-----

>From: Neil Peterson (b) (6)  
>Sent: Tuesday, July 23, 2013 11:01 AM  
>To: Ware, Brian T. CWO3 (CVN73 FSO)  
>Subject: Re: whats up!!

>  
>I hear you brother..I got you my main man..

>  
>Btw, what dates you looking at for the hotel. Transport is going to be  
>tough as too many navy people on the pier. We wanna keep low profile.  
>Let me know dates.

>  
>Cheers!

>  
>Neil Peterson  
>Assistant Vice President - Global Operations Glenn Defense Marine  
>(Asia) Pte. Ltd.

(b) (6)

>Web: www.glennmarinegroup.com

>  
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>Thank  
>you.

>  
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>  
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>  
>  
>On 23/7/13 4:50 AM, "Ware, Brian T. CWO3 (CVN73 FSO)"  
>(b) (6) wrote:

>>To get a extra order I have to get it approved.  
>>  
>>IT GOT APPORVED and we get to Peter to be on the pier!!!!  
>>  
>>Beefing up - complete...  
>>

>>-----Original Message-----

>>From: Neil Peterson (b) (6)  
>>Sent: Thursday, July 18, 2013 4:30 PM  
>>To: Ware, Brian T. CWO3 (CVN73 FSO)



>>Subject: Re: whats up!!

>>

>>You're right. Any chance of beering the order up mate!?

>>

>>

>>

>>Neil Peterson

>>Assistant Vice President - Global Operations

>>

>>Glenn Defense Marine (Asia) Pte. Ltd.

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>>Web: [www.glenmarinegroup.com](http://www.glenmarinegroup.com) <<http://www.glenmarinegroup.com/>>

>>

>>

>>On 18 Jul, 2013, at 13:11, "Ware, Brian T. CWO3 (CVN73 FSO)"

>>(b) (6) wrote:

>>

>>

>>

>> We are going through Peter Price and I think he buys through you;

>>Glenn

>> Marine, correct?

>>

>> -----Original Message

>> From: Neil Peterson (b) (6)

>> Sent: Thursday, July 18, 2013 1:12 PM

>> To: Ware, Brian T. CWO3 (CVN73 FSO)

>> Subject: Re: whats up!!

>>

>> Brother, do you have a good food order for us in Brisbane???? Let me

>

>>know

>> dates for the hotel and transport

>>

>>

>>

>>

>> Neil Peterson

>> Assistant Vice President - Global Operations

>>

>> Glenn Defense Marine (Asia) Pte. Ltd.

>>

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>>

>>

>>





Attachments: [smime.p7s](#)

We have a RAS getting food on 27 July but I will add one more, to be on the pier for the reception on the second day....working that now...

I will let you know...

Need room/transport for each day inport if possible..

Let me work the order...

FSO

-----Original Message-----

From: Neil Peterson (b) (6)  
Sent: Thursday, July 18, 2013 4:30 PM  
To: Ware, Brian T. CWO3 (CVN73 FSO)  
Subject: Re: whats up!!

You're right. Any chance of beefing the order up mate!?

Neil Peterson  
Assistant Vice President - Global Operations

Glenn Defense Marine (Asia) Pte. Ltd.

(b) (6)

Web: [www.glennmarinegroup.com](http://www.glennmarinegroup.com) <<http://www.glennmarinegroup.com/>>

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<(b) (6)> wrote:

We are going through Peter Price and I think he buys through you;  
Glenn  
Marine, correct?

-----Original Message-----

From: Neil Peterson [[mailto:\(b\) \(6\)](mailto:(b) (6)@glennmarinegroup.com)]



Sent: Thursday, July 18, 2013 1:12 PM  
To: Ware, Brian T. CWO3 (CVN73 FSO)  
Subject: Re: whats up!!

Brother, do you have a good food order for us in Brisbane???? Let me know  
dates for the hotel and transport

Neil Peterson  
Assistant Vice President - Global Operations

Glenn Defense Marine (Asia) Pte. Ltd.

(b) (6)

Web: [www.glennmarinegroup.com](http://www.glennmarinegroup.com) <<http://www.glennmarinegroup.com>>

On 18 Jul. 2013, at 10:02, "Ware, Brian T. CWO3 (CVN73 FSO)"  
<(b) (6)> wrote:

Yea, I will be in there and always looking for transportation and lodging....there for 4 days and need some love!....

Also hitting HK, KK, and others...

Let's keep in touch....

-----Original Message-----

From: Neil Peterson [mailto:(b) (6)]  
Sent: Thursday, July 18, 2013 11:45 AM  
To: Ware, Brian T. CWO3 (CVN73 FSO)  
Subject: whats up!!

Hows it going Boss!! Great to hear from you..

Heard you're pulling into Brisbane end of the month. Let me know what I can do for you my bruddah from another mother!! Haha.

Btw, any food orders for Brisbane? Also, heard you're gonna be in Malaysia end of the year.you know what that means!!.

Cheers!

Ps. I might be in Brisbane for the pvst. Lets meet up. Take care  
my good  
friend.

Neil Peterson  
Assistant Vice President - Global Operations

Glenn Defense Marine (Asia) Pte. Ltd.

(b) (6)

Web: [www.glenmarinegroup.com](http://www.glenmarinegroup.com)

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[-- S/MIME Signature, Name: "smime.p7s", Size: 5KB --]

Attachments: [smime.p7s](#)

I putting another order in now to have on the pier for the reception...we are so full of food but I know your services are good. We also have a RAS before we get there and when we leave so I feel confident I am giving you love brother!

Hope that helps brother..

I hope I will be good there..

-----Original Message-----

From: Neil Peterson [mailto:(b) (6)]  
Sent: Thursday, July 18, 2013 4:30 PM  
To: Ware, Brian T. CWO3 (CVN73 FSO)  
Subject: Re: whats up!!

You're right. Any chance of beefing the order up mate!?

Neil Peterson  
Assistant Vice President - Global Operations

Glenn Defense Marine (Asia) Pte. Ltd.

(b) (6)

Web: [www.glenmarinegroup.com](http://www.glenmarinegroup.com) <<http://www.glenmarinegroup.com/>>

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We are going through Peter Price and I think he buys through you;  
Glenn  
Marine, correct?

-----Original Message-----

From: Neil Peterson [mailto:(b) (6)]  
Sent: Thursday, July 18, 2013 1:12 PM  
To: Ware, Brian T. CWO3 (CVN73 FSO)



Subject: Re: whats up!!

Brother, do you have a good food order for us in Brisbane???? Let me know  
dates for the hotel and transport

Neil Peterson  
Assistant Vice President - Global Operations

Glenn Defense Marine (Asia) Pte. Ltd.

(b) (6)

Web: [www.glennmarinegroup.com](http://www.glennmarinegroup.com) <<http://www.glennmarinegroup.com>>

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<(b) (6)> wrote:

Yea, I will be in there and always looking for transportation and lodging....there for 4 days and need some love!....

Also hitting HK, KK, and others...

Let's keep in touch....

-----Original Message-----

From: Neil Peterson [mailto:(b) (6)]  
Sent: Thursday, July 18, 2013 11:45 AM  
To: Ware, Brian T. CWO3 (CVN73 FSO)  
Subject: whats up!!

Hows it going Boss!! Great to hear from you..

Heard you're pulling into Brisbane end of the month. Let me know what I can do for you my bruddah from another mother!! Haha.

Btw, any food orders for Brisbane? Also, heard you're gonna be in Malaysia end of the year. you know what that means!.

Cheers!

Ps. I might be in Brisbane the pvst. Lets meet up. Take care  
my good  
friend.

Neil Peterson  
Assistant Vice President - Global Operations

Glenn Defense Marine (Asia) Pte. Ltd.

(b) (6)

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[-- S/MIME Signature, Name: "signature.p7s", Size: 5KB --]

Attachments: [smime.p7s](#)

I did a "add-on" order today to Peter for the Brisbane reception to be on the pier...plus we also have 2 RAS with him - 27 July - 3 Aug...

Hope we are good...

Hope you can assist me for my time there brother,...

Also, more business in HK, KK, and other ports in fall...

V/r  
FSO

-----Original Message-----

From: Neil Peterson (b) (6)  
Sent: Thursday, July 18, 2013 4:30 PM  
To: Ware, Brian T. CWO3 (CVN73 FSO)  
Subject: Re: whats up!!

You're right. Any chance of beefing the order up mate!?

Neil Peterson  
Assistant Vice President - Global Operations

Glenn Defense Marine (Asia) Pte. Ltd.

(b) (6)

Web: [www.glenmarinegroup.com](http://www.glenmarinegroup.com) <<http://www.glenmarinegroup.com/>>

On 18 Jul 2013 at 13:11, "Ware, Brian T. CWO3 (CVN73 FSO)"

(b) (6) wrote:

We are going through Peter Price and I think he buys through you;  
Glenn  
Marine, correct?

-----Original Message-----



From: Neil Peterson [mailto:(b) (6)]  
Sent: Thursday, July 18, 2013 12:52 PM  
To: Ware, Brian T. CWO3 (CVN73 FSO)  
Subject: Re: whats up!!

Brother, do you have a good food order for us in Brisbane???? Let me know  
dates for the hotel and transport

Neil Peterson  
Assistant Vice President - Global Operations

Glenn Defense Marine (Asia) Pte. Ltd.

(b) (6)

Web: [www.glenmarinegroup.com](http://www.glenmarinegroup.com) <<http://www.glenmarinegroup.com>>

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Yea, I will be in there and always looking for transportation and lodging...there for 4 days and need some love!...

Also hitting HK, KK, and others...

Let's keep in touch....

-----Original Message-----

From: Neil Peterson [mailto:(b) (6)]  
Sent: Thursday, July 18, 2013 11:45 AM  
To: Ware, Brian T. CWO3 (CVN73 FSO)  
Subject: whats up!!

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Heard you're pulling into Brisbane end of the month. Let me know what I can do for you my bruddah from another mother!! Haha.

Btw, any food orders for Brisbane? Also, heard you're gonna be in Malaysia

end of the year, you know what that means!!.

Cheers!

Ps. I might be in Brisbane for the pvst. Lets meet up. Take care  
my good  
friend.

Neil Peterson  
Assistant Vice President - Global Operations

Glenn Defense Marine (Asia) Pte. Ltd.

(b) (6)

Web: [www.glennmarinegroup.com](http://www.glennmarinegroup.com)

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[-- S/MIME Signature, Name: "smime.p7s", Size: 5KB --]

Attachments: [smime.p7s](#)

Morning,

Just a couple days away, just want to make sure I good everything..room, phone and hopefully a way around?

Who's my point of contact there?

I will take care of them for food each day also for their meals, just need to know who to talk to,,

I have a couple of orders on the pier for my reception so I think that is all good. It's not easy doing a 1155 because the price is SO HIGH but everything went well and now I have Fresh Items on the pier!

Thanks again brother...

V/r  
FSO

-----Original Message-----

From: Neil Peterson [[mailto:\(b\) \(6\)](mailto:(b) (6)@glennmarinegroup.com)]  
Sent: Tuesday, July 23, 2013 11:01 AM  
To: Ware, Brian T. CWO3 (CVN73 FSO)  
Subject: Re: whats up!!

I hear you brother..I got you my main man..

Btw, what dates you looking at for the hotel. Transport is going to be tough as too many navy people on the pier. We wanna keep low profile. Let me know dates.

Cheers!

Neil Peterson  
Assistant Vice President - Global Operations Glenn Defense Marine (Asia)  
Pte. Ltd.

**(b) (6)**

Web: [www.glennmarinegroup.com](http://www.glennmarinegroup.com)

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On 23/7/13 4:50 AM, "Ware, Brian T. CWO3 (CVN73 FSO)"

<(b) (6)> wrote:

>To get a extra order I have to get it approved.

>

>IT GOT APPORVED and we get to Peter to be on the pier!!!!

>

>Beefing up - complete...

>

>-----Original Message-----

>From: Neil Peterson [mailto:(b) (6)]

>Sent: Thursday, July 18, 2013 4:30 PM

>To: Ware, Brian T. CWO3 (CVN73 FSO)

>Subject: Re: whats up!!

>

>You're right. Any chance of beefing the order up mate!?

>

>

>

>Neil Peterson

>Assistant Vice President - Global Operations

>

>Glenn Defense Marine (Asia) Pte. Ltd.

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><(b) (6)> wrote:

>

>

>

> We are going through Peter Price and I think he buys through you;

>Glenn

> Marine, correct?

>

>

>-----Original Message-----

> From: Neil Peterson [mailto:(b) (6)]

> Sent: Thursday, July 18, 2013 1:12 PM





>  
>  
>  
>  
>

[-- S/MIME Signature, Name: "smime.p7s", Size: 5KB --]



Attachments: [smime.p7s](#)

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What's up....

This is my 2nd email, maybe you're not getting these...

We are on our way to K and I just need to order some food items to be on the pier for my reception the first day.

I have to get this approved by TYCOM so I need a catalog..who's my point of contact?

Hope we can talk about a hotel, driver, phone...

SO EXCITED FOR MALAYSIA!!!!

V/r  
FSO

-----Original Message-----

From: Neil Peterson [mailto:[\(b\) \(6\)](#)]  
Sent: Wednesday, July 24, 2013 8:53 AM  
To: Ware, Brian T. CWO3 (CVN73 FSO)  
Subject: Re: whats up!!

No worries brother. I will tell him to put in a phone as well. Where you staying at?

Btw, I got you in Malaysia as well. Now in Malaysia we're talking the full nine yards, hotel, driver, phone, personal assistant ;-).Š..

Cheers!

Neil Peterson  
Assistant Vice President - Global Operations Glenn Defense Marine (Asia)  
Pte. Ltd.

**(b) (6)**

Web: [www.glennmarinegroup.com](http://www.glennmarinegroup.com)

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On 24/7/13 5:41 AM, "Ware, Brian T. CWO3 (CVN73 FSO)"

<(b) (6)> wrote:

>Okay, Tony emailed me the room info, just open to have transportation  
>to the hotel and back - maybe a phone...

>

>Whatever you can do would be great brother..

>

>-----Original Message-----

>From: Neil Peterson [mailto:(b) (6)]

>Sent: Tuesday, July 23, 2013 11:01 AM

>To: Ware, Brian T. CWO3 (CVN73 FSO)

>Subject: Re: whats up!!

>

>I hear you brother..I got you my main man..

>

>Btw, what dates you looking at for the hotel. Transport is going to be  
>tough as too many navy people on the pier. We wanna keep low profile.

>Let me know dates.

>

>Cheers!

>

>

>

>Neil Peterson

>Assistant Vice President - Global Operations Glenn Defense Marine

>(Asia) Pte. Ltd.

>(b) (6)

>Web: www.glennmarinegroup.com

>

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>Thank

>you.

>

>

>

>

>

>On 23/7/13 4:50 AM, "Ware, Brian T. CWO3 (CVN73 FSO)"

><(b) (6)> wrote:

>

>>To get a extra order I have to get it approved.

>>









To: [Neil Peterson](#)  
Cc: [Linda Raja](#); [Alex](#); [David Conn](#)  
Subject: RE: Brian Ware, FSO on GWA  
Date: Tuesday, July 23, 2013 9:50:51

---

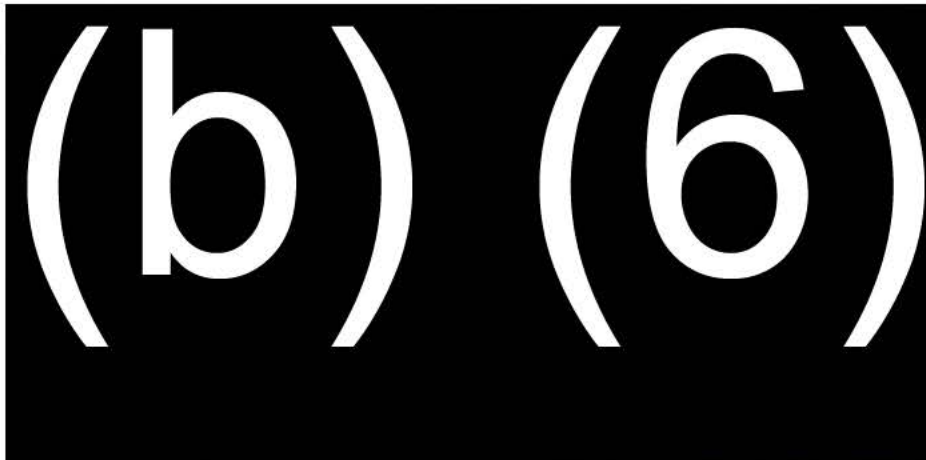
Neil,

Done.

Cheers

Tony Prescott

Sydney Manager



Web: [www.glenmarinegroup.com](http://www.glenmarinegroup.com) <<http://www.glenmarinegroup.com/>>

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From: Neil Peterson

Sent: Tuesday, 23 July 2013 11:43

To: Tony Prescott

Cc: Linda Raja; Alex Jose; David [REDACTED]

Subject: Brian Ware, FSO on GWA

Hi Tony,

FSO on the GWA has beefed up the food order for Brisbane. He needs a hotel room from the 29th July to the 3 Aug (Checkout on the 3rd). He's also asked for transport, but I've informed him to keep this low profile as too many Navy personnel around. Just the room will do.

Cheers mate!

Tks

vr

Neil Peterson

Assistant Vice President - Global Operations

Glenn Defense Marine (Asia) Pte. Ltd.

(b) (6)

Web: [www.glenmarinegroup.com](http://www.glenmarinegroup.com)

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To: [Tony Prescott](#)  
Subject: Re: GW FSO  
Date: Wednesday, July 17, 2013 21:40:38

---

Hi Tony,

Thanks for the info and will email him.

Cheers!

Neil Peterson

Assistant Vice President - Global Operations

Glenn Defense Marine (Asia) Pte. Ltd.

(b) (6)

Web: [www.glennmarinegroup.com](http://www.glennmarinegroup.com) <<http://www.glennmarinegroup.com/>>

On 18 Jul, 2013, at 9:28, "Tony Prescott" <(b) (6)> wrote:

Neil,

Received this from FSO on GW. How do you want me to respond?

Best regards

Tony Prescott

Sydney Manager

Glenn Defense Marine (Australia) Pty Ltd

(b) (6)

Web: [www.glenmarinegroup.com](http://www.glenmarinegroup.com)

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-----Original Message-----

From: Ware, Brian T. CWO3 (CVN73 FSO) [mailto:[\(b\) \(6\)](#)]

Sent: Thursday, 18 July 2013 06:42

To: Tony Prescott

Subject: GW FSO

Tony,

I saw you in some emails and I am trying to locate Neil from Glenn Marine..

Is there a way you can have him contact me if you know who he is...

Thanks..

Very Respectfully,

CW03 Brian "CHOWBOSS" Ware

MCFE, CHM, CPFM, CHS

USS George Washington (CVN 73)

S2 DIVO

J-6795

(b) (6)

(b) (6)

(b) (6)

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"Will Do - Can Do - Glad To"



To: Neil Peterson  
Subject: Here we come  
Date: Tuesday, September 10, 2013 23:41:01  
Attachments: smime.p7m

---

Okay,

We are coming your way next month....

Be in Korea first.....

Need to put a order in to have food on the pier upon arrival....

Who is my POIC for the catalog and food items...

I have to get approved by TYCOM prior to ordering so I want to get a head start and get you has much a business as possible!

Hope to see you on this cruise and I hope I get love in Korea/KL/HK...

Cheers...

V/r  
FSO

To: Lt Cdr (R) Carm [redacted] monds; Steve Kim  
Cc: GLENNCOM  
Subject: FSO on George Washinton  
Date: Saturday, September 14, 2013 21:26:35

---

Carmen / Steve,

Do we have an updated Food Provision catalog with prices? The FSO on the GWA has contacted me and he's a good friend of GDMA. He needs a catalog so he can put in an order for both Busan and Port Klang. Ive asked him to concentrate on Port Klang since we have the BPA there.

I will be sending him an email shortly and will copy both of you so please ensure you have the catalogs updated before you send it him.

(FYI, he used to be the FSO on the Blue Ridge, CWO2 Brian Ware).

Thank you.

vr

Neil Peterson

Assistant Vice President - Global Operations

Glenn Defense Marine (Asia) Pte. Ltd.

(b) (6)

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Co. Regn. No.: 199407169C



## TAX INVOICE

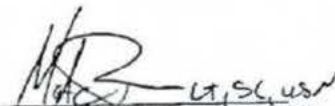
TO : THE DISBURSING OFFICER  
 LOCATION : DA NANG, VIETNAM  
 NAME OF VESSEL : USS BLUE RIDGE  
 BUYER : NIL  
 GDMA DO NO. : NA  
 REF NO : NA

DATE : 26 APR 12  
 INVOICE NO. : VN00050  
 CONTRACT NO. : N40345-11-D-0016  
 LOT : 43  
 DATE(S) OF SVCS : 23 - 27 APR 12  
 TERM : CASH/CHEQUE

CLIN NO.	DESCRIPTION	QTY	UOM	U. PRICE	AMOUNT
<b>HUSBANDING SERVICES</b>					
4301AE	HUSBANDING FEE (CLASS III) - FIRST DAY	1	DY	\$ 200.00	\$ 200.00
4301AQ	HUSBANDING FEE (CLASS III) - SUBSEQUENT DAYS	4	DY	\$ 100.00	\$ 400.00
<b>GENERAL CHARTER &amp; HIRE</b>					
4307AD	FENDER (YOKOHAMA) PER DAY /FENDER (CLASS III SHIPS) - 4 UNITS	20	DY	\$ 300.00	\$ 6,000.00
4307AG	INSTALLATION/REMOVAL/TRANSPORTATION OF ONE FENDER	4	LT	\$ 1,000.00	\$ 4,000.00
<b>LAND TRANSPORTATION</b>					
4311AA	BUS, 40 PERSON CAPACITY - 4 UNITS	231	HR	\$ 35.00	\$ 8,085.00
4311AA	BUS, 40 PERSON CAPACITY - 1 UNIT C7F BAND	116	HR	\$ 35.00	\$ 4,060.00
4311AA	BUS, 40 PERSON CAPACITY - 1 UNIT COMREL ON 24 AND 2 UNITS ON 25 APR 12	20	HR	\$ 35.00	\$ 700.00
4311AC	VEHICLE, GROUP B MEDIUM-SIZE SEDAN WITH DRIVER - 1 UNIT COS C7F	5	DY	\$ 300.00	\$ 1,500.00
4311AC	VEHICLE, GROUP B MEDIUM-SIZE SEDAN WITH DRIVER - 1 UNIT CO BLR	5	DY	\$ 300.00	\$ 1,500.00
4311AN	VEHICLE, GROUP "Z" - 15 PASSENGER VAN WITH DRIVER C7F N1	5-	DY	\$ 300.00	\$ 1,500.00-
4311AN	VEHICLE, GROUP "Z" - 15 PASSENGER VAN WITH DRIVER C7F N4	5-	DY	\$ 300.00	\$ 1,500.00-
4311AN	VEHICLE, GROUP "Z" - 15 PASSENGER VAN WITH DRIVER BLR USE	5-	DY	\$ 300.00	\$ 1,500.00-
4311AN	VEHICLE, GROUP "Z" - 15 PASSENGER VAN WITH DRIVER BLR SUPPLY	4-	DY	\$ 300.00	\$ 1,200.00
4311AN	VEHICLE, GROUP "Z" - 15 PASSENGER VAN WITH DRIVER AIRPORT TRANSFER	2-	DY	\$ 300.00	\$ 600.00 X
<b>BROW SERVICES</b>					
4304AB	BROW, 40 - 60FT - 2 UNITS	200	HRS	\$ 8.00	\$ 1,600.00
4304AJ	MOBILE CRANE SERVICES - 15 - 40TONS	8	HRS	\$ 60.00	\$ 480.00
4304AL	FORKLIFT SERVICES UP TO 4 TONS	8	HRS	\$ 20.00	\$ 160.00
<b>TELEPHONE SERVICES AND COMMUNICATION</b>					
4312AC	RENTAL OF CELLULAR PHONES (PER UNIT PER DAY) - 27 UNITS	135	EA	\$ 1.00	\$ 135.00
4312AF	SIMCARD WITH PRE-PAID AIRTIME	27	EA	\$ 10.00	\$ 270.00
4312AG	PREPAID AIRTIME CARD	27	EA	\$ 15.00	\$ 405.00

TOTAL AMOUNT IN US DOLLARS \$ 35,795.00

Please make cheque payable to *Glenn Defense Marine (Asia) PL*  
 I CERTIFY THAT THE SUPPLIES / SERVICES DESCRIBED ABOVE HAVE BEEN RECEIVED AND ACCEPTED AND THE QUANTITY REFLECTED IS CORRECT UNLESS OTHERWISE STATED.

  
 SUPPLY OFFICER / DISBURSING OFFICER

  
 GLENN DEFENSE MARINE (ASIA) P/L

PROSECUTION EXHIBIT 33 FOR ID  
 OFFERED PG 131 ADMITTED PG 132  
 PAGE 1 OF PAGES 1





# GLENN DEFENSE MARINE (ASIA) PTE LTD

Co. Regn. No.: 199407169C



## TAX INVOICE


TO : THE DISBURSING OFFICER  
 LOCATION : SIHANOUKVILLE, CAMBODIA  
 NAME OF VESSEL : USS BLUE RIDGE  
 BUYER : NIL  
 GDMA DO NO. : NA  
 REF NO : NA

DATE : 4 MAY 12  
 INVOICE NO. : CA000188  
 CONTRACT NO. : N40345-11-D-0015  
 LOT : 18  
 DATE(S) OF SVCS : 30 APR - 5 MAY 12  
 TERM : CASH/CHEQUE

CLIN NO.	DESCRIPTION	QTY	UOM	U. PRICE	AMOUNT
<b>HUSBANDING SERVICES</b>					
1801AE	HUSBANDING FEE (CLASS III) - FIRST DAY	1	DY	\$ 200.00	\$ 200.00
1801AQ	HUSBANDING FEE (CLASS III) - SUBSEQUENT DAYS	5	DY	\$ 100.00	\$ 500.00
<b>GENERAL CHARTER &amp; HIRE</b>					
1807AD	FENDER (YOKOHAMA) PER DAY /FENDER (CLASS III SHIPS) - 4 UNITS	24	DY	\$ 100.00	\$ 2,400.00
1807AG	INSTALLATION/REMOVAL/TRANSPORTATION OF ONE FENDER	4	LT	\$ 1,000.00	\$ 4,000.00
1807BH	BREASTING BARGE AND FENDERING BARGE FOR CLASS III SHIPS	6	DY	\$ 1,000.00	\$ 6,000.00
1807BI	BREASTING BARGE AND FENDERING BARGES	1	LT	\$ 1,000.00	\$ 1,000.00
1807BP	INSTALLATION/REMOVAL/TRANSPORTATION (CLASS III SHIPS)				
1807BQ	LANDING BARGE FOR CLASS III SHIPS	6	DY	\$ 1,000.00	\$ 6,000.00
1807BQ	LANDING BARGE AND FENDERING BARGES	1	LT	\$ 1,000.00	\$ 1,000.00
1807BQ	INSTALLATION/REMOVAL/TRANSPORTATION (CLASS III SHIPS)				
<b>COLLECTION, HOLDING AND TRANSFER (CHT)</b>					
1808AB	COLLECTION, HOLDING AND TRANSFER (CHT) BY BARGE	045	CM	\$ 20.00	\$ 18,900.00
<b>LAND TRANSPORTATION</b>					
1811AA	BUS, 40 PERSON CAPACITY - 4 UNITS	400	HR	\$ 30.00	\$ 12,000.00
1811AA	BUS, 40 PERSON CAPACITY - 1 UNIT C7F BAND	100	HR	\$ 30.00	\$ 3,000.00
1811AC	VEHICLE, GROUP B MEDIUM-SIZE SEDAN WITH DRIVER - 1 UNIT COS C7F	5	DY	\$ 120.00	\$ 600.00
1811AC	VEHICLE, GROUP B MEDIUM-SIZE SEDAN WITH DRIVER - 1 UNIT CO BLR	5	DY	\$ 120.00	\$ 600.00
1811AN	VEHICLE, GROUP "Z" - 15 PASSENGER VAN WITH DRIVER C7F N1	5	DY	\$ 140.00	\$ 700.00
1811AN	VEHICLE, GROUP "Z" - 15 PASSENGER VAN WITH DRIVER C7F N4	5	DY	\$ 140.00	\$ 700.00
1811AN	VEHICLE, GROUP "Z" - 15 PASSENGER VAN WITH DRIVER BLR USE	5	DY	\$ 140.00	\$ 700.00
1811AN	VEHICLE, GROUP "Z" - 15 PASSENGER VAN WITH DRIVER AIRPORT TRANSFER	3	DY	\$ 140.00	\$ 420.00
1811AN	VEHICLE, GROUP "Z" - 15 PASSENGER VAN WITH DRIVER BLR SUPPLY	5	DY	\$ 140.00	\$ 700.00
<b>TELEPHONE SERVICES AND COMMUNICATION</b>					
1812AC	RENTAL OF CELLULAR PHONES (PER UNIT PER DAY) - 30 UNITS	180	EA	\$ 1.00	\$ 180.00
1812AF	SIMCARD WITH PRE-PAID AIRTIME	30	EA	\$ 10.00	\$ 300.00
1812AG	PREPAID AIRTIME CARD	60	EA	\$ 20.00	\$ 1,200.00
<b>FORCE PROTECTION SUPPLIES</b>					
1815AE	PORTABLE FLUORESCENT LIGHTING (EACH PER DAY)	36	EA	\$ 10.00	\$ 360.00
<b>SHIPMENTS HANDLING AND DELIVERY</b>					
1816AB	VEHICLE, TRUCK RENTAL (CARGO, NOT PASSENGERS) WITH DRIVER (C7F BAND LOCKABLE TRUCK)	5	DY	\$ 100.00	\$ 500.00
1816AB	VEHICLE, TRUCK RENTAL (CARGO, NOT PASSENGERS) WITH DRIVER	1	DY	\$ 100.00	\$ 100.00
1816AE	CUSTOMS DUTY/CLEARANCE - COST PER BILL OF LADING	1	JB	\$ 25.00	\$ 25.00
1816AG	ANCHORAGE - RECEIVING, STORAGE, REPORTING AND DELIVER TO SHIP	2	PK	\$ 25.00	\$ 50.00
<b>TOTAL AMOUNT IN US DOLLARS</b>					<b>\$ 62,135.00</b>

Please make cheque payable to Glenn Defense Marine (Asia) PL

I CERTIFY THAT THE SUPPLIES / SERVICES DESCRIBED ABOVE HAVE BEEN RECEIVED AND ACCEPTED AND THE QUANTITY REFLECTED IS CORRECT UNLESS OTHERWISE STATED.

  
 LTJSC/USN  
 SUPPLY OFFICER / DISBURSING OFFICER

  
 GLENN DEFENSE MARINE (ASIA) PTE LTD

# PAID



# GLENN DEFENSE MARINE (ASIA) PTE LTD

Co. Regn. No.: 1994071690



## TAX INVOICE

GST REG NO. 169407169C

TO : THE DISBURSING OFFICER  
 LOCATION : SEMBAWANG NAVAL BASE  
 NAME OF VESSEL : USS BLUE RIDGE (LCC19)  
 BUYER : NA  
 GDMA DO NO. : NA  
 REF NO : NA

DATE : 18-May-12  
 INVOICE NO. : US16-754  
 CONTRACT NO. : N40345-11-D-0016  
 LOT NO : 37  
 TASK ORDER NO. : NA  
 DATE(S) OF SVCS : 17MAY-19MAY, 2012  
 TERM : CASH / CHEQUE/EFT

LINE ITEM	DESCRIPTION	QTY	UOI	U. PRICE	AMOUNT
<b>PORT SERVICES</b>					
3701AE	Husbanding Fee (Class III) - First Day	1	DY	\$ 200.00	\$ 200.00 (Z)
3701AQ	Husbanding Fee (Class III) - Subsequent Day	2	DY	\$ 100.00	\$ 200.00 (Z)
3704AM	Forklift Services - 4 to 8 Tons	12	HR	\$ 20.00	\$ 240.00 (Z)
3708AA	Collection, Holding and Transfer (CHT) by Truck	364	CM	\$ 10.00	\$ 3,640.00 (Z)
3711AA	Bus, 40 Person Capacity (LIBERTY BUSES X 4)	114	HR	\$ 22.00	\$ 2,508.00 (Z)
3711AA	Bus, 40 Person Capacity (OFFICERS FUNCTION - 17 MAY)	8	HR	\$ 22.00	\$ 176.00 (Z)
3711AC	Vehicle, Group "B" - Medium-Size Sedan with driver- 2 Units	4	DY	\$ 180.00	\$ 720.00 (Z)
3711AG	Vehicle, Group "M" - 9 Passenger Van with driver / 14-19MAY (N1)	6	DY	\$ 180.00	\$ 1,080.00 (Z)
3711AG	Vehicle, Group "M" - 9 Passenger Van with driver / 14-19MAY (Gen.Maj.)	6	DY	\$ 180.00	\$ 1,080.00 (Z)
3711AG	Vehicle, Group "M" - 9 Passenger Van with driver / 17-18 MAY -3Units	6	DY	\$ 180.00	\$ 1,080.00 (Z)
3712AC	Rental of Cellular Phones (Per Unit Per Day) 14-19 MAY - N1	6	EA	\$ 1.00	\$ 6.00 (Z)
3712AC	Rental of Cellular Phones (Per Unit Per Day) - 25 units.	78	EA	\$ 1.00	\$ 78.00 (Z)
3712AF	SIM Card With Prepaid Airtime	27	EA	\$ 17.00	\$ 459.00 (Z)
3712AG	Prepaid SIM Card Airtime	60	EA	\$ 17.00	\$ 1,020.00 (Z)
<b>INCIDENTALS</b>					
3720AA	150FT MANLIFT (JLG) - 2 UNITS	4	DY	\$ 1,400.00	\$ 5,600.00 (Z)
3720AA	MANLIFT (JLG )MOB/DEMOB - 2 UNITS	2	LO	\$ 400.00	\$ 800.00 (Z)
3720AA	14 FT COVER TRUCK FOR C7F BAND	48	HR	\$ 52.50	\$ 2,520.00 (Z)
3720AA	19PAX BUS - AIRPORT RUNS - 2 units	60	HR	\$ 30.00	\$ 1,800.00 (Z)

PUBLISHED CURRENTLY BY  
USD/100/000/125

FOR GST PURPOSES:		
TOTAL	USD 23,207.00	SGD 30,000.00
TOTAL ZERO RATED OR EXEMPT	USD 0.00	SGD 0.00
TOTAL DEDUCTIBLE INPUT TAX	USD 0.00	SGD 0.00
TOTAL OUTPUT TAX	USD 23,207.00	SGD 30,000.00
TOTAL NET TAX	USD 0.00	SGD 0.00

TOTAL AMOUNT IN US DOLLARS \$ 23,207.00

Please make cheque payable to **Glenn Defense Marine (Asia) PL**

I CERTIFY THAT THE SUPPLIES / SERVICES DESCRIBED ABOVE HAVE BEEN RECEIVED AND ACCEPTED AND THE QUANTITY REFLECTED IS CORRECT UNLESS OTHERWISE STATED.

  
 Authorized Government Representative  
 (Please include Printed Name & Title)

  
 Signature Over Printed Name

PROSECUTION EXHIBIT 33 FORFD  
 OFFERED PG 131 ADMITTED PG 132  
 PAGE 3 OF PAGES 4





# GLENN DEFENSE MARINE (ASIA) PTE LTD

Co. Regn. No.: 109407160C



## TAX INVOICE

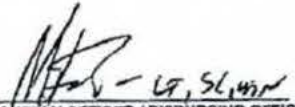
TO : THE DISBURSING OFFICER  
 LOCATION : LAEM CHABANG, THAILAND  
 NAME OF VESSEL : USS BLUE RIDGE  
 BUYER : NIL  
 GDMA DO NO. : NA  
 REF NO : NA

DATE : 28 MAY 12  
 INVOICE NO. : THD1320  
 CONTRACT NO. : N40345-11-D-0016  
 LOT : 39  
 DATE(S) OF SVCS : 24 - 29 MAY 12  
 TERM : CASH/CHEQUE

CLIN NO.	DESCRIPTION	QTY	UOM	U. PRICE	AMOUNT
<b>HUSBANDING SERVICES</b>					
3901AE	HUSBANDING FEE (CLASS III) - FIRST DAY	1	DY	\$ 200.00	\$ 200.00 ✓
3901AQ	HUSBANDING FEE (CLASS III) - SUBSEQUENT DAYS	5	DY	\$ 100.00	\$ 500.00 ✓
<b>BROW SERVICES</b>					
3904AD	BROW, 80 - 120 FT (2 UNITS)	232	HRS	\$ 8.00	\$ 1,856.00 ✓
3904AM	FORKLIFT 4 - 8 TONS	35	HRS	\$ 10.00	\$ 350.00 ✓
3904AJ	MOBILE CRANE SERVICES - 15 TO 40 TONS	27	HRS	\$ 60.00	\$ 1,620.00 ✓
<b>GENERAL CHARTER &amp; HIRE</b>					
3907AD	FENDER (YOKOHAMA) PER DAY /FENDER (CLASS III SHIPS) - 4 UNITS	24	DY	\$ 200.00	\$ 4,800.00 ✓
3907AG	INSTALLATION/REMOVAL/TRANSPORTATION OF ONE FENDER	4	LT	\$ 1,000.00	\$ 4,000.00 ✓
<b>COLLECTION, HOLDING AND TRANSFER (CHT)</b>					
3908AB	COLLECTION, HOLDING AND TRANSFER (CHT) BY BARGE	750	CM	\$ 10.00	\$ 7,500.00 ✓
<b>LAND TRANSPORTATION</b>					
3911AA	BUS, 40 PERSON CAPACITY - 6 UNITS	480	HR	\$ 25.00	\$ 12,000.00 ✓
3911AA	BUS, 40 PERSON CAPACITY - 3 UNITS ON 25 MAY AND 2 UNITS ON 26 MAY 1 <sup>TH</sup>	40	HR	\$ 25.00	\$ 1,000.00 ✓
3911AA	BUS, 40 PERSON CAPACITY - 1 UNIT C7F BAND	60	HR	\$ 25.00	\$ 2,000.00 ✓
3911AC	VEHICLE, GROUP B MEDIUM-SIZE SEDAN WITH DRIVER - 1 UNIT C7F CMD	3	DY	\$ 140.00	\$ 420.00 ✓
3911AC	VEHICLE, GROUP B MEDIUM-SIZE SEDAN WITH DRIVER - 1 UNIT COS C7F	6	DY	\$ 140.00	\$ 840.00 ✓
3911AC	VEHICLE, GROUP B MEDIUM-SIZE SEDAN WITH DRIVER - 1 UNIT CO BLR	6	DY	\$ 140.00	\$ 840.00 ✓
3911AG	VEHICLE, GROUP "Z" - 9 PASSENGER VAN WITH DRIVER - 1 UNIT C7F STAFF	4	DY	\$ 120.00	\$ 480.00 ✓
3911AG	VEHICLE, GROUP "Z" - 9 PASSENGER VAN WITH DRIVER - 1 UNIT CARGO	2	DY	\$ 120.00	\$ 240.00 ✓
3911AG	VEHICLE, GROUP "Z" - 9 PASSENGER VAN WITH DRIVER C7F N1	6	DY	\$ 120.00	\$ 720.00 ✓
3911AG	VEHICLE, GROUP "Z" - 9 PASSENGER VAN WITH DRIVER C7F N4	6	DY	\$ 120.00	\$ 720.00 ✓
3911AG	VEHICLE, GROUP "Z" - 9 PASSENGER VAN WITH DRIVER BLR USE	6	DY	\$ 120.00	\$ 720.00 ✓
3911AG	VEHICLE, GROUP "Z" - 9 PASSENGER VAN WITH DRIVER BLR SUPPLY	6	DY	\$ 120.00	\$ 720.00 ✓
<b>TELEPHONE SERVICES AND COMMUNICATION</b>					
3912AC	RENTAL OF CELLULAR PHONES (PER UNIT PER DAY) - 30 UNITS	180	EA	\$ 1.00	\$ 180.00 ✓
3912AF	SIMCARD WITH PRE-PAID AIRTIME	30	EA	\$ 10.00	\$ 300.00 ✓
3912AG	PREPAID AIRTIME CARD	60	EA	\$ 35.00	\$ 2,100.00 ✓ No load
<b>FORCE PROTECTION SUPPLIES</b>					
3915AE	PORTABLE FLUORESCENT LIGHTING (EACH PER DAY)	210	EA	\$ 20.00	\$ 4,200.00 ✓
3915AN	TENT OR AWNING, OPEN (EACH PER DAY)	12	EA	\$ 50.00	\$ 600.00 ✓
<b>SHIPMENTS HANDLING AND DELIVERY</b>					
3916AE	Customs Duty/Clearance - Cost Per Bbl of Lading	1	JB	\$ 25.00	\$ 25.00 ✓
3916AF	Pierside - Receiving, Storage, Reporting and Deliver to Ship	1	PK	\$ 25.00	\$ 25.00 ✓
3916AB	VEHICLE, TRUCK RENTAL (CARGO, NOT PASSENGERS) MAIL DELIVERY	1	DY	\$ 100.00	\$ 100.00 ✓
3916AB	VEHICLE, TRUCK RENTAL (CARGO, NOT PASSENGERS) CARGO FOR SHIPMENT ON 24 MAY 12 AND ON 26 MAY 12 FOR LUBE OIL	2	DY	\$ 100.00	\$ 200.00 ✓
3916AB	VEHICLE, TRUCK RENTAL (CARGO, NOT PASSENGERS) C7F BAND	6	DY	\$ 100.00	\$ 600.00 ✓
<b>TOTAL AMOUNT IN US DOLLARS</b>					<b>\$ 49,856.00</b>

Please make cheque payable to Glenn Defense Marine (Asia) PL

I CERTIFY THAT THE SUPPLIES / SERVICES DESCRIBED ABOVE HAVE BEEN RECEIVED AND ACCEPTED AND THE QUANTITY REFLECTED IS CORRECT UNLESS OTHERWISE STATED.

  
 SUPPLY OFFICER / DISBURSING OFFICER

RECEIVED

  
 GLENN DEFENSE MARINE (ASIA) P/L



**Foreign Per Diem Rates In U.S. Dollars**

**Country: MALAYSIA  
Publication Date: 03/01/2011**

Country Name	Post Name	Season Begin	Season End	Maximum Lodging Rate	M & IE Rate	Maximum Per Diem Rate	Footnote	Effective Date
MALAYSIA	Kuala Lumpur	01/01	12/31	110	79	189	N/A	11/01/2010
MALAYSIA	Melaka	01/01	12/31	104	55	159	N/A	11/01/2010
MALAYSIA	Other	01/01	12/31	100	68	168	N/A	11/01/2010





## Foreign Per Diem Rates In U.S. Dollars

Country: VIETNAM  
 Publication Date: 04/01/2012

Country Name	Post Name	Season Begin	Season End	Maximum Lodging Rate	M & IE Rate	Maximum Per Diem Rate	Footnote	Effective Date
VIETNAM	Dalat	01/01	12/31	154	90	244	N/A	11/01/2003
VIETNAM	Danang	01/01	12/31	95	91	186	N/A	06/01/2008
VIETNAM	Hanoi	01/01	12/31	180	98	278	N/A	03/01/2008
VIETNAM	Ho Chi Minh City	01/01	12/31	220	86	306	N/A	01/01/2008
VIETNAM	Other	01/01	12/31	122	85	207	N/A	06/01/2008



## Foreign Per Diem Rates In U.S. Dollars

Country: THAILAND  
 Publication Date: 05/01/2012

Country Name	Post Name	Season Begin	Season End	Maximum Lodging Rate	M & IE Rate	Maximum Per Diem Rate	Footnote	Effective Date
THAILAND	Bangkok	01/01	12/31	146	72	218	N/A	09/01/2006
THAILAND	Chiang Mai	01/01	12/31	127	85	212	N/A	01/01/2012
THAILAND	Chiang Rai	01/01	12/31	76	54	130	N/A	09/01/2006
THAILAND	Hat Yai	01/01	12/31	76	54	130	N/A	09/01/2006
THAILAND	Hua Hin	01/01	12/31	155	67	222	N/A	09/01/2006
THAILAND	Khao Lak	01/01	12/31	207	74	281	N/A	02/01/2008
THAILAND	Krabi	01/01	12/31	207	74	281	N/A	02/01/2008
THAILAND	Nong Khai	01/01	12/31	76	30	106	N/A	09/01/2006
THAILAND	Other	01/01	12/31	76	30	106	N/A	09/01/2006
THAILAND	Pattaya City	01/01	12/31	116	77	193	N/A	09/01/2006
THAILAND	Phuket	01/01	12/31	207	74	281	N/A	02/01/2008
THAILAND	Samui Island	01/01	12/31	161	71	232	N/A	09/01/2006

PROSECUTION EXHIBIT 34 FOR ID  
 OFFERED PG 131 ADMITTED PG 132  
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## Foreign Per Diem Rates In U.S. Dollars

Country: KOREA  
 Publication Date: 08/01/2012

Country Name	Post Name	Season Begin	Season End	Maximum Lodging Rate	M & IE Rate	Maximum Per Diem Rate	Footnote	Effective Date
KOREA	Busan	01/01	12/31	233	126	359	N/A	09/01/2007
KOREA	Changwon	01/01	12/31	120	69	189	N/A	07/01/2012
KOREA	Cheju	01/01	12/31	225	103	328	N/A	07/01/2012
KOREA	Chinju	01/01	12/31	86	67	153	N/A	07/01/2012
KOREA	Chongju	01/01	12/31	71	53	124	N/A	07/01/2012
KOREA	Chonju	01/01	12/31	150	72	222	N/A	07/01/2012
KOREA	Chung Ju	01/01	12/31	85	59	144	N/A	07/01/2012
KOREA	Incheon	01/01	12/31	155	94	249	N/A	07/01/2012
KOREA	Kimhae	01/01	12/31	66	67	133	N/A	07/01/2012
KOREA	Kumi	01/01	12/31	105	75	180	N/A	07/01/2012
KOREA	Kwangju	01/01	12/31	127	72	199	N/A	07/01/2012
KOREA	Kyongju	01/01	12/31	137	92	229	N/A	07/01/2012
KOREA	Masan	01/01	12/31	62	74	136	N/A	07/01/2012
KOREA	Other	01/01	12/31	75	50	125	N/A	07/01/2012
KOREA	Pohang	01/01	12/31	128	71	199	N/A	07/01/2012
KOREA	Pyongtaek	01/01	12/31	80	62	142	N/A	07/01/2012
KOREA	Seoul	01/01	12/31	230	120	350	View	09/01/2007
KOREA	Sokcho	01/01	12/31	114	85	199	N/A	07/01/2012
KOREA	Taegu	01/01	12/31	117	73	190	N/A	07/01/2012
KOREA	Taejon	01/01	12/31	116	76	192	N/A	07/01/2012
KOREA	Uijongbu	01/01	12/31	75	50	125	N/A	07/01/2012
KOREA	Ulsan	01/01	12/31	183	99	282	N/A	07/01/2012

PROSECUTION EXHIBIT 31-FOR ID  
 OFFERED PG 131 ADMITTED PG 132  
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## Foreign Per Diem Rates In U.S. Dollars

Country: AUSTRALIA  
 Publication Date: 07/01/2013

Country Name	Post Name	Season Begin	Season End	Maximum Lodging Rate	M & IE Rate	Maximum Per Diem Rate	Footnote	Effective Date
AUSTRALIA	Adelaide	01/01	12/31	258	178	436	N/A	08/01/2012
AUSTRALIA	Brisbane	01/01	12/31	232	144	376	N/A	08/01/2012
AUSTRALIA	Broome	01/01	12/31	328	153	481	N/A	08/01/2012
AUSTRALIA	Cairns	01/01	12/31	188	147	335	N/A	08/01/2012
AUSTRALIA	Canberra	01/01	12/31	235	153	388	N/A	08/01/2012
AUSTRALIA	Darwin, Northern Territory	04/01	09/30	237	159	396	N/A	08/01/2012
AUSTRALIA	Darwin, Northern Territory	10/01	03/31	145	150	295	N/A	08/01/2012
AUSTRALIA	Fremantle	01/01	12/31	263	127	390	N/A	08/01/2012
AUSTRALIA	Hobart	01/01	12/31	247	162	409	N/A	08/01/2012
AUSTRALIA	Melbourne	01/01	12/31	268	182	450	N/A	08/01/2012
AUSTRALIA	Other	01/01	12/31	188	147	335	N/A	08/01/2012
AUSTRALIA	Perth	01/01	12/31	309	172	481	N/A	08/01/2012
AUSTRALIA	Richmond, NSW	01/01	12/31	211	153	364	N/A	08/01/2012
AUSTRALIA	Sydney	01/01	12/31	225	157	382	N/A	08/01/2012

PROSECUTION EXHIBIT *34* FOR ID  
 OFFERED PG *131* ADMITTED PG *132*  
 PAGE *5* OF PAGES *6*





**Foreign Per Diem Rates In U.S. Dollars**

**Country: PHILIPPINES  
Publication Date: 08/01/2010**

Country Name	Post Name	Season Begin	Season End	Maximum Lodging Rate	M & IE Rate	Maximum Per Diem Rate	Footnote	Effective Date
PHILIPPINES	Cebu	01/01	12/31	109	73	182	N/A	12/01/2000
PHILIPPINES	Davao City	01/01	12/31	81	71	152	N/A	12/01/2000
PHILIPPINES	Manila	01/01	12/31	152	85	237	View	12/01/2007
PHILIPPINES	Other	01/01	12/31	103	85	188	N/A	07/01/2007

PROSECUTION EXHIBIT 34 - FOR ID  
OFFERED PG 131 ADMITTED PG 132  
PAGE 6 OF PAGES 6

**From:** [mink](#)  
**To:** ["IH AR"](#)  
**Cc:** ["IH FC"; "IH-AFOM"; "IH RSV"; "IH SM"](#)  
**Subject:** RE: Confirm: Reservation  
**Date:** Saturday, April 28, 2012 0:07:56  
**Attachments:** [image001.gif](#)  
[image002.gif](#)

---

Dear Ms.Chenda ,

I will arrive to SHV late tonight and will give my credit card for guarantee for both by room and Mr. Brian room once I'm checking at your hotel.

Thank you

Mink

**From:** IH AR [redacted] (b) (6)  
**Sent:** Saturday, April 28, 2012 10:51 AM  
**To:** mink  
**Cc:** IH FC; IH-AFOM; IH RSV; IH SM  
**Subject:** Re: Confirm: Reservation

Greetings from Independence Hotel Resort & Spa, Sihanoukville-Cambodia.

Dear Ms. Mink,

Kindly find the attached file for our Proforma invoice S-210 amount Usd 255.00 for date 01 May -04 May 2012.

The payment of this invoice must be made before guest check in if not, we will contact guest directly about payment

Should you have any query please do not hesitate contact us directly

Note: Other booking beside this guest own account.

Best regards

Chenda Noun(Ms)

Credit Officer

+855 16 70 38 30

On Sat, Apr 28, 2012 at 9:11 AM, IH-RSV <reservation@independencehotel.net> wrote:

Dear Ms. Mink,

As per booking below, we would like to reconfirm on check In/Out: 28/30-Apr-2012, charge to guest own account as accordingly.

We look forward to the pleasure of welcoming your client stay our Hotel tonight.

Thanks/Best Regards,

RSV

P Please consider the environment before printing this e-mail

From: mink [mailto:(b) (6)]  
Sent: Saturday, April 28, 2012 8:42 AM  
To: 'IH-RSV'

Cc: 'IH-AFOM'; acct@independencehotel.net; 'IH-AR'  
Subject: RE: Confirm: Reservation

Dear May Yun,

Thank you for hotel confirmation as detail provided.

Best Regards,

Mink

From: IH-RSV [mailto:reservation@independencehotel.net]

Sent: Saturday, April 28, 2012 8:00 AM  
To: (b) (6)  
Cc: 'IH-AFOM'; acct@independencehotel.net; 'IH-AR'  
Subject: RE: Confirm: Reservation

Dear Ms. Mink,

Greetings from Independence Hotel Resort & Spa, Sihanoukville-Cambodia.

Thank you very much for email ,Herewith we are pleased to confirm the reservation 01 more room as details as below:

Confirmation Number : 29076  
Company Name : Glenn Defense Marine (Asia) Co Ltd  
Guest Name : Mr. Brian Ware  
Arrival Date : 01 -May -2012  
Departure Date : 04 -May -2012  
No/ Type of Room : 01 King Deluxe room  
No of Person : 01pax  
Room rate : USD85.00nett per room per night inclusive of buffet breakfast  
Billing Instruction : Room charge to Glenn Defense Marine, Other on pax account  
Remark : Prepayment acquirement

Please feel free to contact us should you need further assistance and we look forward to the pleasure of welcoming your client to Independence Hotel Resort & Spa, Sihanoukville-Cambodia.

Kind Regards

RSV

P Please consider the environment before printing this e-mail



From: (b) (6)  
Sent: Friday, April 27, 2012 5:29  
To: IH-RSV  
Cc: 'IH-AFOM'  
Subject: Re: Confirm: Reservation

Dear Reservation,

I would like to make 1 x room reservation as detail below :

Room : one king size bed  
Period stay : Check in May,1  
Check out May,4

Name : Mr. Brian Ware

Room charge will be paid by our company  
(Glenn Defense Marine)

P.S for my room ( 2 x rooms) will check in late night tomorrow ( Apr,28)

Thank you  
Mink

Sent via BlackBerry® from AIS

---

From: IH-RSV <reservation@independencehotel.net>

Date: Fri, 27 Apr 2012 16:57:29 +0700

To: <(b) (6)>

Cc: 'IH-AFOM'<afom@independencehotel.net>

Subject: RE: Confirm: Reservation

REVISED

From: (b) (6)  
Sent: Monday, April 02, 2012 12:27 PM  
To: IH-RSV  
Cc: 'RM-Kyden San'; 'IH-AFOM'; 'IH-SM'  
Subject: Re: Confirm: Reservation

Dear Reservation,

**BLR HOTEL ROOM ARRANGEMENTS**  
PATTAYA, THAILAND

NO.	NAME	LOCATION	ADDRESS	CHECK IN	CHECK OUT	# DAYS	AVAILABILITY	REQUEST	PRICE PER ROOM/NIGHT	ACTUAL TOTAL	TOTAL ACTUAL IN USD	TRANSPORTATION
							OFFER ROOM TYPE	ROOM TYPE	THB	THB	USD	REQUEST note to OPS
1]	JACQUES NICDAO	Marilyn Pool Villa Resort & Spa Pattaya	344 Soi Nakrua 12, Moo 5, Pattaya Road-Nakrua, Banglamung, Chonburi T: +6638 225 538	17 Apr'10	21 Apr'10 (late check out)	5 days	1 unit x 3 Bedrooms Villa	2 units x 2 bedroom Villa / Apartment	6,500.00	52,000.00	\$ 1,625.00	1 x van with driver
2]	DAN LAVUG	Villa Thongburi Serviced Apartment	221/100 Moo 12, Soi Thuyprast 17, Thepprasit Road, Nongrua, Banglamung, Chonburi T: +6638 303 770-4	17 Apr'10	21 Apr'10 (late check out)	5 days	3 units x 2 Bedrooms Villas	3 units x 2 bedroom Villa	4,000.00	48,000.00	\$ 1,500.00	
3]	DAN LAVUG CANCELLED	Platinum Serviced Apartment Pattaya	779/70, Moo 5, Soi wong-Amor, Pattaya Nakuln Road, Banglamung, Chonburi T: +6638 415 135-8	17 Apr'10	21 Apr'10 (late check out)	5 days	2 units x 2 Bedrooms Villa 2 units x 1 Bedroom Villa	2 units x 2 Bedrooms Apartment	89,000.00 83,000.00	872,000.00 834,000.00	\$ 2,250.00 750.00	
4]	TUBERA	The Zigi Hotel	555/65 Moo 5, 12 Naklua Road, Banglamung, Chonburi T: +6638 909 800-20	17 Apr'10	21 Apr'10 (late check out)	5 days / 4nights	3units x 4 Bedrooms Villa	2 units x 2 bedroom, 1 unit x 3 bedroom, 5 deluxe Rooms	4,414.00	211,872.00	\$ 6,621.00	
5]	TUBERA	The Zigi Hotel	555/65 Moo 5, 12 Naklua Road, Banglamung, Chonburi T: +6638 909 800-20	17 Apr'10	21 Apr'10 (late check out)	5 days / 4nights	1 UNIT	1 UNIT				
5]	CRISTAL	Siam Dayshore Resort & Spa	559 Beach Road, Pattaya City, Chonburi T: +6638 428 678-81	19 Apr'10	21 Apr'10 (late check out)	3 days / 2 nights	Deluxe Seaview Room	Executive Room	84,700.00	89,400.00	\$ 293.75	
6]	BENJAMIN NICHOLS	Marilyn Pool Villa Resort & Spa Pattaya	344 Soi Nakrua 12, Moo 5, Pattaya Road-Nakrua, Banglamung, Chonburi T: +6638 225 538	19 Apr'10	21 Apr'10 (late check out)	3 days	1 unit x 2 Bedrooms Villas	1 unit x 2 bedroom villa	85,500.00	811,000.00	\$ 345.75	
7]	SESAY	Argyle Apartments	338 Phraatamak Road, Buddha Hill Pattaya T: +6638 250 123	17 Apr'10	21 Apr'10 (late check out)	5 days	1 unit x 2 Bedrooms	1 unit x 2 bedroom apartment	83,000.00	812,000.00	\$ 375.00	
8]	JACQUES NICDAO	GOLF COURSE	TEE OFF								\$ -	
9]	Brian T. Ware	All Seasons Hotel Pattaya	425/8 Moo 9 Pattaya 2nd Road, Central Pattaya, Chonburi Thailand 20150 Tel: +66 (0) 38 41 88 88 Fax: +66 (0) 38 41 88 90	17-Apr-10	19-Apr-10	3 Days	1 x Unit	1x unit	2,800.00	5,600.00	\$ 175.00	1 x van
10]	Carrasquillo, Nilsa YNCS	SHOPPING FURNITURE									\$ -	

**TOTAL USD BUDGET \$ 13,933.50**

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 OFFERED PG 13 / ADMITTED PG 132  
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GLENN DEFENSE MARINE ASIA PHILIPPINES, INC.  
BANK ACCOUNT BALANCE FOR THE MONTH March 2012

Date	Doc Ref.	Check No.	Payment To/From	Description	Port	Ship's Name	PVST Date	Amount In PHP	Amount Out PHP	Balance Amount PHP
1-Mar			<b>BEGINNING BAL.</b>							701,330.96
1-Mar	CV 0365	1030170	1322 Roxas Boulevard Condominium Corp.	Association dues for the month of March 2012					21,114.95	680,216.01
1-Mar	CV 0366	1030171	Sonny Boy Sorela	Cash Advances for open purchase, representation & reception item for USS Chaffee	Iloilo	USS Chaffee	Mar 2-5		100,000.00	580,216.01
1-Mar	CV 0367	1030172	Gothong Southern Shipping Lines Inc.	Inv 2012-001 Rental of empty container from Jan 27-31 2012	Cebu	USS Chaffee	Jan 28-Feb 1		180,000.00	400,216.01
1-Mar	CV 0368	1030173	Jose Chanie Mahinav	Custom underguarding from Feb 16-23 2012 for Glenn Constitution		Glenn Constitution			15,000.00	385,216.01
1-Mar	CV 0369	1030174	Globe Telecom Inc.	Cellphone bill from Jan 10-Feb 9 2012 (24accts) - OPS					17,253.88	367,962.13
1-Mar	CV 0369	1030174	Globe Telecom Inc.	Cellphone bill from Jan 10-Feb 9 2012 (24accts) - BOSS					27,998.49	339,963.64
1-Mar	CV 0369	1030174	Globe Telecom Inc.	Cellphone bill from Jan 10-Feb 9 2012 (24accts) - JOEMAR CASTILLO					5,583.63	334,380.01
1-Mar	CV 0369	1030174	Globe Telecom Inc.	Cellphone bill from Jan 10-Feb 9 2012 (24accts) - ADMIN					2,067.07	332,312.94
1-Mar	CV 0369	1030174	Globe Telecom Inc.	Cellphone bill from Jan 10-Feb 9 2012 (24accts) - GLENN VESSELS		Glenn Constitution & Jumbo			3,093.66	329,219.28
1-Mar	CV 0369	1030174	Globe Telecom Inc.	Cellphone bill from Jan 10-Feb 9 2012 (24accts) - UNDEPLOYED					8,988.57	320,230.71
1-Mar	CV 0370	1030175	Globe Telecom Inc.	Cellphone bill from Jan 10-Feb 9 2012 (49 accts) - BOSS					3,371.50	316,859.21
1-Mar	CV 0370	1030175	Globe Telecom Inc.	Cellphone bill from Jan 10-Feb 9 2012 (49 accts) - BELLE/OCHIE/CHE					764.38	316,094.83
1-Mar	CV 0370	1030175	Globe Telecom Inc.	Cellphone bill from Jan 10-Feb 9 2012 (49 accts) - EJ					7,752.80	308,342.03
1-Mar	CV 0370	1030175	Globe Telecom Inc.	Cellphone bill from Jan 10-Feb 9 2012 (49 accts) - ARCHIE					1,987.92	306,374.11
1-Mar	CV 0370	1030175	Globe Telecom Inc.	Cellphone bill from Jan 10-Feb 9 2012 (49 accts) - UNDEPLOYED					17,955.00	288,419.11
1-Mar	CV 0371	1030176	Globe Telecom Inc.	Cellphone bill from Jan 10-Feb 9 2012 (30accts) - 2VIP Escort					2,670.28	285,748.83
1-Mar	CV 0371	1030176	Globe Telecom Inc.	Cellphone bill from Jan 10-Feb 9 2012 (30accts) - UNDEPLOYED					11,171.99	274,576.84
1-Mar	CV 0372	1030177	Golden Point Auto Care Inc.	SI NR-5652-FLEET replace brake pads rear & shop supplies for Ford Expedition RAV105					3,495.00	271,081.84
1-Mar	CV 0373	1030178	Clover Motor Supply Inc.	Charge Inv 342414 fuel filter & oil filter for Glenn FP3 & Guardian		Glenn FP3 & Guardian			5,546.00	265,535.84
1-Mar	CV 0373	1030178	Clover Motor Supply Inc.	charge Inv 342471 oil filter for Trucklight MIO-007 & 008		Trucklight			696.00	264,839.84
1-Mar	CV 0373	1030178	Clover Motor Supply Inc.	Charge Inv 342497 5255fuel filter for Glenn Guardian		Glenn Guardian			1,780.00	263,079.84
1-Mar	CV 0374	1030179	Travel Managers International Inc.	SI 139998 airfare of RJ Mendoza & Antonio Arcellana CEB/MNL					6,056.00	257,023.84
1-Mar	CV 0374	1030179	Travel Managers International Inc.	SI 24398 airfare of Metiyadi & Hotmarulitasido MNL/CGK					21,750.00	235,273.84
1-Mar	CV 0375	1030180	Jose Alberto Dilanco	JAD-0295 Bus rental from Jan 29-Feb 1 2012	Manila	USS Wayne Meyer	Jan 29-Feb 2		151,400.00	83,873.84
1-Mar			<b>INWARD REMITTANCES</b>					<b>4,999,450.00</b>		<b>5,083,323.84</b>
2-Mar	CV 0376	1030181	Christina Abrijo	Cash Advance for salaries of NSD guards from Feb 16-29 2012					21,000.00	5,062,323.84
2-Mar	CV 0377	1030182	Bench Transport Services	DP for Transportation Rental from March 2-4 2012	Iloilo	USS Chaffee	Mar 2-5		130,000.00	4,932,323.84
2-Mar	CV 0378	1030183	Patricia May Abelar	Salary for the month of January 2012-Final					97,725.50	4,834,598.34
2-Mar	CV 0378	1030184	Christina Abrijo	Cash Advance for labor charge AC cleaning & replacement of compressor & pcf replenishment					17,800.00	4,816,798.34
5-Mar	CV 0380	1030185	Antonio Arcellana	Cash Advance for crew salary, food allowance & hotel accommodation	Iloilo	USS Chaffee	Mar 2-5		84,800.00	4,732,198.34
5-Mar	CV 0381	1030186	Goldtree Corporation	Rental of Subic Office for the month of February 2012					103,000.00	4,629,198.34
5-Mar	CV 0381	1030186	Goldtree Corporation	Electric Consumption from Jan 26-Feb 26 2012					14,333.82	4,614,864.52
5-Mar	CV 0382	1030187	Archie Briones	Cash Advance for payment to examina autoshop fro Grandia ZNN250					10,000.00	4,604,864.52
6-Mar	CV 0383	MC16573	FF Cruz Shipping Corporation	Diesel for Glenn Constitution		Glenn Constitution			345,520.00	4,259,344.52
6-Mar	CV 0384	1030188	Automatic Response Inc.	SOA 5602 Security Service from Mar 1-5 2012	Iloilo	USS Chaffee	Mar 2-5		30,912.00	4,228,432.52
6-Mar	CV 0385	1030189	Caesar Ortiz	Salary from Feb 1-29 2012 as acting chief officer of Glenn Guardian		Glenn Guardian			52,000.00	4,176,432.52
7-Mar	CV 0386	1030190	Made'M Printing Services Inc.	Business Cards for Admiral, Mydee, Elinor & Joseph Benjamin					9,500.00	4,166,932.52
7-Mar	CV 0387	1030191	Spare Auto Supply	Charge Inv 20837 head gasket for Glenn FP3		Glenn FP3			1,200.00	4,165,732.52
7-Mar	CV 0387	1030191	Spare Auto Supply	Charge Inv 20793 bearing, oil seal & water pump seal for Glenn Guardian		Glenn Guardian			1,180.00	4,164,552.52
7-Mar	CV 0388	1030192	CS & T Subic Inc.	Ref F12007964 Fuel from Jan 16-31 2012					19,462.70	4,145,089.82
7-Mar	CV 0389	1030193	Travel Managers International Inc.	SI 140107 airfare of Abon, Valens MNL/CEB-Glenn OS					2,003.00	4,143,086.82
7-Mar	CV 0389	1030193	Travel Managers International Inc.	SI 140110 airfare of Arcellana, Antonio MNL/CEB					2,473.00	4,140,613.82
7-Mar	CV 0390	1030194	Eastern Machine Works Inc.	Service Inv 0865 PI wash, main housing fitting, journal grinding & CR/SH alignment & conrod fitting for Glenn Victory generator & engine overhauling		Glenn Victory			29,850.00	4,110,763.82
7-Mar	CV 0391	1030195	Spare Auto Supply	Charge Inv 20907 oil#40 caltex silver40 for Glenn Guardian		Glenn Guardian			8,445.00	4,102,318.82
7-Mar	CV 0391	1030195	Spare Auto Supply	Charge Inv 20902 copper washer Glenn Guardian		Glenn Guardian			480.00	4,101,838.82
7-Mar	CV 0391	1030195	Spare Auto Supply	Charge Inv 20982 silicone grey hi temp & shellac for Glenn Victory		Glenn Victory			450.00	4,101,388.82
7-Mar	CV 0392	1030196	Golden Point Auto Care Inc.	SI NR-5712-FLEET shop supplies & aircon cleaning labor ZNN651					7,500.00	4,093,888.82
7-Mar	CV 0393	1030197	J & A Services Corporation	Charge Inv 8333 214tons fresh water for USS Wayne Meyer	Manila	USS Wayne Meyer	Jan 29-Feb 2		313,035.00	3,780,853.82
7-Mar	CV 0394	1030198	Subic Homes	Housekeeping service from Jan 3-Feb 4 2012					4,400.00	3,776,453.82
7-Mar	CV 0394	1030198	Subic Homes	Garbage for Feb 2012					432.60	3,776,021.22
7-Mar	CV 0394	1030198	Subic Homes	Cable subscription for Feb 2012					495.00	3,775,526.22
7-Mar	CV 0395	1030199	<b>CANCELLED</b>	SI 0064 biodiesel for Glenn Guardian		Glenn Guardian				3,775,526.22
7-Mar	CV 0396	1030200	Marcelo Chavez Jr.	Salary for the month of January 2012		Glenn Jumbo			8,910.03	3,766,616.19
7-Mar	CV 0397	1030201	Encarnacion Bechaves Inc.	SOA 82639 1stdg spray sent to Joseph Briones					3,000.00	3,763,616.19
7-Mar	CV 0398	1030202	Vanzandt Remonde	Custom underguarding for Glenn Equipment at Cebu from Feb 1-23 2012					15,870.00	3,747,746.19

22-Mar	CV 0493	1030305	Harvey De Castro	Cash Advance for meal allowance, fuel & parking assigned to CWO3 Brian Ware	Manila	USS Blue Ridge	Mar 23-27		7,300.00	5,511,586.51
22-Mar	CV 0494	1030306	Frankie Cadurna	Cash Advance for Fuel ZNN651 assigned to Suppo of USS Blue Ridge					5,000.00	5,506,586.51
23-Mar	CV 0495	MC	Hyatt Hotel & Casino Manila	Hotel Accommodation from Mar 23-27 of Brian Ware, CS1 Vergara & LS2 Layug	Manila	USS Blue Ridge	Mar 23-27		108,556.50	5,398,030.01

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Pages 451 through 454 redacted for the following reasons:

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Pages (451) - (454) are withheld (b)(6), (b)(7)(C), (b)(7)(E)

SUMMARY OF GIFTS PROVIDED BY GDMA TO CWO4 BRIAN WARE

	1	2	3
<b>DATE OF STAY</b>	4/17/2010 - 4/21/2010	8/4/2010 - 8/7/2010	02/28/2011 - 03/03/2011
<b>COUNTRY/REGION</b>	PATTAYA, THAILAND	MANILA, PHILLIPINES	KOTA KINABALU/SEPANGAR, MALAYSIA
<b>HOTEL NAME</b>	ALL SEASONS PATTAYA	INTERCONTINENTAL MANILA	N/A
<b>TOTAL HOTEL COST</b>	\$175 USD	N/A	N/A
<b>PE #</b>	7		8
<b>HISTORICAL LODGING RATE</b>	N/A	\$152 USD x 3 DAYS	\$100 USD/DAY X 3 = \$300 USD
<b>PE #</b>		34	34
<b>OTHER ITEMS RECEIVED</b>	CAR, DRIVER, PHONE	N/A	N/A
<b>MISCELLANEOUS FEES</b>	\$90 USD x 3 DAYS (CAR/DRIVER)	N/A	N/A
	\$25 USD + \$1/3 DAYS (CELLPHONE)		
	TOTAL = \$298 USD		
<b>PE #</b>	33		
<b>TOTAL COST USD</b>	473.00	456.00	300.00

PROSECUTION EXHIBIT 39 PORTD  
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	4	5	6
<b>DATE OF STAY</b>	3/23/2012 - 3/27/2012	4/23/2012 - 4/26/2012	5/01/2012 - 5/04/2012
<b>COUNTRY/REGION</b>	MANILA, PHILLIPINES	DA NANG, VIETNAM	SIHANOUKVILLE, CAMBODIA
<b>HOTEL NAME</b>	HYATT HOTEL & CASINO	N/A	INDEPENDENCE HOTEL
<b>TOTAL HOTEL COST</b>	~\$838 USD	N/A	\$255 USD
<b>PE #</b>	9, 10, 37		35
<b>HISTORICAL LODGING RATE</b>	N/A	\$95 USD/DAY X 3 = \$285 USD	N/A
<b>PE #</b>		34	
<b>OTHER ITEMS RECEIVED</b>	CAR, DRIVER, PHONE	CAR, DRIVER, PHONE	CAR, DRIVER, PHONE
<b>MISCELLANEOUS FEES</b>	\$168 USD (MISC FEES)	\$300 USD x 4 DAYS (CAR/DRIVER)	\$120 USD x 4 DAYS (CAR/DRIVER)
	[\$25 USD + \$1/5 DAYS] (CELLPHONE)	\$25 USD + \$1/4 DAYS (CELLPHONE)	\$30 USD + 1/4 DAYS (CELLPHONE)
	TOTAL = \$198 USD	TOTAL = \$1230 USD	TOTAL = \$514 USD
<b>PE #</b>	9, 10, 37	33	33
<b>TOTAL COST USD</b>	1,036.00	1,514.00	769.00

PROSECUTION EXHIBIT 39 FORB  
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	7	8	9
<b>DATE OF STAY</b>	5/12/2012 - 5/14/2012	5/17/2012 - 5/18/2012	5/25/2012 - 5/29/2012
<b>COUNTRY/REGION</b>	JAKARTA, INDONESIA	SINGAPORE	PATTAYA, THAILAND
<b>HOTEL NAME</b>	SHANGRI-LA HOTEL	PARK HOTEL CLARKE QUAY HOTEL	PATTAYA DISCOVERY BEACH HOTEL
<b>TOTAL HOTEL COST</b>	\$329.18 USD	\$446 USD	\$270 USD
<b>PE #</b>	11	15, 38	12, 13, 14
<b>HISTORICAL LODGING RATE</b>	N/A	N/A	N/A
<b>PE #</b>			
<b>OTHER ITEMS RECEIVED</b>	N/A	CAR, DRIVER, PHONE	CAR, DRIVER, PHONE
<b>MISCELLANEOUS FEES</b>	N/A	\$90 USD x 2 DAYS (CAR/DRIVER)	\$140 USD x 4 DAYS (CAR/DRIVER)
		\$34 USD + \$1/2 DAYS (CELLPHONE)	\$45 USD + \$1/4 DAYS (CELLPHONE)
		TOTAL = \$216 USD	TOTAL = \$609 USD
<b>PE #</b>		33	33
<b>TOTAL COST USD</b>	329.18	662.00	879.00

PROSECUTION EXHIBIT 39 FOR  
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	10	11	12
<b>DATE OF STAY</b>	5/24/2012	5/26/2012 - 5/28/2012	8/24/2012 - 8/25/2012
<b>COUNTRY/REGION</b>	BANGKOK, THAILAND	BANGKOK, THAILAND	PYEONGTAEK, KOREA
<b>HOTEL NAME</b>	SIAM BAY SHORE HOTEL	MARRIOTT	SONGTAN TOURIST HOTEL
<b>TOTAL HOTEL COST</b>	N/A	N/A	N/A
<b>PE #</b>	14	14	16, 19
<b>HISTORICAL LODGING RATE</b>	\$146 USD/DAY	\$146 USD/DAY X 2 = \$292 USD	\$80 USD/DAY X 1 = \$80 USD
<b>PE #</b>	34	34	34
<b>OTHER ITEMS RECEIVED</b>	N/A	N/A	CAR/DRIVER
<b>MISCELLANEOUS FEES</b>	N/A	N/A	\$90 USD x 1 DAY (CAR/DRIVER)
			TOTAL = \$90 USD
<b>PE #</b>			19, 33
<b>TOTAL COST USD</b>	146.00	292.00	170.00

	13	14	TOTAL COST USD
DATE OF STAY	8/30/2012	7/29/2013 - 8/3/2013	8126.18
COUNTRY/REGION	CHANGWON, KOREA	BRISBANE, AUSTRALIA	
HOTEL NAME	INTERNATIONAL HOTEL	NOVOTEL BRISBANE	
TOTAL HOTEL COST	N/A	N/A	
PE #	17, 18	22, 23	
HISTORICAL LODGING RATE	\$120 USD/DAY	\$172 USD/DAY X 5 = \$860 USD	
PE #	34	34	
OTHER ITEMS RECEIVED	CAR/DRIVER	CELL PHONE	
MISCELLANEOUS FEES	\$90 USD x 1 DAY (CAR/DRIVER)	\$25 USD + 1/5 DAYS (CELL PHONE)	
	TOTAL = \$90 USD	TOTAL = \$30 USD	
PE #	33	23, 33	
TOTAL COST USD	210.00	890.00	

# ENLISTMENT / REENLISTMENT DOCUMENT

## ARMED FORCES OF THE UNITED STATES

### PRIVACY ACT STATEMENT

**AUTHORITY:** 5 USC 3331, 32 USC 708, 44 USC 708, 44 USC 3101, and Sections 133, 265, 275, 504, 508, 510, 591, 672(d), 678, 837, 1007, 1071, through 1087, 1168, 1169, 1475 through 1480, 1553, 2107, 2122, 3012, 5031, 8012, 8033, 8496, and 9411 of 10 USC and in Executive Orders 9397, 10450, and 11652.

**PRINCIPAL PURPOSES:** To record enlistment or reenlistment into the U. S. Armed Forces. This information becomes a part of your military personnel records which are used to provide promotion, reassignment, training, medical support, and other personnel management actions for you. Your Social Security Number is necessary to identify you and your records, and to properly report your earnings as a member of the U. S. Armed Forces to the Social Security Administration. The data is FOR OFFICIAL USE ONLY and will be maintained in strict confidence in accordance with Federal law and regulations.

**ROUTINE USES:** To document your enlistment/reenlistment agreement with the U. S. Armed Forces; to record voluntary changes in your enlistment/reenlistment agreement; to determine dates of service and seniority; and for such other routine personnel management actions required to maintain normal career progression as a member of a component of the U. S. Armed Forces.

**DISCLOSURE IS VOLUNTARY:** However, failure to furnish information will result in denial of enlistment or reenlistment.

A. ENLISTEE / REENLISTEE IDENTIFICATION DATA					
1. NAME (Last, First, Middle) WARE BRIAN THOMAS			2. SOCIAL SECURITY (b) (6)		
3. PLACE OF ENLISTMENT / REENLISTMENT (Mil. Installation, City, State) (b) (6) KANSAS CITY MEPS MO					
5. DATE OF ENLISTMENT / REENLIST (b) (6)		6. DATE OF BIRTH (YYMMDD) (b) (6)		7. PREV MIL SVC UPON ENL / REENLIST	
				YEARS	MONTHS
				DAYS	
				a. Total Active Military Service	
				b. Total Inactive Military Service	

B. AGREEMENTS	
8. I am enlisting / reenlisting in the United States (list branch of service) <u>NAVAL RESERVE</u> this date for <u>8</u> years and _____ weeks beginning in pay grade <u>E-4</u> . The additional details of my enlistment / reenlistment are in Section C and Annex(es) <u>A B</u>	
a. FOR ENLISTMENT IN A DELAYED ENTRY / ENLISTMENT PROGRAM (DEP): I understand that I will be ordered to active duty as a Reservist unless I report to the place shown in item 4 above by (list date (YYMMDD)) <u>0600 87 MAR 25</u> for enlistment in the Regular component of the United States (list branch of service) <u>NAVY</u> for not less than <u>4</u> years and _____ weeks. My enlistment in the DEP is in a nonpay status. I understand my period of time in the DEP is NOT creditable for pay purposes upon entry into a pay status. However, I also understand that this time is counted toward fulfillment of my military service obligation or commitment. I must maintain my current qualifications and keep my recruiter informed of any changes in my physical or dependency status, moral qualifications, and mailing address.	
b. Remarks: (if none, so state.) <u>NONE</u>	

X. 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 BINDING AND WILL NOT BE HONORED.**  
 (Continued on reverse side)



C. PARTIAL STATEMENT OF EXISTING UNITED STATES LAWS

9. FOR ALL ENLISTEES OR REENLISTEES: Many laws, regulations, and military customs will govern my conduct and require me to do things a civilian does not have to do. The following statements are not promises or guarantees of any kind. They explain some of the present laws affecting the Armed Forces which I cannot change but which Congress can change at any time.

a. My enlistment is more than an employment agreement. 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.

c. In the event of war, my enlistment in the Armed Forces continues until six (6) months after the war ends, unless my enlistment is ended sooner by the President of the United States.

10. MILITARY SERVICE OBLIGATION 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. Any part of that service not served on active duty must be served in a Reserve Component unless I am sooner discharged.

b. If I am a member of a Reserve Component of an Armed Force at the beginning of a period of war or national emergency declared by Congress, or if I become a member during that period, my military service may be extended without my consent until six (6) months after the end of that period of war.

c. As a member of a Reserve Component, in time of war or national emergency declared by the Congress, I may be required to serve on active duty (other than for training) for the entire period of the war or emergency and for six (6) months after its end.

d. As a member of the Ready Reserve I may be required to perform active duty or active duty for training without my consent (other than as provided in item 8 of this document) as follows:

(1) In time of national emergency declared by the President of the United States, I may be ordered to active duty (other than for training) for not more than 24 consecutive months.

(2) I may be ordered to active duty for 24 months, and my enlistment may be extended so I can complete 24 months of active duty, if:

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

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

(c) I have not served on active duty for a total of 24 months.

(3) I may 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 Reserve, my enlistment may be extended until I perform that additional duty, but not for more than six months.

(4) When determined by the President that it is necessary to support any operational mission, I may be ordered to active duty for not more than 90 days if I am a member of the Selected Reserve.

11. FOR ENLISTEES / REENLISTEES IN THE NAVY OR MARINE CORPS: 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 desire. 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: This form registers me under the Military Selective Service Act. The Department of Defense may transmit information from my personnel records including name, social security number, birthdate, and address to the Selective Service System to meet registration and information reporting requirements.



NAME OF ENLISTEE / REENLISTEE (Last, First, Middle) WARE BRIAN THOMAS		SOCIAL SECURITY NO. OF ENLISTEE / REENLISTEE (b) (6)	
<b>D. CERTIFICATION AND ACCEPTANCE</b>			
<p>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.</p> <p>I CERTIFY THAT I HAVE CAREFULLY READ THIS DOCUMENT. ANY QUESTIONS I HAD WERE EXPLAINED TO MY SATISFACTION. I FULLY UNDERSTAND THAT ONLY THOSE AGREEMENTS IN SECTION B OF THIS DOCUMENT OR RECORDED ON THE ATTACHED ANNEX(ES) WILL BE HONORED. ANY OTHER PROMISES OR GUARANTEES MADE TO ME BY ANYONE ARE WRITTEN BELOW: (If none, X "NONE" and initial.)</p> <p><input checked="" type="checkbox"/> NONE <i>ATW</i> (Initials of enlistee / reenlistee)</p>			
b. SIGNATURE OF ENLISTEE / REENLISTEE <i>Brian Thomas Ware</i>		c. DATE SIGNED (YYMMDD) 87 MAR 17	
<p>14a. On behalf of the United States (list branch of service) <u>NAVY</u>, 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.</p>			
SERVICE REPRESENTATIVE INFORMATION			
b. NAME (Last, First, Middle) WILSON ARTHUR TYRINE	c. PAY GRADE P-6	d. UNIT / COMMAND NAME NPS	
e. SIGNATURE <i>Arthur Tyrine Wilson</i>	f. DATE SIGNED (YYMMDD) 87 MAR 17	g. UNIT / COMMAND ADDRESS (City, State, ZIP Code) KANSAS CITY MO 64108	
<b>E. CONFIRMATION OF ENLISTMENT OR REENLISTMENT</b>			
<p>15. IN THE ARMED FORCES EXCEPT THE NATIONAL GUARD (ARMY OR AIR): I, <u>BRIAN THOMAS WARE</u>, 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.</p> <p>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.</p> <p>17. IN THE NATIONAL GUARD (ARMY OR AIR): I do hereby acknowledge to have voluntarily enlisted /reenlisted this _____ day of _____ 19____ 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.</p>			
18a. SIGNATURE OF ENLISTEE / REENLISTEE <i>Brian Thomas Ware</i>		b. DATE SIGNED (YYMMDD) 87 MAR 17	
19a. The above oath was administered, subscribed, and duly sworn to (or affirmed) before me this date.			
ENLISTMENT / REENLISTMENT OFFICER INFORMATION			
b. NAME (Last, First, Middle) HULCUMB ROCK RICHARD	c. PAY GRADE O-7	d. UNIT / COMMAND NAME KANSAS CITY I&PS	
e. SIGNATURE <i>Rock Richard Hulcumb</i>	f. DATE SIGNED (YYMMDD) 84 FEB 17	g. UNIT / COMMAND ADDRESS (City, State, ZIP Code) KANSAS CITY MO 64108	

DD Form 412, MAY 85

PREVIOUS EDITIONS ARE OBSOLETE

NAME (Last, First, Middle) WARE BRIAN THOMAS		(b) (6)		1. REENLISTEE
<b>F. DISCHARGE FROM DELAYED ENTRY / ENLISTMENT PROGRAM</b>				
<p>20a. I request to be discharged from the Delayed Entry/Enlistment Program (DEP) and enlisted in the Regular Component of the United States (list branch of service) <u>NAVY</u> for a period of <u>4</u> years and _____ weeks. No changes have been made to my enlistment options OR if changes were made they are recorded on Annex(es) <u>N/A</u> which replace(s) Annex(es) <u>N/A</u>.</p>				
b. SIGNATURE OF DELAYED ENTRY / ENLISTMENT PROGRAM ENLISTEE <i>Brian Thomas Ware</i>			c. DATE SIGNED (YYMMDD) 87MAR25	
<b>G. APPROVAL AND ACCEPTANCE BY SERVICE REPRESENTATIVE</b>				
<p>21a. This enlistee is discharged from the Reserve Component shown in item 8 and is accepted for enlistment in the Regular Component of the United States (list branch of service) <u>NAVY</u> in pay grade <u>E-1</u>.</p>				
<b>SERVICE REPRESENTATIVE INFORMATION</b>				
b. NAME (Last, First, Middle) WILSON ANTHONY TYRONE		c. PAY GRADE E-6	d. UNIT / COMMAND NAME NRD	
e. SIGNATURE <i>Anthony Tyrone Wilson</i>		f. DATE SIGNED (YYMMDD) 87MAR25	g. UNIT / COMMAND ADDRESS (City, State, ZIP Code) KANSAS CITY MO 64108	
<b>H. CONFIRMATION OF ENLISTMENT OR REENLISTMENT</b>				
<p>22a. IN A REGULAR COMPONENT OF THE ARMED FORCES: I, <u>BRIAN THOMAS WARE</u> 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.</p>				
b. SIGNATURE OF ENLISTEE / REENLISTEE <i>Brian Thomas Ware</i>			c. DATE SIGNED (YYMMDD) 87MAR25	
<p>23a. The above oath was administered, subscribed, and duly sworn to (or affirmed) before me this date.</p>				
<b>ENLISTMENT OFFICER INFORMATION</b>				
b. NAME (Last, First, Middle) BRYANT LOIS ELAINE		c. PAY GRADE O-3	d. UNIT / COMMAND NAME KANSAS CITY MEPS	
e. SIGNATURE <i>Lois Elaine Bryant</i>		f. DATE SIGNED (YYMMDD) 87MAR25	g. UNIT / COMMAND ADDRESS (City, State, ZIP Code) KANSAS CITY MO 64108	

DD Form 43, MAY 85

Previous editions are obsolete



FOUR YEAR OBLIGOR SCHOOL GUARANTEE PROGRAM

NAME (Last-First-Middle-Initial-etc) WARE            BRIAN            THOMAS	SSN (b) (6)
I. I have been guaranteed one of the following programs: MESS MANAGEMENT SPECIALIST XXXX1. Assignment to the <u>MS</u> Class "A" School. - OR - NA2. Programmed School Input (PSI) with assignment to the <u>NA</u> Class "A" School approximately fifteen (15) months after commencement of active duty.	
X II. I understand that my eligibility for my guaranteed program will be rechecked during recruit training and subsequent schooling. I must, at all times, remain eligible for the required security clearance and meet the physical qualifications of my guaranteed program. If it is determined that I am ineligible to continue in this program, any one of the following courses of action will be taken:  1. If I become ineligible for my guaranteed program because of a personal fact(s) of which I knew and did not include in my application for enlistment, I may be assigned to an alternate Navy program or separated from the Navy. This reassignment or separation will be made by the Navy, based on my qualifications and the needs of the Navy.  2. If I become ineligible for my guaranteed program because of a personal fact(s) of which I did not know or which I knew and included in my application for enlistment, I will have the following options: a. Reassignment to a Navy program in which a vacancy exists and (or rate/rating) for which I am qualified and desire, - OR - b. Separation from the naval service.  3. If my guaranteed program training is stopped because of disciplinary reasons or failure to meet the Navy's academic or professional standards during any phase of my training, I will be reassigned duties as the needs of the Navy require.	
<i>Wex Pantier</i> 17MAR87 (Signature of Enlisting Officer/Date) WEX PANTIER PNL 152 FPO 127/245 243 0000 BY DIRECTION OF OI	X <i>Brian Thomas Ware</i> 17MAR87 (Signature of Enlistee/Date)  BRIAN THOMAS WARE (Typed Name)

NAVCRUIT 1133/12 (6/81)

ANNEX B TO DD FORM 4 17MAR87  
(date)

MENS (N PIER)

STATEMENT OF UNDERSTANDING

NAME (Last-First-Middle-Jr-Sr-etc)

SSN

BRANCH AND CLASS

WARE BRIAN THOMAS

(b) (6)

USN

*Brian Thomas Ware*

I UNDERSTAND THAT MY ENLISTMENT/APPOINTMENT IN THE U. S. NAVY OR NAVAL RESERVE (INCLUDING THE DELAYED ENTRY INTO TRAINING (DET) PROGRAM, THE DELAYED ENLISTMENT PROGRAM (DEP), AND OFFICER ACCESSION PROGRAMS) AND MY ULTIMATE ASSIGNMENT TO ACTIVE DUTY OR ACTIVE DUTY FOR TRAINING, IS CONTINGENT ON THE RETURN OF NEGATIVE RESULTS OF BLOOD TESTS WHICH SCREEN FOR HTLV-III ANTIBODY. THE HTLV-III ANTIBODY IS THE BODY'S RESPONSE TO THE VIRUS BELIEVED TO CAUSE ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS). PRESENCE OF THE HTLV-III ANTIBODY IMPLIES PAST EXPOSURE TO THE VIRUS THAT CAUSES AIDS BUT DOES NOT INDICATE THE PRESENCE OF THE DISEASE AIDS. I UNDERSTAND THAT IF THE TESTS INDICATED THE PRESENCE OF THE HTLV-III ANTIBODY, I WILL RECEIVE AN ENTRY LEVEL SEPARATION (ELS) OR DISCHARGE, AS APPROPRIATE FROM THE NAVY OR NAVAL RESERVE AND MY ENLISTMENT CONTRACT WILL BE VOIDED.

I UNDERSTAND THAT UPON ELS OR DISCHARGE FROM THE DET, DEP, U S NAVY OR NAVAL RESERVE, I MAY OBTAIN A WRITTEN CONSULTATION AT MY OWN EXPENSE FROM A PRIVATE PHYSICIAN IN ORDER TO BE EVALUATED AS TO MY POTENTIAL FOR INFECTION WITH THE HTLV-III VIRUS. IF RESULTS ARE NEGATIVE, I MAY PROVIDE THIS CONSULTATION TO MY NAVY RECRUITER FOR FURTHER EVALUATION OF MY ELICIBILITY TO RE-ENTER THE NAVY OR NAVAL RESERVE.

*Rex Denter*

(Signature of Enlisting Officer)

*Brian Thomas Ware*

(Signature of Enlistee)  
BRIAN THOMAS WARE

REX DENTER P01 USN  
FAC21220785 24386285  
BY DIRECTION OF CO

(b) (6)

AGENCY *NA* - PG 28 - FORM 4 - JAN 80 - 17

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OFFICIAL COPY





DEFENSE EXHIBIT B FOR ID  
OFFERED PG 145 ADMITTED PG 150  
Page 1 of 1

**OFFICER APPOINTMENT ACCEPTANCE AND OATH OF OFFICE**

1. NAME (LAST, FIRST, MIDDLE) WARE, BRIAN THOMAS		2. STATUS BEFORE APPT. CSCS, USN			3. PC		
ADDRESS LT DUKES							
(b) (6) (h) (6)							
4. SSN (b) (6)	5. Y	6. DESIG 7521	7. SEX M	8.	9. OSC 241	10. CSC 241	11. BC E
12. DATE OF BIRTH (b) (6)	13. PERMANENT GRADE CWO2	14. PERM GRADE DATE 09MAR01	15. PRESENT GRADE CWO2	16. PRESENT GRADE DATE 09MAR01	17. NULL & VOID DATE 09MAR01		
TYPE OF DUTY <input checked="" type="checkbox"/> 18. ACTIVE <input type="checkbox"/> 19. INACTIVE		TYPE OF APPOINTMENT <input type="checkbox"/> 20. TEMPORARY <input checked="" type="checkbox"/> 21. PERMANENT		STATUS <input type="checkbox"/> 22. CONFIRMED <input type="checkbox"/> 23. AD INTERIM		24. USN <input checked="" type="checkbox"/>	25. USNR <input type="checkbox"/>
26. AUTHORITY 10 USC 571			27. PLSD	28.	29. BUPERS USE ONLY		

THE PRESIDENT OF THE UNITED STATES HAS APPOINTED YOU AS AN OFFICER IN THE U.S. NAVY UNDER THE CONDITIONS INDICATED IN THIS DOCUMENT. IF APPOINTMENT IS ACCEPTED YOU MUST COMPLETE OATH OF OFFICE. IF IT IS NOT ACCEPTED SIGN AND DATE DECLINATION. INDICATE REASONS FOR NON-ACCEPTANCE.

AUTHENTICATED:

*David B Lanham*  
DAVID B LANHAM

JAN 09 2009

**OATH OF OFFICE**

FROM: BRIAN THOMAS WARE  
TO: Secretary of the Navy

I BRIAN THOMAS WARE  
HAVING BEEN APPOINTED CWO2 (P)

IN THE U.S. NAVY UNDER THE CONDITIONS INDICATED IN THIS DOCUMENT, DO ACCEPT SUCH APPOINTMENT AND 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; THAT I TAKE THIS OBLIGATION FREELY, WITHOUT ANY MENTAL RESERVATION OR PURPOSE OF EVASION; AND THAT I WILL WELL AND FAITHFULLY DISCHARGE THE DUTIES OF THE OFFICE ON WHICH I AM ABOUT TO ENTER, SO HELP ME GOD.

Copy to:

**A&O RECEIVED**  
APR 11 2011

*Brian Thomas Ware*  
(SIGNATURE OF APPOINTEE)

SUBSCRIBED AND SWORN TO BEFORE ME THIS

1<sup>st</sup> DAY OF March 20 09

*[Signature]*  
(SIGNATURE AND GRADE OF WITNESSING OFFICER)

**DECLINATION OR DISQUALIFICATION**

- NOT OFFERED
- NOT ACCEPTED.

\_\_\_\_\_  
(APPOINTEE/COMMANDING OFFICER SIGNATURE)

\_\_\_\_\_  
(DATE)

REASON

NAVPERS 10004 REV 1

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ORIGINAL-RETURN TO NAVPERSCOM, PERS-480

DEFENSE EXHIBIT C FOR ID  
OFFERED PG 145 ADMITTED PG 150





DEPARTMENT OF THE NAVY

COMMANDING OFFICER  
USS BLUE RIDGE (LCC-19)  
FPO AP 96628-3300

FINISH FILE PERS 83

IN REPLY REFER TO:  
1421  
00  
1 Mar 12

From: Commanding Officer, USS BLUE RIDGE (LCC 19)  
To: CWO2 Brian T. Ware, USN, (b) (6) *5/188*  
Subj: DELIVERY OF PERMANENT APPOINTMENT  
Ref: (a) CNO WASHINGTON DC 161829Z FEB 12 (NAVADMIN 060/12)  
(b) 10 U.S.C. 578  
(c) SECNAVISNT 1811.3M

1. Your permanent appointment to  Chief Warrant Officer-W3  Lieutenant (Junior Grade)  Lieutenant  Lieutenant Commander  Commander  Captain with the date of rank and effective date of 1 March 2012 promulgated by reference (a) pursuant to the provisions of references (b) and (c) is hereby delivered.

2. You will indicate by endorsement hereon whether you accept or decline this appointment.

*D. C. Grieco*  
D. C. GRIECO

FIRST ENDORSEMENT

1 Mar 12

From: CWO3 Brian T. Ware, USN, (b) (6)  
To: Commander, Navy Personnel Command (PERS-802)  
Via: Commanding Officer, USS BLUE RIDGE (LCC 19)

- 1. I  accept  decline the permanent appointment authorized by reference (a).
- 2. I certify that I understand the provisions of reference (b).
- 3. VOLUNTARY OATH

I, Brian T. Ware, do solemnly reaffirm that I will support and defend the Constitution of the United States of America against all enemies, foreign and domestic, that I will continue to bear true faith and allegiance to the Constitution and the Country whose course it directs, and that I take this obligation freely, without any mental reservation. So help me God.

*B. T. Ware*  
B. T. WARE

SECOND ENDORSEMENT

1 Mar 12

From: Commanding Officer, USS BLUE RIDGE (LCC 19)  
To: Commander, Navy Personnel Command (PERS-802)

- 1. Forwarded.

*D. C. Grieco*  
D. C. GRIECO

FOR OFFICIAL USE ONLY-PRIVACY SENSITIVE

Forward original to CHPC (below) and one copy to Appointee

Navy Personnel Command (PERS-802)  
5720 Integrity Drive  
Millington, TN 38055-0802

NAVPERS 1421/7 (Rev. 08-2011)

DEFENSE EXHIBIT C FORTID  
OFFERED PG 145 ADMITTED PG 150  
Page 2 of 3



DEPARTMENT OF THE NAVY  
 USS RONALD REAGAN (CVN 76)  
 FPO AP 96616-2876

WARE BRIAN (b) (6)

1426  
 ADM  
 1 Jun 16

From: Commanding Officer, USS RONALD REAGAN (CVN 76)  
 To: CWO3 Brian T. Ware, (b) (6)

Subj: DELIVERY OF PERMANENT APPOINTMENT

Ref: (a) SECNAVINST 1412.6L  
 (b) 10 U.S.C. 5596  
 (c) OPNAVINST 1811.3

1. Your permanent appointment to chief warrant officer (four) with the date of rank and effective date of 1 June 2016 promulgated and pursuant to the provisions of references (a) through (c) are hereby delivered.
2. You will indicate by endorsement hereon whether you accept or decline this appointment.

*M. P. Donnelly*

M. P. DONNELLY

FIRST ENDORSEMENT

1 Jun 16

From: CWO4 Brian T. Ware, USN, (b) (6)  
 To: Commander, Navy Personnel Command (PERS-802)  
 Via: Commanding Officer, USS RONALD REAGAN (CVN 76)

1. I  accept  decline the permanent appointment authorized by reference (a).
2. I certify that I understand the provisions of reference (a).
3. VOLUNTARY OATH

I, Brian T. Ware, do solemnly reaffirm that I will support and defend the Constitution of the United States of America against all enemies, foreign and domestic, that I will continue to bear true faith and allegiance to the Constitution and the Country whose course it directs, and that I take this obligation freely, without any mental reservation. So help me God.

*B. T. Ware*  
 B. T. WARE

SECOND ENDORSEMENT

Ser 00/230  
 1 Jun 16

From: Commanding Officer, USS RONALD REAGAN (CVN 76)  
 To: Commander, Navy Personnel Command (PERS-802)

1. Forwarded.

*M. P. Donnelly*

M. P. DONNELLY DEFENSE EXHIBIT C PORT D  
 OFFERED PG 145 ADMITTED PG 150

Page 3 of 3

FINISH FILE PERS 806

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FITNESS REPORT & COUNSELING RECORD (W2-O6)

RCS BUPERS 1610-1

1. Name (Last, First MI Suffix) WARE, BRIAN T				2. Grade/Rate CWO4		3. Desig 7521		4. SSN (b) (6)	
5. ACT <input checked="" type="checkbox"/> FTS <input type="checkbox"/> INACT <input type="checkbox"/> AT/ADSW/265 <input type="checkbox"/>		6. UIC 22178		7. Ship/Station CVN 76 REAGAN			8. Promotion Status REGULAR		9. Date Reported 15AUG31
Occasion for Report				11. Detachment <input type="checkbox"/>		12. Detachment of <input type="checkbox"/>		13. Special <input type="checkbox"/>	
10. Periodic <input checked="" type="checkbox"/>		11. of Individual <input type="checkbox"/>		12. Reporting Senior <input type="checkbox"/>		13. Special <input type="checkbox"/>		14. From: 16APR13 To: 17MAR31	
16. Not Observed Report <input type="checkbox"/>		17. Regular <input checked="" type="checkbox"/>		18. Concurrent <input type="checkbox"/>		19. OptCdr <input type="checkbox"/>		20. Physical Readiness PB	
21. Billet Subcategory (if any) APPROVED		22. Reporting Senior (Last, FI MI) DONNELLY, M P		23. Grade CAPT		24. Desig 1320		25. Title CO	
26. UIC 22178		27. SSN		28. Command employment and command achievements. Crew Cert/Fast Cruise/INSURV II-V/INSURV MI/VALIANT SHIELD/MCSOFEX-ASWEX/NEMT I-IV/Core I-II/KEEN SWORD/ULTRA-S/SMI/3MA/SRA-4/ATFP Phase I. 2016 SECDEF Maintenance Award winner. Assigned to the Navy's premier ready and forward CVN, homeported in Yokosuka, Japan.		29. Primary/Collateral/Watchstanding duties. (Enter primary duty abbreviation in box) FSO		PRI: Food Service Officer-11. Managed six dining facilities and 200 Sailors in providing all food service related functions for a large afloat CVN food service operation. Responsible for a \$4.2 million subsistence inventory and providing 18,000 meals daily. PFA: 16-1/16-2.	
For Mid-term Counseling Use. (When completing FITREP, enter 30 and 31 from counseling worksheet, sign 32.)				30. Date Counseled NOT REQ		31. Counselor		32. Signature of Individual Counseled	
PERFORMANCE TRAITS: 1.0 - Below standards/not progressing or UNSAT in any one standard, 2.0 - Does not yet meet all 3.0 standards; 3.0 - Meets all 3.0 standards; 4.0 - Exceeds most 3.0 standards; 5.0 - Meets overall criteria and most of the specific standards for 5.0. Standards are not all inclusive.									
PERFORMANCE TRAITS	1.0* Below Standards		2.0 Pro- gressing		3.0 Meets Standards		4.0 Above Standards		5.0 Greatly Exceeds Standards
33. PROFESSIONAL EXPERTISE: Professional knowledge, proficiency, and qualifications.	-Lacks basic professional knowledge to perform effectively. -Cannot apply basic skills. -Fails to develop professionally or achieve timely qualifications.				-Has thorough professional knowledge. -Competently performs both routine and new tasks. -Steadily improves skills, achieves timely qualifications.				-Recognized expert, sought after to solve difficult problems. -Exceptionally skilled, develops and executes innovative ideas. -Achieves early/highly advanced qualifications.
NOB <input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input checked="" type="checkbox"/>
34. COMMAND OR ORGANIZATIONAL CLIMATE/EQUAL OPPORTUNITY: Contributing to growth and development, human worth, community.	-Actions counter to Navy's retention/reenlistment goals. -Uninvolved with mentoring or professional development of subordinates. -Actions counter to good order and discipline and negatively affect Command/Organizational climate. -Demonstrates exclusionary behavior. Fails to value differences from cultural diversity.				-Positive leadership supports Navy's increased retention goals. Active in decreasing attrition. -Actions adequately encourage/support subordinates' personal/professional growth. -Demonstrates appreciation for contributions of Navy personnel. Positive influence on Command climate. -Values differences as strengths. Fosters atmosphere of acceptance/inclusion per EO/EEO policy.				-Measurably contributes to Navy's increased retention and reduced attrition objectives. -Proactive leader/exemplary mentor. Involved in subordinates' personal development leading to professional growth/sustained commitment. -Initiates support programs for military, civilian, and families to achieve exceptional Command and Organizational climate. -The model of achievement. Develops unit cohesion by valuing differences as strengths.
NOB <input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
35. MILITARY BEARING/ CHARACTER: Appearance, conduct physical fitness, adherence to Navy Core Values.	-Consistently unsatisfactory appearance. -Unsatisfactory demeanor or conduct. -Unable to meet one or more physical readiness standards. -Fails to live up to one or more Navy Core Values: HONOR, COURAGE, COMMITMENT.				-Excellent personal appearance. -Excellent demeanor or conduct. -Complies with physical readiness program. -Always lives up to Navy Core Values: HONOR, COURAGE, COMMITMENT.				-Exemplary personal appearance. -Exemplary representative of Navy. -A leader in physical readiness. -Exemplifies Navy Core Values: HONOR, COURAGE, COMMITMENT.
NOB <input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input checked="" type="checkbox"/>
36. TEAMWORK: Contributions toward team building and team results.	-Creates conflict, unwilling to work with others, puts self above team. -Fails to understand team goals or teamwork techniques. -Does not take direction well.				-Reinforces others' efforts, meets personal commitments to team. -Understands team goals, employs good teamwork techniques. -Accepts and offers team direction.				-Team builder, inspires cooperation and progress. -Talented mentor, focuses goals and techniques for team. -The best at accepting and offering team direction.
NOB <input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input checked="" type="checkbox"/>
37. MISSION ACCOMPLISHMENT AND INITIATIVE: Taking initiative, planning/prioritizing, achieving mission.	-Lacks initiative. -Unable to plan or prioritize. -Does not maintain readiness. -Fails to get the job done.				-Takes initiative to meet goals. -Plans/prioritizes effectively. -Maintains high state of readiness. -Always gets the job done.				-Develops innovative ways to accomplish mission. -Plans/prioritizes with exceptional skill and foresight. -Maintains superior readiness, even with limited resources. -Gets jobs done earlier and far better than expected.
NOB <input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>

NAYPERS 1610/2 (11-11) FOR OFFICIAL USE ONLY - PRIVACY ACT SENSITIVE

FITNESS REPORT & COUNSELING RECORD (W2-O6) (cont'd)

RCS BUPERS 1610-1

1. Name (Last, First MI Suffix) WARE, BRIAN T		2. Grade/Rate CWO4		3. Desig 7521		4. SSN (b) (6)	
PERFORMANCE TRAITS	1.0* Below Standards	2.0 Pro- gressing	3.0 Meets Standards	4.0 Above Standards	5.0 Greatly Exceeds Standards		
38. LEADERSHIP: Organizing, motivating and developing others to accomplish goals	-Neglects growth/development or welfare of subordinates. -Fails to organize, creates problems for subordinates. -Does not set or achieve goals relevant to command mission and vision. -Lacks ability to cope with or tolerate stress. -Inadequate communicator. -Tolerates hazards or unsafe practices.	-	-Effectively stimulates growth/development in subordinates. -Organizes successfully, implementing process improvements and efficiencies. -Sets/achieves useful realistic goals that support command mission. -Performs well in stressful situations. -Clear, timely communicator. -Ensures safety of personnel and equipment.	-	-Inspiring motivator and trainer, subordinates reach highest level of growth and development. -Superb organizer, great foresight, develops process improvements and efficiencies. -Leadership achievements dramatically further command mission and vision. -Perseveres through the toughest challenges and inspires others. -Exceptional communicator. -Makes subordinates safety-conscious, maintains top safety record. -Constantly improves the personal and professional lives of others.	X	
NOB <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
39. TACTICAL PERFORMANCE (Warfare qualified officers only) Basic and tactical employment of weapons systems.	-Has difficulty attaining qualification expected for the rank and experience. -Has difficulty in ship(s), aircraft or weapons systems employment. -Below others in knowledge and employment. -Warfare skills in specialty are below standards compared to others of same rank and experience.	-	-Attains qualifications as required and expected. -Capably employs ship(s), aircraft, or weapons systems. Equal to others in warfare knowledge and employment. -Warfare skills in specialty equal to others of same rank and experience.	-	-Fully qualified at appropriate level for rank and experience. -Capably employs ship(s), aircraft, or weapons systems. Well above others in warfare knowledge and employment. -Warfare skills in specialty exceed others of same rank and experience.	<input type="checkbox"/>	
NOB <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
40. I recommend screening this individual for next career milestone(s) as follows: (maximum of two) Recommendations may be for competitive schools or duty assignments such as: SCP, Dept Head, XO, OIC, CO, Major Command, War College, PG School.				OIC			
41. COMMENTS ON PERFORMANCE: * All 1.0 marks, three 2.0 marks, and 2.0 marks in Block 14 must be specifically substantiated in comments. Comments must be verifiable. Font must be 10 or 12 Pitch (10 or 12 Point) only. Use upper and lower case.  *** CONTINUES TO BE THE #1 WARRANT OFFICER ON THE ONLY FDNF CVN! *** ** FY17 CAPTAIN EDWARD F. NEY AWARD WINNER AIRCRAFT CARRIER CATEGORY! **  - ADEPT MANAGER. Expertly guided 200 Sailors in outstanding service to over 5,000 embarked crew providing 18,000 highly nutritious meals daily while maintaining 100% validity of \$4.2 million dollars' worth of food inventory and the highest sanitation standard in seven galley's and 10 storerooms. - MASTER CULINARIAN. Instituted innovative entrees from a 21-day cycle menu complimenting numerous command special events such as heritage and holiday celebrations, improving quality of life on America's only permanently forward deployed CVN. Hosted over 1,000 dignitaries and guests in receptions in Busan, South Korea and VIP's from Cambodia, Vietnam and Guam receiving rave reviews and strengthening ties with our key allies and partners. - MISSION FOCUSED. Planned and spearheaded pre-deployment on-loads and 15 mishap-free RAS evolutions, resulting in the receipt and stowage of over \$6 million dollars' worth of provisions, sustaining REAGAN at the highest mission readiness level for the 2016 patrols. - Block 20. Cycle 16-2 PRT portion waived due to DEP/OP. OUTSTANDING NAVAL OFFICER WHOSE KEEN ATTENTION TO DETAIL, TECHNICAL ABILITY AND AGGRESSIVE LEADERSHIP, PRODUCED EXTRAORDINARY RESULTS! HIGHLY RECOMMENDED FOR PROMOTION!!!							
Promotion Recommendation	NOB	Significant Problems	Progressing	Promotable	Must Promote	Early Promote	44. Reporting Senior Address COMMANDING OFFICER USS RONALD REAGAN (CVN 76) UNIT 100197 BOX 1 FPO AP 96616
42. INDIVIDUAL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
43. SUMMARY	<input checked="" type="checkbox"/>	0	0	0	0	1	
45. Signature of Reporting Senior <i>M. P. Driscoll</i> Date: 22 MAR 2017				46. Signature of Individual evaluated. "I have seen this report, been apprised of my performance, and understand my right to submit a statement." I intend to submit a statement <input type="checkbox"/> I do not intend to submit a statement <input checked="" type="checkbox"/> <i>[Signature]</i> Date: 22 Mar 2017			
Member Trait Average: 4.50		Summary Group Average: 4.50					
47. Typed name, grade, command, UIC, and signature of Regular Reporting Senior on Concurrent Report   Date:							

NANPERS 16102 (11-13) FOR OFFICIAL USE ONLY - PRIVACY ACT SENSITIVE



FITNESS REPORT & COUNSELING RECORD (W2-O6)

RCS BUPERS 1510-1

1. Name (Last, First MI Suffix) WARE, BRIAN T			2. Grade/Rate CWO3		3. Desig 7521		4. SSN (b) (6)		
5. ACT <input checked="" type="checkbox"/> FIS <input type="checkbox"/> INACT <input type="checkbox"/> AT/ADSW/ 265		6. UIC 22178		7. Ship/Station CVN-76 R REAGAN			8. Promotion Status SELECTED	9. Date Reported 15AUG31	
10. Periodic <input checked="" type="checkbox"/> Detachment <input type="checkbox"/> Detachment of <input type="checkbox"/> 11. of Individual <input type="checkbox"/> 12. Reporting Senior <input type="checkbox"/> 13. Special <input type="checkbox"/>			14. From: 15AUG25 15. To: 16MAR31						
16. Not Observed Report <input type="checkbox"/>		17. Regular <input checked="" type="checkbox"/>		18. Concurrent <input type="checkbox"/>		19. OpsCdr <input type="checkbox"/>		20. Physical Readiness P	21. Billet Subcategory (if any) NA
22. Reporting Senior (Last, FI MI) BOLT, C E			23. Grade CAPT	24. Desig 1310	25. Title CO	26. UIC 22178		27. SSN	
28. Command employment and command achievements. Homeport Change/Sea Trials/Fast Cruise/CQ/TSTA/NPMTT-3/INSURV Phase II/MCSOFEX/JMSDF-ROK Fleet Review/ULTRA/MTT-4/AnnualEX/TRI-LAT/Joint Drill/SRA-3/2015 Retention Excellence Award. Assigned to the Navy's premier FDNF CVN homeported in Yokosuka, Japan.									
29. Primary/Collateral/Watchstanding duties. (Enter primary duty abbreviation in box.) FSO PRI: Food Service Officer-7. Manages 5 dining facilities and 241 Sailors in providing all food related functions for a large afloat CVN Food Service Operation. Responsible for a \$4.3 million subsistence inventory and providing 18,000 meals daily. TEMADD: 15AUG25-15AUG31. PFA: 15-2.									
For Mid-term Counseling Use. (When completing FITREP, enter 30 and 31 from counseling worksheet, sign 32)			30. Date Counseled 15SEP15		31. Counselor ANDERSON, B J		32. Signature of Individual Counseled		
PERFORMANCE TRAITS: 1.0 - Below standards/not progressing or UNSAT in any one standard; 2.0 - Does not yet meet all 3.0 standards; 3.0 - Meets all 3.0 standards; 4.0 - Exceeds most 3.0 standards; 5.0 - Meets overall criteria and most of the specific standards for 5.0. Standards are not all inclusive.									
PERFORMANCE TRAITS	1.0* Below Standards	2.0 Pro- gressing	3.0 Meets Standards	4.0 Above Standards	5.0 Greatly Exceeds Standards				
33. PROFESSIONAL EXPERTISE: Professional knowledge, proficiency, and qualifications.  NOB <input type="checkbox"/>	-Lacks basic professional knowledge to perform effectively. -Cannot apply basic skills. -Fails to develop professionally or achieve strictly qualifications.		-Has thorough professional knowledge. -Competently performs both routine and new tasks. -Steadily improves skills, achieves timely qualification.		-Recognized expert, sought after to solve difficult problems. -Exceptionally skilled, develops and executes innovative ideas. -Achieves early/highly advanced qualifications.				
34. COMMAND OR ORGANIZATIONAL CLIMATE/EQUAL OPPORTUNITY: Contributing to growth and development, human worth, community.  NOB <input type="checkbox"/>	-Actions counter to Navy's retention/ reenlistment goals. -Uninvolved with mentoring or professional development of subordinates. -Actions counter to good order and discipline and negatively affect Command/Organizational climate. -Demonstrates exclusionary behavior. Fails to value differences from cultural diversity.		-Positive leadership supports Navy's increased retention goals. Active in decreasing attrition. -Actions adequately encourage/support subordinates' personal/professional growth. -Demonstrates appreciation for contributions of Navy personnel. Positive influence on Command climate. -Values differences as strengths. Fosters atmosphere of acceptance/inclusion per EO/EEO policy.		-Measurably contributes to Navy's increased retention and reduced attrition objectives. -Proactive leader/exemplary mentor. Involved in subordinates' personal development leading to professional growth/sustained command. -Initiates support programs for military, civilian, and families to achieve exceptional Command and Organizational climate. -The model of achievement. Develops unit cohesion by valuing differences as strengths.				
35. MILITARY BEARING/ CHARACTER: Appearance, conduct, physical fitness, adherence to Navy Core Values.  NOB <input type="checkbox"/>	-Consistently unsatisfactory appearance. -Unsatisfactory demeanor or conduct. -Unable to meet one or more physical readiness standards. -Fails to live up to one or more Navy Core Values: HONOR, COURAGE, COMMITMENT.		-Excellent personal appearance. -Excellent demeanor or conduct. -Complies with physical readiness program. -Always lives up to Navy Core Values: HONOR, COURAGE, COMMITMENT.		-Exemplary personal appearance. -Exemplary representative of Navy. -A leader in physical readiness. -Exemplifies Navy Core Values: HONOR, COURAGE, COMMITMENT.				
36. TEAMWORK: Contributions toward team building and team results.  NOB <input type="checkbox"/>	-Creates conflict, unwilling to work with others, puts self above team. -Fails to understand team goals or teamwork techniques. -Does not take direction well.		-Reinforces others' efforts, meets personal commitments to team. -Understands team goals, employs good teamwork techniques. -Accepts and offers team direction.		-Team builder, inspires cooperation and progress. -Talented mentor, focuses goals and techniques for team. -The best at accepting and offering team direction.				
37. MISSION ACCOMPLISHMENT AND INITIATIVE: Taking initiative, planning/prioritizing, achieving mission.  NOB <input type="checkbox"/>	-Lacks initiative. -Unable to plan or prioritize. -Does not maintain readiness. -Fails to get the job done.		-Takes initiative to meet goals. -Plans/prioritizes effectively. -Maintains high state of readiness. -Always gets the job done.		-Develops innovative ways to accomplish mission. -Plans/prioritizes with exceptional skill and foresight. -Maintains superior readiness, even with limited resources. -Gets jobs done earlier and far better than expected.				

NAVPERS 15102 (11-11) FOR OFFICIAL USE ONLY - PRIVACY ACT SENSITIVE

FITNESS REPORT & COUNSELING RECORD (W2-O6) (cont'd)

RCS BUPERS 1610-1

1. Name (Last, First MI Suffix) <b>WARE, BRIAN T</b>		2. Grade/Rate <b>CWO3</b>		3. Desig <b>7521</b>		4. (b) (6)	
PERFORMANCE TRAITS	1.0* Below Standards	2.0 Pro- gressing	3.0 Meets Standards	4.0 Above Standards	5.0 Greatly Exceeds Standards		
38. LEADERSHIP: Organizing, motivating and developing others to accomplish goals.	-Neglects growth/development or welfare of subordinates. -Fails to organize, create problems for subordinates. -Does not set or achieve goals relevant to command mission and vision. -Lacks ability to cope with or tolerate stress. -Inadequate communicator. -Tolerates hazards or unsafe practices.		-Effectively stimulates growth/development in subordinates. -Organizes successfully, implementing process improvements and efficiencies. -Sets/achieves useful realistic goals that support command mission. -Performs well in stressful situations. -Clear, timely communicator. -Ensures safety of personnel and equipment.		-Inspiring motivator and trainer, subordinates reach highest level of growth and development. -Superb organizer, great foresight, develops process improvements and efficiencies. -Leadership achievements dramatically further command mission and vision. -Perseveres through the toughest challenges and inspires others. -Exceptional communicator. -Makes subordinates safety-conscious, maintains top safety record. -Constantly improves the personal and professional lives of others.		
NOB <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
39. TACTICAL PERFORMANCE: (Warfare qualified officers only) Basic and tactical employment of weapons systems.	-Has difficulty attaining qualification expected for the rank and experience. -Has difficulty in ship(s), aircraft or weapons systems employment. Below others in knowledge and employment. -Warfare skills in specialty are below standards compared to others of same rank and experience.		-Attains qualifications as required and expected. -Capably employs ship(s), aircraft, or weapons systems. Equal to others in warfare knowledge and employment. -Warfare skills in specialty equal to others of same rank and experience.		-Fully qualified at appropriate level for rank and experience. -Innovatively employs ship(s), aircraft, or weapons systems. Well above others in warfare knowledge and employment. -Warfare skills in specialty exceed others of same rank and experience.		
NOB <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
40. I recommend screening this individual for next career milestone(s) as follows: (maximum of two) Recommendations may be for competitive schools or duty assignments such as: SCP, Dept Head, XO, OIC, CO, Major Command, War College, PG School.				FORCE FSO		OIC NMET	
41. COMMENTS ON PERFORMANCE: * All 1.0 marks, three 2.0 marks, and 2.0 marks in Block 34 must be specifically substantiated in comments. Comments must be verifiable. Font must be 10 or 12. Pitch (10 or 12 Point) only. Use upper and lower case.  *** MY NUMBER 1 CHIEF WARRANT OFFICER ONBOARD THE ONLY FDNF CVN! *** FY16 PACIFIC FLEET CVN NEY AWARD FINALIST!  - FOOD SERVICE EXPERT. Provided phenomenal service to the crew, serving 18,000 meals daily and maintaining 100% validity of \$4.2M+ in food inventory. Boosted morale and quality of life of 5,000 Sailors, providing a superior dining experience and elaborate special meals. - PROVEN LEADER. Executed a successful Hull Swap with USS GEORGE WASHINGTON (CVN 73), managing 200+ Culinary Specialists, balancing two provision inventories of over \$4M each, and turning over equipment, ensuring both ships were deployment ready. Led the execution of two Five-Star "Big-Top" receptions in South Korea and Japan for 1,000 guests. Both receptions were exquisite in every detail, receiving praise from distinguished guests and improving U.S. foreign relations. - DYNAMIC PLANNER. Coordinated the pre-deployment on-load of \$2.5M in provisions and executed eight safe Replenishments-at-Sea during the 2015 Fall Patrol. His eager and enthusiastic style significantly enhanced crew cohesiveness and "Esprit de Corps".  CWO3 Ware leads from the front with tenacious energy, passion and maturity. *** A TRUE LEADER IN THE FOOD SERVICE COMMUNITY! ***							
Promotion Recommendation	NOB	Significant Problems	Progressing	Promotable	Must Promote	Early Promote	44. Reporting Senior Address
42. INDIVIDUAL						X	COMMANDING OFFICER USS RONALD REAGAN (CVN 76) UNIT 100197 BOX 1 FPO AP 96616
43. SUMMARY	<input checked="" type="checkbox"/>	0	0	0	0	1	
45. Signature of Reporting Senior <i>[Signature]</i> Date: 3/18/16				46. Signature of Individual evaluated. "I have seen this report, been apprised of my performance, and understand my right to submit a statement." I intend to submit a statement. <input type="checkbox"/> I do not intend to submit a statement. <input checked="" type="checkbox"/>			
Member Trait Average: 4.67		Summary Group Average: 4.67		Date: 7/19/16			
47. Typed name, grade, command, UIC, and signature of Regular Reporting Senior on Concurrent Report							
Date:							

NAVPERS 1610/2 (1-11) FOR OFFICIAL USE ONLY - PRIVACY ACT SENSITIVE



FITNESS REPORT & COUNSELING RECORD (W2-O6)

RCS BUPERS 1610-1

1. Name (Last, First MI Suffix) WARE, BRIAN T		2. Grade/Rate CWO3		3. Desig 7521		4. <b>(b) (6)</b>	
5. ACT <input checked="" type="checkbox"/> FTS <input type="checkbox"/> INACT <input type="checkbox"/> AT/ADSW/265 <input type="checkbox"/>		6. UIC 21412		7. Ship/Station CVN73 G WASHINGTON		8. Promotion Status REGULAR	
9. Date Reported 12DEC14		10. Occasion for Report Periodic <input type="checkbox"/> Detachment <input type="checkbox"/> Detachment of Reporting Senior <input type="checkbox"/> 13. Special <input checked="" type="checkbox"/>		14. From: 15JAN31		15. To: 15AUG24	
16. Not Observed Report <input type="checkbox"/>		17. Regular <input checked="" type="checkbox"/>		18. Concurrent <input type="checkbox"/>		19. Ops Cdr <input type="checkbox"/>	
20. Physical Readiness P		21. Billet Subcategory (if any) NA		22. Reporting Senior (Last, FI MI) KUEHHAS, T C		23. Grade CAPT	
24. Desig 1320		25. Title CO		26. UIC 21412		27. SSN [REDACTED]	
28. Command employment and command achievements. SBTT/Crew Cert/Sea Trials/CQ/FD Cert/MTT I/Core I-II/TALISMAN SABER-1/SRA-3. CY14 Battle "E" Award, Meritorious Unit Commendation, and Humanitarian Service Medal. Assigned to the Navy's premier ready and forward CVN, homeported in Yokosuka, Japan.							
29. Primary/Collateral/Watchstanding duties. (Enter primary duty abbreviation in box.) FSO PRI: Food Service Officer-7. Managed six dining facilities and 185 Sailors in providing all food service related functions for a large afloat CVN Food Service Operation. Responsible for a \$4.3 million subsistence inventory and providing 18,000 meals daily. PFA: 15-1.							
30. Date Couseled 15MAY15		31. Counselor ANDERSON, B J		32. Signature of Individual Couseled [Signature]			
PERFORMANCE TRAITS: 1.0 - Below standards/not progressing or UNSAT in any one standard; 2.0 - Does not yet meet all 3.0 standards; 3.0 - Meets all 3.0 standards; 4.0 - Exceeds most 3.0 standards; 5.0 - Meets overall criteria and most of the specific standards for 5.0. Standards are not all inclusive.							
PERFORMANCE TRAITS	1.0* Below Standards	2.0 Pro- gressing	3.0 Meets Standards	4.0 Above Standards	5.0 Greatly Exceeds Standards		
33. PROFESSIONAL EXPERTISE: Professional knowledge proficiency, and qualifications.  NOB <input type="checkbox"/>	- Lacks basic professional knowledge to perform effectively. - Cannot apply basic skills. - Fails to develop professionally or achieve timely qualifications.		- Has thorough professional knowledge. - Competently performs both routine and new tasks. - Steadily improves skills, achieves timely qualifications.		- Recognized expert, sought after to solve difficult problems. - Exceptionally skilled, develops and executes innovative ideas. - Achieves early/highly advanced qualifications.		
34. COMMAND OR ORGANIZATIONAL CLIMATE/EQUAL OPPORTUNITY: Contributing to growth and development, human worth, community.  NOB <input type="checkbox"/>	- Actions counter to Navy's retention/recruitment goals. - Uninvolved with mentoring or professional development of subordinates. - Actions counter to good order and discipline and negatively affect Command/Organizational climate. - Demonstrates exclusionary behavior. Fails to value differences from cultural diversity.		- Positive leadership supports Navy's increased retention goals. Active in decreasing attrition. - Actions adequately encourage/support subordinates' personal/professional growth. - Demonstrates appreciation for contributions of Navy personnel. Positive influence on Command climate. - Values differences as strengths. Fosters atmosphere of acceptance/inclusion per EO/EEO policy.		- Measurably contributes to Navy's increased retention and reduced attrition objectives. - Proactive leader/exemplary mentor. Involved in subordinates' personal development leading to professional growth/sustained commitment. - Initiates support programs for military, civilian, and families to achieve exceptional Command and Organizational climate. - The model of achievement. Develops unit cohesion by valuing differences at strengths.		
35. MILITARY BEARING/CHARACTER Appearance, conduct, physical fitness, adherence to Navy Core Values.  NOB <input type="checkbox"/>	- Consistently unsatisfactory appearance. - Unsatisfactory demeanor or conduct. - Unable to meet one or more physical readiness standards. - Fails to live up to one or more Navy Core Values: HONOR, COURAGE, COMMITMENT.		- Excellent personal appearance. - Excellent demeanor or conduct. - Complies with physical readiness program. - Always lives up to Navy Core Values: HONOR, COURAGE, COMMITMENT.		- Exemplary personal appearance. - Exemplary representative of Navy. - A leader in physical readiness. - Exemplifies Navy Core Values: HONOR, COURAGE, COMMITMENT.		
36. TEAMWORK: Contributions towards team building and team results.  NOB <input type="checkbox"/>	- Creates conflict, unwilling to work with others, puts self above team. - Fails to understand team goals or teamwork techniques. - Does not take direction well.		- Reinforces others' efforts, meets personal commitments to team. - Understands team goals, employs good teamwork techniques. - Accepts and offers team direction.		- Team builder, inspires cooperation and progress. - Talented mentor, focuses goals and techniques for team. - The best at accepting and offering team direction.		
37. MISSION ACCOMPLISHMENT AND INITIATIVE: Taking initiative, planning/prioritizing, achieving mission.  NOB <input type="checkbox"/>	- Lacks initiative. - Unable to plan or prioritize. - Does not maintain readiness. - Fails to get the job done.		- Takes initiative to meet goals. - Plans/prioritizes effectively. - Maintains high state of readiness. - Always gets the job done.		- Develops innovative ways to accomplish mission. - Plans/prioritizes with exceptional skill and foresight. - Maintains superior readiness, even with limited resources. - Gets jobs done earlier and far better than expected.		

NAPERS 16102 (06-10) FOR OFFICIAL USE ONLY - PRIVACY ACT SENSITIVE

FITNESS REPORT AND COUNSELING RECORD (W2-O6) (cont '1)

RCS BUPERS 1610-1

1. Name (Last, First MI Suffix) WARE, BRIAN T	2. Grade/Rate CWO3	3. Desig 7521	4. SSN (b) (6)
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PERFORMANCE TRAITS	1.0* Below Standards	2.0 Pro- gressing	3.0 Meets Standards	4.0 Above Standards	5.0 Greatly Exceeds Standards
38. LEADERSHIP: Organizing, motivating and developing others to accomplish goals.  - Neglects growth/development or welfare of subordinates. - Fails to organize, creates problems for subordinates. - Does not set or achieve goals relevant to command mission and vision. - Lacks ability to cope with or tolerate stress. - Inadequate communicator. - Tolerates hazards or unsafe practices.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
39. TACTICAL PERFORMANCE: (Warfare qualified officers only) Basic and tactical employment of weapons systems.  - Has difficulty attaining qualification expected for the rank and experience. - Has difficulty in ship(s), aircraft or weapons systems employment. - Below others in knowledge and employment. - Warfare skills in specialty are below standards compared to others of same rank and experience.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

40. I recommend screening this individual for next career milestone(s) as follows: (maximum of two)  
 Recommendations may be for competitive schools or duty assignments such as: LCPO, DEPT CPO, SEA, CMC, CWO, LDO, Dept Head, XO, OIC, CO, Major Command, War College, PG School.

FORCE FSO      OIC NFMT

41. COMMENTS ON PERFORMANCE: \* All 1.0 marks, three 2.0 marks, and 2.0 marks in Block 34 must be specifically substantiated in comments. Comments must be verifiable. Font must be 10 or 12 Pitch (10 or 12 Point) only. Use upper and lower case.

Special report is submitted under PERS-32 direction in support of the hull swap between USS GEORGE WASHINGTON and USS RONALD REAGAN.

MY #1 OF 5 CWO3s ONBOARD THE NAVY'S PREMIER FORWARD DEPLOYED CVN!

- Expert Leader. Led 185 personnel in superior food service standards, directing the preparation and execution of 18,000 meals daily for 5,500 Sailors across six dining facilities. He coordinated the pre-deployment onload of \$4M in provisions for 2015 Summer Patrol. His efforts resulted in consecutive Blue "E" and Battle "E" Awards.

- Culinary Professional. Planned and executed two Ambassadorial receptions, including a luncheon for Ambassador Caroline Kennedy and 500 Distinguished Visitors and Guest in Brisbane, Australia. Using the 21-Day Cycle menu, he instituted new innovative entrees, improving quality of service while and crew morale.

- Dedicated Mentor. Managed the qualifications of 50 junior Sailors, resulting in 6 advancements and one Chief Warrant Officer selection. His leadership proved instrumental in critical galley equipment repairs, contributing to Supply Department's superior readiness. Fosters innovation, mutual trust, and respect for his junior Sailors.

CWO3 WARE IS THE BEST FSO I HAVE EVER OBSERVED - PROMOTE TO CWO4 NOW!

Promotion Recommendation	NOB	Significant Problems	Progressing	Promotable	Must Promote	Early Promote	44. Reporting Senior Address COMMANDING OFFICER USS GEORGE WASHINGTON CVN 73 UNIT 100148 BOX 1 FPO AP 96650
42. INDIVIDUAL						X	
43. SUMMARY		0	0	2	2	1	

45. Signature of Reporting Senior: *[Signature]* Date: 15 AUG 24

45. Signature of Individual Evaluated: "I have seen this report, been apprised of my performance, and understand my right to make a statement." I intend to submit a statement.  do not intend to submit a statement.

Member Trait Average: 4.67 Summary Group Average: 4.32

*[Signature]* Date: 15 Aug 24

47. Typed name, grade, command, UIC, and signature of Regular Reporting Senior on Concurrent Report

Date:

NAPERS 1610Z (08-10) FOR OFFICIAL USE ONLY - PRIVACY ACT SENSITIVE



FITNESS REPORT & COUNSELING RECORD (W2-O6)

RCS BUPERS 1610-1

1. Name (Last, First MI Suffix) WARE, BRIAN T		2. Grade/Rate CWO3	3. Desig 7521	4. SSN (b) (6)
5. ACT <input checked="" type="checkbox"/>	PTS <input type="checkbox"/>	INACT <input type="checkbox"/>	ATI/ADSW/ 265 <input type="checkbox"/>	6. UIC 21421
7. Ship/Station CVN73 G WASHINGTON		8. Promotion Status REGULAR		9. Date Reported 12DEC14
10. Occasion for Report Periodic <input type="checkbox"/> Detachment <input type="checkbox"/> Detachment of Reporting Senior <input checked="" type="checkbox"/> 13. Special <input type="checkbox"/>		14. From 14APR01		15. To 15JAN30
16. Not Observed Report <input type="checkbox"/>	Type of Report 17. Regular <input checked="" type="checkbox"/>	18. Concurrent <input type="checkbox"/>	19. Ops Cdr <input type="checkbox"/>	20. Physical Readiness PP
21. Billet Subcategory (if any) NA		22. Reporting Senior (Last, FI MI) FENTON, G J	23. Grade CAPT	24. Desig 1310
		25. Title CO	26. UIC 21412	27. SSN [REDACTED]

28. Command employment and command achievements.  
Crew Cert/Sea Trials/FD Cert/CQ/MTT I/CORE I/MTT II/CORE II/Tiger Cruise/CMV/ULTRA S/  
VALIANT SHIELD/AMI/MTT III/3MA/ORSE/KEEN SWORD-1/SRA-3. SECDEF Maintenance Award.  
Assigned to the Navy's premier ready and forward CVN, homeported in Yokosuka, Japan.

29. Primary/Collateral/Watchstanding duties. (Enter primary duty abbreviation in box.)  
FSO PRI: Food Service Officer-10. Manages 6 dining facilities and 185 Sailors in providing all food service related functions for a large afloat CVN Food Service Department. Responsible for a \$4M subsistence inventory and providing 18,000 meals daily. PFA: 14-1/14-2.

For Mid-term Counseling Use. (When completing FITREP, enter 30 and 31 from counseling worksheet, sign 32.)	30. Date Counseled 14SEP30	31. Counselor ANDERSON, B J	32. Signature of Individual Counseled [Signature]
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PERFORMANCE TRAITS: 1.0 - Below standards/not progressing or UNSAT in any one standard; 2.0 - Does not yet meet all 3.0 standards; 3.0 - Meets all 3.0 standards; 4.0 - Exceeds most 3.0 standards; 5.0 - Meets overall criteria and most of the specific standards for 5.0. Standards are not all inclusive.

PERFORMANCE TRAITS	1.0* Below Standards	2.0 Pro- gressing	3.0 Meets Standards	4.0 Above Standards	5.0 Greatly Exceeds Standards
33. PROFESSIONAL EXPERTISE Professional knowledge, proficiency, and qualifications NOB <input type="checkbox"/>	-Lacks basic professional knowledge to perform effectively. -Cannot apply basic skills. -Fails to develop professionally or achieve timely qualifications.		-Has thorough professional knowledge. -Competently performs both routine and new tasks. -Steadily improves skills, achieves timely qualifications.		-Recognized expert, sought after to solve difficult problems. -Exceptionally skilled, develops and executes innovative ideas. -Achieves early/highly advanced qualifications.
34. COMMAND OR ORGANIZATIONAL CLIMATE/EQUAL OPPORTUNITY Contributing to growth and development, human worth, community NOB <input type="checkbox"/>	-Actions counter to Navy's retention/reenlistment goals. -Uninvolved with mentoring or professional development of subordinates. -Actions counter to good order and discipline and negatively affect Command/Organizational climate. -Demonstrates exclusionary behavior. Fails to value differences from cultural diversity.		-Positive leadership supports Navy's increased retention goals. Active in decreasing attrition. -Actions adequately encourage/support subordinates' personal/professional growth. -Demonstrates appreciation for contributions of Navy personnel. Positive influence on Command climate. -Values differences as strengths. Fosters atmosphere of acceptance/inclusion per EO/EEO policy.		-Measurably contributes to Navy's increased retention and reduced attrition objectives. -Proactive leader/exemplary mentor. Involved in subordinates' personal development leading to professional growth/sustained commitment. -Initiates support programs for military, civilian, and families to achieve exceptional Command and Organizational climate. -The model of achievement. Develops unit cohesion by valuing differences as strengths.
35. MILITARY BEARING/CHARACTER Appearance, conduct, physical fitness, adherence to Navy Core Values NOB <input type="checkbox"/>	-Consistently unsatisfactory appearance. -Unsatisfactory demeanor or conduct. -Unable to meet one or more physical readiness standards. -Fails to live up to one or more Navy Core Values: HONOR, COURAGE, COMMITMENT.		-Excellent personal appearance. -Excellent demeanor or conduct. -Complies with physical readiness program. -Always lives up to Navy Core Values: HONOR, COURAGE, COMMITMENT.		-Exemplary personal appearance. -Exemplary representative of Navy. -A leader in physical readiness. -Exemplifies Navy Core Values: HONOR, COURAGE, COMMITMENT.
36. TEAMWORK Contributions towards team building and team results NOB <input type="checkbox"/>	-Creates conflict, unwilling to work with others, puts self above team. -Fails to understand team goals or teamwork techniques. -Does not take direction well.		-Reinforces others' efforts, meets personal commitments to team. -Understands team goals, employs good teamwork techniques. -Accepts and offers team direction.		-Team builder, inspires cooperation and progress. -Talented mentor, focuses goals and techniques for team. -The best at accepting and offering team direction.
37. MISSION ACCOMPLISHMENT AND INITIATIVE Taking initiative, planning/prioritizing, achieving mission NOB <input type="checkbox"/>	-Lacks initiative. -Unable to plan or prioritize. -Does not maintain readiness. -Fails to get the job done.		-Takes initiative to meet goals. -Plans/prioritizes effectively. -Maintains high state of readiness. -Always gets the job done.		-Develops innovative ways to accomplish mission. -Plans/prioritizes with exceptional skill and foresight. -Maintains superior readiness, even with limited resources. -Gets jobs done earlier and far better than expected.

NAPERS 16102 (04-10) FOR OFFICIAL USE ONLY - PRIVACY ACT SENSITIVE

FITNESS REPORT AND COUNSELING RECORD (W2-06) (cont 'd)

RCS BUPERS 1610-1

1. Name (Last, First MI Suffix) WARE, BRIAN T	2. Grade/Rate CWO3	3. Desig. 7521	4. SSN (b) (6)
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PERFORMANCE TRAITS	1.0* Below Standards	2.0 Pro- gressing	3.0 Meets Standards	4.0 Above Standards	5.0 Greatly Exceeds Standards
38 LEADERSHIP: Organizing, motivating and developing others to accomplish goals.	<ul style="list-style-type: none"> <li>- Neglects growth/development or welfare of subordinates.</li> <li>- Fails to organize, creates problems for subordinates.</li> <li>- Does not set or achieve goals relevant to command mission and vision.</li> <li>- Lacks ability to cope with or tolerate stress.</li> <li>- Inadequate communicator.</li> <li>- Tolerates hazards or unsafe practices.</li> </ul>		<ul style="list-style-type: none"> <li>- Effectively stimulates growth/development in subordinates.</li> <li>- Organizes successfully, implementing process improvements and efficiencies.</li> <li>- Sets/achieves useful, realistic goals that support command mission.</li> <li>- Performs well in stressful situations.</li> <li>- Clear, timely communicator.</li> <li>- Ensures safety of personnel and equipment.</li> </ul>		<ul style="list-style-type: none"> <li>- Inspiring motivator and trainer, subordinates reach highest level of growth and development.</li> <li>- Superb organizer, great foresight, develops process improvements and efficiencies.</li> <li>- Leadership achievements dramatically further command mission and vision.</li> <li>- Perserves through the toughest challenges and inspires others.</li> <li>- Exceptional communicator.</li> <li>- Makes subordinates safety-conscious, maintains top safety record.</li> <li>- Constantly improves the personal and professional lives of others.</li> </ul>
NOB <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
39 TACTICAL PERFORMANCE: (Warfare qualified officers only) Basic and tactical employment of weapons systems.	<ul style="list-style-type: none"> <li>- Has difficulty attaining qualification expected for the rank and experience.</li> <li>- Has difficulty in ship(s), aircraft or weapons systems employment.</li> <li>- Below others in knowledge and employment.</li> <li>- Warfare skills in specialty are below standards compared to others of same rank and experience.</li> </ul>		<ul style="list-style-type: none"> <li>- Attains qualifications as required and expected.</li> <li>- Capably employs ship(s), aircraft, or weapons systems. Equal to others in warfare knowledge and employment.</li> <li>- Warfare skills in specialty equal to others of same rank and experience.</li> </ul>		<ul style="list-style-type: none"> <li>- Fully qualified at appropriate level for rank and experience.</li> <li>- Innovatively employs ship(s), aircraft, or weapons systems. Well above others in warfare knowledge and employment.</li> <li>- Warfare skills in specialty exceed others of same rank and experience.</li> </ul>
NOB <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

40. I recommend screening this individual for next career milestone(s) as follows: (maximum of two) Recommendations may be for competitive schools or duty assignments such as: LCPO, DEPT CPO, SEA, CMC, CWO, LDO, Dept Head, XO, OIC, CO, Major Command, War College, PG School.

FORCE FSO  OIC NFMT

41. COMMENTS ON PERFORMANCE: \* All 1.0 marks, three 2.0 marks, and 2.0 marks in Block 34 must be specifically substantiated in comments. Comments must be verifiable. Font must be 10 or 12 Pitch (10 or 12 Point) only. Use upper and lower case.

MY #1 OF 6 CWO3s! FY14 PACIFIC FLEET CVN NEY AWARD FINALIST!

Winner of the "Best of the West" in CVN Food Service Excellence. CWO3 Ware propelled food service operations in 6 restaurants to highest levels of performance, delivering 18K quality meals daily while maintaining 100% validity of a \$4M food inventory.

- Mission Oriented Leader. Supervised 12 mishap-free replenishment-at-sea evolutions, resulting in the on-load and stowage of 2,300 pallets of accountable stock, sustaining the ship at the highest mission readiness level during the 2014 Summer and Fall Patrols.
- True Culinary Expert. Provided expert culinary advice to the CNO, NAVSUP Director of Food Service, and other key Food Managers during "CNO's Drum Beat Teleconference", directly influencing culinary techniques used to produce the Navy's 21-day cycle menu.
- Detailed Planner. Planned and executed distinguished visitor receptions in 5 countries, 40 special meals, 2 Steel Beach Picnics, and CTF-70's Change of Command. Assisted in the set-up and execution of "Cooks in the Valley" dinner for 5,500 Sailors.

Dynamic and seasoned Food Service Warrant who continues to bring enthusiasm and innovative techniques, always striving to perfect a 5-Star Food Service experience for the crew.

**BEST FSO I HAVE EVER SEEN! HAS MY STRONGEST RECOMMENDATION FOR EARLY PROMOTION TO CWO4!**

Promotion Recommendation	NOB	Significant Problems	Progressing	Promotable	Must Promote	Early Promote	44. Reporting Senior Address
42. INDIVIDUAL	<input type="checkbox"/>					X	COMMANDING OFFICER USS GEORGE WASHINGTON CVN 73 FPO AP 96650-2801
43. SUMMARY	<input checked="" type="checkbox"/>	0	0	3	1	2	

45. Signature of Reporting Senior: *[Signature]* Date: 11/2/15

46. Signature of Individual Evaluated: "I have seen this report, been apprised of my performance, and understand my right to make a statement." I intend to submit a statement.  do not intend to submit a statement.

Member Trail Average: 4.67 Summary Group Average: 4.28

Date: 2/2/16

47. Typed name, grade, command, UIC, and signature of Regular Reporting Senior on Concurrent Report

Date:

NAVPERS 16102 (08-10) FOR OFFICIAL USE ONLY - PRIVACY ACT SENSITIVE



FITNESS REPORT & COUNSELING RECORD (W2-O6)

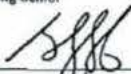

RCS BUPERS 1610-1

1. Name (Last, First MI Suffix) WARE, BRIAN T				2. Grade/Rate CWO3		3. Desig 7521		4. SSN (b) (6)	
5. ACT <input checked="" type="checkbox"/> FTS <input type="checkbox"/> INACT <input type="checkbox"/> AT/ADSW/265 <input type="checkbox"/>		6. UIC 21412		7. Ship/Station CVN73 G WASHINGTON			8. Promotion Status REGULAR		9. Date Reported 12DEC14
10. Periodic <input checked="" type="checkbox"/> Detachment <input type="checkbox"/> Detachment of <input type="checkbox"/> 11. of Individual <input type="checkbox"/> 12. Reporting Senior <input type="checkbox"/> 13. Special <input type="checkbox"/>				14. From 13APR01		15. To 14MAR31			
16. Not Observed Report <input type="checkbox"/>		17. Regular <input checked="" type="checkbox"/>		18. Concurrent <input type="checkbox"/>		19. Ops Cdr <input type="checkbox"/>		20. Physical Readiness PP	21. Billet Subcategory (if any) NA
22. Reporting Senior (Last, FI MI) FENTON, G J			23. Grade CAPT	24. Desig 1310	25. Title CO		26. UIC 21412	27. SSN [REDACTED]	
28. Command employment and command achievements. SRA-4, SBTT-2, ATFP IV/Crew Cert/Sea Trials/CQ/FD Cert/Core I-II/MTT I-III/TALISMAN SABER/3MI/ULTRA S/SMI/Operation DAMAYAN/ORSE/ANNUALEX-1. Retention Excellence Award/Battle "E". Assigned to the Navy's premier ready and forward CVN, homeported in Yokosuka, Japan.									
29. Primary/Collateral/Watchstanding duties. (Enter primary duty abbreviation in box.) FSO PRI: Food Service Officer-12. Managed 6 dining facilities and 185 Sailors in proving all food service related functions for a large afloat CVN food service department. Responsible for a \$4.2M subsistence inventory and providing 18,000 meals daily. PFA: 13-1/13-2.									
30. Date Counseled NOT REQ				31. Counselor		32. Signature of Individual Counseled [Signature]			
For Mid-term Counseling Use. (When completing FITREP, enter 30 and 31 from counseling worksheet, sign 32.)									
PERFORMANCE TRAITS: 1.0 - Below standards/not progressing or UNSAT in any one standard; 2.0 - Does not yet meet all 3.0 standards; 3.0 - Meets all 3.0 standards; 4.0 - Exceeds most 3.0 standards; 5.0 - Meets overall criteria and most of the specific standards for 5.0. Standards are not all inclusive.									
PERFORMANCE TRAITS	1.0* Below Standards	2.0 Pro- gressing	3.0 Meets Standards	4.0 Above Standards	5.0 Greatly Exceeds Standards				
33. PROFESSIONAL EXPERTISE: Professional knowledge, proficiency, and qualifications. NOB <input type="checkbox"/>	<ul style="list-style-type: none"> <li>- Lacks basic professional knowledge to perform effectively.</li> <li>- Cannot apply basic skills.</li> <li>- Fails to develop professionally or achieve timely qualifications.</li> </ul>		<ul style="list-style-type: none"> <li>- Has thorough professional knowledge.</li> <li>- Competently performs both routine and new tasks.</li> <li>- Steadily improves skills, achieves timely qualifications.</li> </ul>		<ul style="list-style-type: none"> <li>- Recognized expert, sought after to solve difficult problems.</li> <li>- Exceptionally skilled, develops and executes innovative ideas.</li> <li>- Achieves early/highly advanced qualifications.</li> </ul>				
34. COMMAND OR ORGANIZATIONAL CLIMATE/EQUAL OPPORTUNITY: Contributing to growth and development, human worth, community. NOB <input type="checkbox"/>	<ul style="list-style-type: none"> <li>- Actions counter to Navy's retention/reenlistment goals.</li> <li>- Uninvolved with mentoring or professional development of subordinates.</li> <li>- Actions counter to good order and discipline and negatively affect Command/Organizational climate.</li> <li>- Demonstrates exclusionary behavior. Fails to value differences from cultural diversity.</li> </ul>		<ul style="list-style-type: none"> <li>- Positive leadership supports Navy's increased retention goals. Active in decreasing attrition.</li> <li>- Actions adequately encourage/support subordinates' personal/professional growth.</li> <li>- Demonstrates appreciation for contributions of Navy personnel. Positive influence on Command climate.</li> <li>- Values differences as strengths. Fosters atmosphere of acceptance/inclusion per EO/EEO policy.</li> </ul>		<ul style="list-style-type: none"> <li>- Measurably contributes to Navy's increased retention and reduced attrition objectives.</li> <li>- Proactive leader/exemplary mentor. Involved in subordinates' personal development leading to professional growth/sustained commitment.</li> <li>- Initiates support programs for military, civilian, and families to achieve exceptional Command and Organizational climate.</li> <li>- The model of achievement. Develops unit cohesion by valuing differences as strengths.</li> </ul>				
35. MILITARY BEARING/CHARACTER: Appearance, conduct, physical fitness, adherence to Navy Core Values. NOB <input type="checkbox"/>	<ul style="list-style-type: none"> <li>- Consistently unsatisfactory appearance.</li> <li>- Unsatisfactory demeanor or conduct.</li> <li>- Unable to meet one or more physical readiness standards.</li> <li>- Fails to live up to one or more Navy Core Values: HONOR, COURAGE, COMMITMENT.</li> </ul>		<ul style="list-style-type: none"> <li>- Excellent personal appearance.</li> <li>- Excellent demeanor or conduct.</li> <li>- Complies with physical readiness program.</li> <li>- Always lives up to Navy Core Values: HONOR, COURAGE, COMMITMENT.</li> </ul>		<ul style="list-style-type: none"> <li>- Exemplary personal appearance.</li> <li>- Exemplary representative of Navy.</li> <li>- A leader in physical readiness.</li> <li>- Exemplifies Navy Core Values: HONOR, COURAGE, COMMITMENT.</li> </ul>				
36. TEAMWORK: Contributions towards team building and team results. NOB <input type="checkbox"/>	<ul style="list-style-type: none"> <li>- Creates conflict, unwilling to work with others, puts self above team.</li> <li>- Fails to understand team goals or teamwork techniques.</li> <li>- Does not take direction well.</li> </ul>		<ul style="list-style-type: none"> <li>- Reinforces others' efforts, meets personal commitments to team.</li> <li>- Understands team goals, employs good teamwork techniques.</li> <li>- Accepts and offers team direction.</li> </ul>		<ul style="list-style-type: none"> <li>- Team builder, inspires cooperation and progress.</li> <li>- Talented mentor, focuses goals and techniques for team.</li> <li>- The best at accepting and offering team direction.</li> </ul>				
37. MISSION ACCOMPLISHMENT AND INITIATIVE: Taking initiative, planning/prioritizing, achieving mission. NOB <input type="checkbox"/>	<ul style="list-style-type: none"> <li>- Lacks initiative.</li> <li>- Unable to plan or prioritize.</li> <li>- Does not maintain readiness.</li> <li>- Fails to get the job done.</li> </ul>		<ul style="list-style-type: none"> <li>- Takes initiative to meet goals.</li> <li>- Plans/prioritizes effectively.</li> <li>- Maintains high state of readiness.</li> <li>- Always gets the job done.</li> </ul>		<ul style="list-style-type: none"> <li>- Develops innovative ways to accomplish mission.</li> <li>- Plans/prioritizes with exceptional skill and foresight.</li> <li>- Maintains superior readiness, even with limited resources.</li> <li>- Gets jobs done earlier and far better than expected.</li> </ul>				

NAVPERS 1610G (08-10) FOR OFFICIAL USE ONLY - PRIVACY ACT SENSITIVE

FITNESS REPORT AND COUNSELING RECORD (W2-O6) (cont'd)

RCS BUPERS 1610-1

1. Name (Last, First MI Suffix) WARE, BRIAN T		2. Grade/Rate CWO3		3. Desig 7521		4. SSN (b) (6)	
PERFORMANCE TRAITS	1.0* Below Standards	2.0 Pre- gressing	3.0 Meets Standards	4.0 Above Standards	5.0 Greatly Exceeds Standards		
38. LEADERSHIP: Organizing, motivating and developing others to accomplish goals.	- Neglects growth/development or welfare of subordinates. - Fails to organize, creates problems for subordinates. - Does not set or achieve goals relevant to command mission and vision. - Lacks ability to cope with or tolerate stress. - Inadequate communicator. - Tolerates hazards or unsafe practices.		- Effectively stimulates growth/development in subordinates. - Organizes successfully, implementing process improvements and efficiencies. - Sets/achieves useful, realistic goals that support command mission. - Performs well in stressful situations. - Clear, timely communicator. - Ensures safety of personnel and equipment.		- Inspiring motivator and trainer, subordinates reach highest level of growth and development. - Superior organizer, great foresight, develops process improvements and efficiencies. - Leadership achievements dramatically further command mission and vision. - Perseveres through the toughest challenges and inspires others. - Exceptional communicator. - Makes subordinates safety-conscious, maintains top safety record. - Constantly improves the personal and professional lives of others.		
NOB <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
39. TACTICAL PERFORMANCE: (Warfare qualified officers only) Basic and tactical employment of weapons systems.	- Has difficulty attaining qualification expected for the rank and experience. - Has difficulty in ship(s), aircraft or weapons systems employment. Below others in knowledge and employment. - Warfare skills in specialty are below standards compared to others of same rank and experience.		- Attains qualifications as required and expected. - Capably employs ship(s), aircraft, or weapons systems. Equal to others in warfare knowledge and employment. - Warfare skills in specialty equal to others of same rank and experience.		- Fully qualified at appropriate level for rank and experience. - Innovatively employs ship(s), aircraft, or weapons systems. Well above others in warfare knowledge and employment. - Warfare skills in specialty exceed others of same rank and experience.		
NOB <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
40. I recommend screening this individual for next career milestone(s) as follows: (maximum of two) Recommendations may be for competitive schools or duty assignments such as: LCPO, DEPT CPO, SEA, CMC, CWO, LDO, Dept Head, XO, OIC, CO, Major Command, War College, PG School.				NFMT		OIC	
41. COMMENTS ON PERFORMANCE: * All 1.0 marks, three 2.0 marks, and 2.0 marks in Block 34 must be specifically substantiated in comments. Comments must be verifiable. Font must be 10 or 12 Pitch (10 or 12 Point) only. Use upper and lower case.							
MY #1 OF 6 CWO3s ACROSS ALL DESIGNATORS!							
CWO3 Ware leads THE BEST CVN FOOD SERVICE OPERATION I have ever seen in my 28 years of service. His innovation and creativity instilled a culture of excellence in his team, driving morale on my ship to new heights.							
- Brilliant Leader. His personal drive, effort, and over-the-shoulder supervision of operations in six different galleys drove exceptional results across the board. Molded 185 culinary specialists into the first PDMF CVN team to earn honors as the Captain Edward F. Ney award finalist for Food Service Excellence, achieving an OUTSTANDING on SMI.							
- Mission Oriented. Expertly planned and executed the load out, storage, and inventory of food provisions for 2 deployments valued at \$4.5 million each. Coordinated requirements with numerous stores providers, ensuring 100% accountability while supporting the ship's mission with 3 early departures from port.							
- Detailed Planner. Executed four distinguished visitor receptions during deployment, ensuring each FIVE-star Theater Engagement event outshined the previous while earning his team rave reviews from senior foreign government and military dignitaries.							
SELECT NOW FOR CWO4! HE IS THE BEST FSO I HAVE EVER SEEN!							
Promotion Recommendation	NOB	Significant Problems	Progressing	Promotable	Must Promote	Early Promote	44 Reporting Senior Address
42. INDIVIDUAL						X	COMMANDING OFFICER USS GEORGE WASHINGTON CVN 73 FPO AP 96650-2801
43. SUMMARY		0	0	3	1	2	
45. Signature of Reporting Senior  Date: 3/31/14				46. Signature of Individual Evaluated: "I have seen this report, been apprised of my performance, and understand my right to make a statement." I intend to submit a statement. <input type="checkbox"/> do not intend to submit a statement. <input checked="" type="checkbox"/>  Date: 3/31/14			
Member Trait Average: 4.50 Summary Group Average: 4.19							
47. Typed name, grade, command, UIC, and signature of Regular Reporting Senior on Concurrent Report							
Date:							

NAVPERS 16102 (08-10) FOR OFFICIAL USE ONLY - PRIVACY ACT SENSITIVE



FITNESS REPORT & COUNSELING RECORD (W2-O6)

RCS BUPERS 1610-1

1. Name (Last, First MI Suffix) WARE, BRIAN T		2. Grade/Rate CWO3	3. Desig 7521	4. SSN (b) (6)
5. ACT <input checked="" type="checkbox"/> FTS <input type="checkbox"/> INACT <input type="checkbox"/> AT/ADSW/265 <input type="checkbox"/>	6. UIC 21412	7. Ship/Station CVN73 G WASHINGTON		8. Promotion Status REGULAR
10. Periodic Report <input checked="" type="checkbox"/>		11. of Individual <input type="checkbox"/>	12. Reporting Senior <input type="checkbox"/>	13. Special <input type="checkbox"/>
16. Not Observed Report <input type="checkbox"/>		17. Regular Report <input checked="" type="checkbox"/>		18. Concurrent <input type="checkbox"/>
22. Reporting Senior (Last, FI MI) FENTON, G J		23. Grade CAPT	24. Desig 1310	25. Title CO
26. UIC 21412		27. SSN [REDACTED]		

9. Date Reported: 12DEC14  
14. From: 12DEC14  
15. To: 13MAR31  
20. Physical Readiness: N  
21. Billet Subcategory (if any): NA  
28. Command employment and command achievements:  
SRA-2. Assigned to the Navy's only FDNF CVN, homported in Yokosuka Japan.

29. Primary/Collateral/Watchstanding duties. (Enter primary duty abbreviation in box.)  
FSO PRI: Food Service Officer-3. Managed 5 dining facilities and 185 Sailors in providing all food service related functions for a large afloat CVN Supply Department. Responsible for a \$4.2M subsistence inventory and providing 18,000 meals daily.

For Mid-term Counseling Use. (When completing FITREP, enter 30 and 31 from counseling worksheet, sign 32.)	30. Date COUNSELED NOT REQ	31. Counselor	32. Signature of Individual COUNSELED
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PERFORMANCE TRAITS: 1.0 - Below standards/not progressing or UNSAT in any one standard; 2.0 - Does not yet meet all 3.0 standards; 3.0 - Meets all 3.0 standards; 4.0 - Exceeds most 3.0 standards; 5.0 - Meets overall criteria and most of the specific standards for 5.0. Standards are not all inclusive.

PERFORMANCE TRAITS	1.0* Below Standards	2.0 Pro- gressing	3.0 Meets Standards	4.0 Above Standards	5.0 Greatly Exceeds Standards
33. PROFESSIONAL EXPERTISE: Professional knowledge, proficiency, and qualifications. NOB <input type="checkbox"/>	- Lacks basic professional knowledge to perform effectively. - Cannot apply basic skills. - Fails to develop professionally or achieve timely qualifications.	-	- Has thorough professional knowledge. - Competently performs both routine and new tasks. - Steadily improves skills, achieves timely qualifications.	-	- Recognized expert, sought after to solve difficult problems. - Exceptionally skilled, develops and executes innovative ideas. - Achieves early/highly advanced qualifications.
34. COMMAND OR ORGANIZATIONAL CLIMATE/EQUAL OPPORTUNITY: Contributing to growth and development, human worth, community. NOB <input type="checkbox"/>	- Actions counter to Navy's retention/reenlistment goals. - Uninvolved with mentoring or professional development of subordinates. - Actions counter to good order and discipline and negatively affect Command/Organizational climate. - Demonstrates exclusionary behavior. Fails to value differences from cultural diversity.	-	- Positive leadership supports Navy's increased retention goals. Active in decreasing attrition. - Actions adequately encourage/support subordinates' personal/professional growth. - Demonstrates appreciation for contributions of Navy personnel. Positive influence on Command climate. - Values differences as strengths. Fosters atmosphere of acceptance/inclusion per EO/EEO policy.	-	- Measurably contributes to Navy's increased retention and reduced attrition objectives. - Proactive leader/exemplary mentor. Involved in subordinates' personal development leading to professional growth/sustained commitment. - Initiates support programs for military, civilian, and families to achieve exceptional Command and Organizational climate. - The model of achievement. Develops unit cohesion by valuing differences as strengths.
35. MILITARY BEARING CHARACTER: Appearance, conduct, physical fitness, adherence to Navy Core Values. NOB <input type="checkbox"/>	- Consistently unsatisfactory appearance. - Unsatisfactory demeanor or conduct. - Unable to meet one or more physical readiness standards. - Fails to live up to one or more Navy Core Values: HONOR, COURAGE, COMMITMENT.	-	- Excellent personal appearance. - Excellent demeanor or conduct. - Complies with physical readiness program. - Always lives up to Navy Core Values: HONOR, COURAGE, COMMITMENT.	-	- Exemplary personal appearance. - Exemplary representative of Navy. - A leader in physical readiness. - Exemplifies Navy Core Values: HONOR, COURAGE, COMMITMENT.
36. TEAMWORK: Contributions towards team building and team results. NOB <input type="checkbox"/>	- Creates conflict, unwilling to work with others, puts self above team. - Fails to understand team goals or teamwork techniques. - Does not take direction well.	-	- Reinforces others' efforts, meets personal commitments to team. - Understands team goals, employs good teamwork techniques. - Accepts and offers team direction.	-	- Team builder, inspires cooperation and progress. - Talented mentor, focuses goals and techniques for team. - The best at accepting and offering team direction.
37. MISSION ACCOMPLISHMENT AND INITIATIVE: Taking initiative, planning/prioritizing, achieving mission. NOB <input type="checkbox"/>	- Lacks initiative. - Unable to plan or prioritize. - Does not maintain readiness. - Fails to get the job done.	-	- Takes initiative to meet goals. - Plans/prioritizes effectively. - Maintains high state of readiness. - Always gets the job done.	-	- Develops innovative ways to accomplish mission. - Plans/prioritizes with exceptional skill and foresight. - Maintains superior readiness, even with limited resources. - Gets jobs done earlier and far better than expected.

NAVPERS 16102 (08-11) FOR OFFICIAL USE ONLY - PRIVACY ACT SENSITIVE

FITNESS REPORT AND COUNSELING RECORD (W2-O6) (cont 'd)

RCS BUPERS 1610-1

1. Name (Last, First MI Suffix) WARE, BRIAN T		2. Grade/Rate CWO3		3. Desig 7521		4. SSN (b) (6)	
PERFORMANCE TRAITS	1.0* Below Standards	2.0 Pro- gressing	3.0 Meets Standards	4.0 Above Standards	5.0 Greatly Exceeds Standards		
38. LEADERSHIP: Organizing, motivating and developing others to accomplish goals.	<ul style="list-style-type: none"> <li>- Neglects growth/development or welfare of subordinates.</li> <li>- Fails to organize, creates problems for subordinates.</li> <li>- Does not set or achieve goals relevant to command mission and vision.</li> <li>- Lacks ability to cope with or tolerate stress.</li> <li>- Inadequate communicator.</li> <li>- Tolerates hazards or unsafe practices.</li> </ul>		<ul style="list-style-type: none"> <li>- Effectively stimulates growth/development in subordinates.</li> <li>- Organizes successfully, implementing process improvements and efficiencies.</li> <li>- Sets/achieves useful, realistic goals that support command mission.</li> <li>- Performs well in stressful situations.</li> <li>- Clear, timely communicator.</li> <li>- Ensures safety of personnel and equipment.</li> </ul>		<ul style="list-style-type: none"> <li>- Inspiring motivator and trainer, subordinates reach highest level of growth and development.</li> <li>- Superb organizer, great foresight, develops process improvements and efficiencies.</li> <li>- Leadership achievements dramatically further command mission and vision.</li> <li>- Perseveres through the toughest challenges and inspires others.</li> <li>- Exceptional communicator.</li> <li>- Makes subordinates safety-conscious, maintains top safety record.</li> <li>- Constantly improves the personal and professional lives of others.</li> </ul>		
NOB <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
39. TACTICAL PERFORMANCE: (Warfare qualified officers only) Basic and tactical employment of weapon systems.	<ul style="list-style-type: none"> <li>- Has difficulty attaining qualification expected for the rank and experience.</li> <li>- Has difficulty in ship(s), aircraft or weapons systems employment.</li> <li>- Below others in knowledge and employment.</li> <li>- Warfare skills in specialty are below standards compared to others of same rank and experience.</li> </ul>		<ul style="list-style-type: none"> <li>- Attains qualifications as required and expected.</li> <li>- Capably employs ship(s), aircraft, or weapons systems. Equal to others in warfare knowledge and employment.</li> <li>- Warfare skills in specialty equal to others of same rank and experience.</li> </ul>		<ul style="list-style-type: none"> <li>- Fully qualified at appropriate level for rank and experience.</li> <li>- Innovatively employs ship(s), aircraft, or weapons systems. Well above others in warfare knowledge and employment.</li> <li>- Warfare skills in specialty exceed others of same rank and experience.</li> </ul>		
NOB <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
40. I recommend screening this individual for next career milestone(s) as follows: (maximum of two) Recommendations may be for competitive schools or duty assignments such as: LCPO, DEPT CPO, SEA, CMC, CWO, LDO, Dept Head, XO, OIC, CO, Major Command, War College, PG School.				NFMT		OIC	
41. COMMENTS ON PERFORMANCE: * All 1.0 marks, three 2.0 marks, and 2.0 marks in Block 34 must be specifically substantiated in comments. Comments must be verifiable. Font must be 10 or 12 Pitch (10 or 12 Point) only. Use upper and lower case.							
HAND-PICKED TO FILL THE TOUGHEST AT-SEA FSO BILLET GAPPED FOR OVER A YEAR!							
<p>While onboard only a very short time, CWO3 Ware has exceeded all expectations. His leadership made an IMMEDIATE and SIGNIFICANT IMPROVEMENT IN SERVICE across all my Galleys:</p> <ul style="list-style-type: none"> <li>- Deckplate Leader. Focused the team and implemented standard practices which quickly improved the quality and efficiency of the production process; established progressive cooking techniques and over the shoulder training for all CSs resulting in improved Sailor satisfaction as evidenced by a 300% increase in Sailors deciding to eat onboard.</li> <li>- Exceptional Planner. Completely overhauled 10 storerooms and developed accountability measures and improved inventory procedures increasing inventory validity by more than 70% in less than 1 month. TYCOM comments his storerooms now rank with the best of the best!</li> <li>- True Culinarian. Re-invigorated a dormant 14-day cycle menu by aggressively following the CNO's directive on "cooking from scratch" and using garnishing techniques for holiday, heritage, and birthday meals...all receiving rave reviews from guests and over 3,000 crew.</li> </ul> <p>CWO3 Ware has made an IMMEDIATE POSITIVE IMPACT... he is a phenomenal Food Service Warrant Officer and already a stand-out in my wardroom.</p> <p>He has earned my strongest recommendation for EARLY PROMOTION TO CWO4!</p>							
Promotion Recommendation	NOB	Significant Problems	Progressing	Promotable	Must Promote	Early Promote	44. Reporting Senior Address
42. INDIVIDUAL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	COMMANDING OFFICER USS GEORGE WASHINGTON CVN 73 FPO AP 96650-2801
43. SUMMARY	<input checked="" type="checkbox"/>	0	0	1	1	1	
45. Signature of Reporting Senior 				46. Signature of Individual Evaluated. "I have seen this report, been apprised of my performance, and understand my right to make a statement." I intend to submit a statement. <input type="checkbox"/> do not intend to submit a statement. <input checked="" type="checkbox"/>			
Date: 3/26/13				Date: 3/24/13			
Member Trait Average: 4.33		Summary Group Average: 4.00					
47. Typed name, grade, command, UIC, and signature of Regular Reporting Senior on Concurrent Report							
Date:							

NAPERS 16102 (08-10) FOR OFFICIAL USE ONLY - PRIVACY ACT SENSITIVE



FITNESS REPORT & COUNSELING RECORD (W2-06)

PCS BUPERS 1610-1

1. Name (Last, First MI Suffix) WARE, BRIAN T				2. Grade/Rate CWO3		3. Desig 7521		4. SSN (b) (6)	
5. ACT <input checked="" type="checkbox"/> FTS <input type="checkbox"/> INACT <input type="checkbox"/> AT/ADSW/265 <input type="checkbox"/>		6. UIC 05840		7. Ship/Station LCC-19 BLUE RIDGE			8. Promotion Status REGULAR		9. Date Reported 10MAR15
10. Periodic <input type="checkbox"/> Detachment <input type="checkbox"/> Detachment of <input type="checkbox"/> 11. of Individual <input checked="" type="checkbox"/> 12. Reporting Senior <input type="checkbox"/> 13. Special <input type="checkbox"/>			14. From: 12JUL28			15. To: 12DEC13			
16. Not Observed Report <input type="checkbox"/>		17. Regular <input checked="" type="checkbox"/>		18. Concurrent <input type="checkbox"/>		19. Ops Cdr <input type="checkbox"/>		20. Physical Readiness P	21. Billet Subcategory (if any) NA
22. Reporting Senior (Last, FI MI) PENNINGTON, W P			23. Grade CAPT	24. Desig 1310	25. Title CO		26. UIC 05840	27. SSN (b) (6)	

28. Command employment and command achievements.  
Forward deployed command ship for C7F, CTF-76 and CTF-79. 3M MCA, Summer Patrol, UFG, SRA, LOA, Sea Trials.

29. Primary/Collateral/Watchstanding duties. (Enter primary duty abbreviation in box.)  
FSO Food Service Officer-5. Manages the efficient operation of the Food Service Operation and upkeep of 47 related spaces. Leads and mentors a Master Chief, Senior Chief, 4 CPOs and 92 CSs and FSAs. WATCH: CDO (Inport)-5. COLL: DCTT-5. PFA: 12-2.

For Mid-term Counseling Use. (When completing FITREP, enter 30 and 31 from counseling worksheet, sign 32.)		30. Date Counseled NOT REQ	31. Counselor	32. Signature of Individual Counseled
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PERFORMANCE TRAITS: 1.0 - Below standards/not progressing or UNSAT in any one standard; 2.0 - Does not yet meet all 3.0 standards; 3.0 - Meets all 3.0 standards; 4.0 - Exceeds most 3.0 standards; 5.0 - Meets overall criteria and most of the specific standards for 5.0. Standards are not all inclusive.

PERFORMANCE TRAITS	1.0* Below Standards	2.0 Pro- gressing	3.0 Meets Standards	4.0 Above Standards	5.0 Greatly Exceeds Standards
33. PROFESSIONAL EXPERTISE: Professional knowledge, proficiency, and qualifications. NOB <input type="checkbox"/>	- Lacks basic professional knowledge to perform effectively. - Cannot apply basic skills. - Fails to develop professionally or achieve timely qualifications.	-	- Has thorough professional knowledge. - Competently performs both routine and new tasks. - Steadily improves skills, achieves timely qualifications.	-	- Recognized expert, sought after to solve difficult problems. - Exceptionally skilled, develops and executes innovative ideas. - Achieves early/highly advanced qualifications.
34. COMMAND OR ORGANIZATIONAL CLIMATE/EQUAL OPPORTUNITY: Contributing to growth and development, human worth, community. NOB <input type="checkbox"/>	- Actions counter to Navy's retention/recruitment goals. - Uninvolved with mentoring or professional development of subordinates. - Actions counter to good order and discipline and negatively affect Command/Organizational climate. - Demonstrates exclusionary behavior. Fails to value differences from cultural diversity.	-	- Positive leadership supports Navy's increased retention goals. Active in decreasing attrition. - Actions adequately encourage/support subordinates' personal/professional growth. - Demonstrates appreciation for contributions of Navy personnel. Positive influence on Command climate. - Values differences as strengths. Fosters atmosphere of acceptance/inclusion per EO/EEO policy.	-	- Measurably contributes to Navy's increased retention and reduced attrition objectives. - Proactive leader/exemplary mentor. Involved in subordinates' personal development leading to professional growth/sustained commitment. - Initiates support programs for military, civilian, and families to achieve exceptional Command and Organizational climate. - The model of achievement. Develops unit cohesion by valuing differences as strengths.
35. MILITARY BEARING/CHARACTER: Appearance, conduct, physical fitness, adherence to Navy Core Values. NOB <input type="checkbox"/>	- Consistently unsatisfactory appearance. - Unsatisfactory demeanor or conduct. - Unable to meet one or more physical readiness standards. - Fails to live up to one or more Navy Core Values: HONOR, COURAGE, COMMITMENT.	-	- Excellent personal appearance. - Excellent demeanor or conduct. - Complies with physical readiness program. - Always lives up to Navy Core Values: HONOR, COURAGE, COMMITMENT.	-	- Exemplary personal appearance. - Exemplary representative of Navy. - A leader in physical readiness. - Exemplifies Navy Core Values: HONOR, COURAGE, COMMITMENT.
36. TEAMWORK: Contributions towards team building and team results. NOB <input type="checkbox"/>	- Creates conflict, unwilling to work with others, puts self above team. - Fails to understand team goals or teamwork techniques. - Does not take direction well.	-	- Reinforces others' efforts, meets personal commitments to team. - Understands team goals, employs good teamwork techniques. - Accepts and offers team direction.	-	- Team builder, inspires cooperation and progress. - Talented mentor, focuses goals and techniques for team. - The best at accepting and offering team direction.
37. MISSION ACCOMPLISHMENT AND INITIATIVE: Taking initiative, planning/prioritizing, achieving mission. NOB <input type="checkbox"/>	- Lacks initiative. - Unable to plan or prioritize. - Does not maintain readiness. - Fails to get the job done.	-	- Takes initiative to meet goals. - Plans/prioritizes effectively. - Maintains high state of readiness. - Always gets the job done.	-	- Develops innovative ways to accomplish mission. - Plans/prioritizes with exceptional skill and foresight. - Maintains superior readiness, even with limited resources. - Gets jobs done earlier and far better than expected.

NAVPERS 16002 (08-10) FOR OFFICIAL USE ONLY - PRIVACY ACT SENSITIVE

FITNESS REPORT AND COUNSELING RECORD (W2-06) (cont 'd)

RCS BUPERS 1610-1

1. Name (Last, First MI Suffix) WARE, BRIAN T		2. Grade/Rate CWO3		3. Desig 7521		SSN (b) (6)	
PERFORMANCE TRAITS	1.0* Below Standards	2.0 Progressing	3.0 Meets Standards	4.0 Above Standards	5.0 Greatly Exceeds Standards		
38. LEADERSHIP: Organizing, motivating and developing others to accomplish goals.	<ul style="list-style-type: none"> <li>-Neglects growth/development or welfare of subordinates.</li> <li>-Fails to organize, creates problems for subordinates.</li> <li>-Does not set or achieve goals relevant to command mission and vision.</li> <li>-Lacks ability to cope with or tolerate stress.</li> <li>-Inadequate communicator.</li> <li>-Tolerates hazards or unsafe practices.</li> </ul>		<ul style="list-style-type: none"> <li>-Effectively stimulates growth/development in subordinates.</li> <li>-Organizes successfully, implementing process improvements and efficiencies.</li> <li>-Sets/achieves useful, realistic goals that support command mission.</li> <li>-Performs well in stressful situations.</li> <li>-Clear, timely communicator.</li> <li>-Ensures safety of personnel and equipment.</li> </ul>		<ul style="list-style-type: none"> <li>-Inspiring motivator and trainer, subordinates reach highest level of growth and development.</li> <li>-Superb organizer, great foresight, develops process improvements and efficiencies.</li> <li>-Leadership achievements dramatically further command mission and vision.</li> <li>-Perseveres through the toughest challenges and inspires others.</li> <li>-Exceptional communicator.</li> <li>-Makes subordinates safety-conscious, maintains top safety record.</li> <li>-Constantly improves the personal and professional lives of others.</li> </ul>	NOB <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	
39. TACTICAL PERFORMANCE: (Warfare qualified officers only) Basic and tactical employment of weapons systems	<ul style="list-style-type: none"> <li>-Has difficulty attaining qualification expected for the rank and experience.</li> <li>-Has difficulty in ship(s), aircraft or weapons systems employment. Below others in knowledge and employment.</li> <li>-Warfare skills in specialty are below standards compared to others of same rank and experience.</li> </ul>		<ul style="list-style-type: none"> <li>-Attains qualifications as required and expected.</li> <li>-Capably employs ship(s), aircraft, or weapons systems. Equal to others in warfare knowledge and employment.</li> <li>-Warfare skills in specialty equal to others of same rank and experience.</li> </ul>		<ul style="list-style-type: none"> <li>-Fully qualified at appropriate level for rank and experience.</li> <li>-Innovatively employs ship(s), aircraft, or weapons systems. Well above others in warfare knowledge and employment.</li> <li>-Warfare skills in specialty exceed others of same rank and experience.</li> </ul>	NOB <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
40. I recommend screening this individual for next career milestone(s) as follows: (maximum of two) Recommendations may be for competitive schools or duty assignments such as: LCPO, DEPT CPO, SEA, CMC, CWO, LDO, Dept Head, XO, OIC, CO, Major Command, War College, PG School				NAVY FOOD MGMT TEAM		OIC	
41. COMMENTS ON PERFORMANCE: * All 1.0 marks, three 2.0 marks, and 2.0 marks in Block 34 must be specifically substantiated in comments. Comments must be verifiable. Font must be 10 or 12 Pitch (10 or 12 Point) only. Use upper and lower case.							
<p>-EXCEPTIONAL FOOD SERVICE OFFICER. CWO3 Ware has set the bar high for food service in the DNFN on C7F's forward deployed Flagship! He excelled in this highly visible and demanding Food Service assignment by using inventive ways to serve the crew while maintaining the highest standards. Mentored 2 Supply JOs, 1 MCPO, 1 SCPO, 4 CPOs and over 100 Sailors while serving over 1,000 crew members and C7F Staff on a daily basis.</p> <p>-FOOD SERVICE EXPERT. Flawlessly managed an inventory of 500 line items worth \$2.9M annually. Coordinated the first ever combined C7F Staff and BLR Officer dinner, bridging the gap between both commands with a dinner that received rave reviews. His amazing talent using the 21-day cycle, including his focus on creating items from scratch and his VIP-style meals raised the in-rate knowledge of his CSs and the morale of the entire crew.</p> <p>-DECKPLATE LEADERSHIP. His peerless training of his Sailors resulted in 100% CDB completion, 40% advancement increase, 97% ESWS qualification, 95% PFA Pass Rate and a 96% PTS approval. As DCTT Repair Locker Leader, he trained 600 Sailors in advanced DC.</p> <p>CWO3 Ware is an established leader who has the strength to direct, maturity to listen, and the humility to communicate in any arena.</p> <p>***HE HAS MY STRONGEST POSSIBLE RECOMMENDATION FOR CWO4!***</p>							
Promotion Recommendation	NOB	Significant Problems	Progressing	Promotable	Must Promote	Early Promote	44. Reporting Senior Address COMMANDING OFFICER USS BLUE RIDGE (LCC 19) FPO AP 96628-3300
42. INDIVIDUAL						X	
43. SUMMARY		0	0	0	0	1	
45. Signature of Reporting Senior <i>W.P. [Signature]</i> Date: 12 Dec 01				46. Signature of Individual Evaluated. "I have seen this report, been apprised of my performance, and understand my right to make a statement." I intend to submit a statement. <input type="checkbox"/> do not intend to submit a statement. <input type="checkbox"/>			
Member Trait Average: 4.83		Summary Group Average: 4.83		Date: 12 Dec 01			
47. Typed name, grade, command, UIC, and signature of Regular Reporting Senior or Concurrent Report							
Date:							

NAVPERS 16102 (08-10) FOR OFFICIAL USE ONLY - PRIVACY ACT SENSITIVE



**FITNESS REPORT & COUNSELING RECORD (W2-O6)**

RCS BUPERS 1610-1

1. Name (Last, First MI Suffix) WARE, BRIAN T		2. Grade/Rate CWO3		3. Desig 7521		4. SSN (b) (6)	
5. ACT <input checked="" type="checkbox"/> FTS <input type="checkbox"/> INACT <input type="checkbox"/> AT/ADSW/265 <input type="checkbox"/>		6. UIC 05840		7. Ship/Station LCC-19 BLUE RIDGE		8. Promotion Status REGULAR	
9. Date Reported 10MAR15		10. Periodic <input type="checkbox"/> Detachment <input type="checkbox"/> Detachment of <input type="checkbox"/> Reporting Senior <input checked="" type="checkbox"/> 13. Special <input type="checkbox"/>		14. From: 12APR01		15. To: 12JUL27	
16. Not Observed Report <input type="checkbox"/> Type of Report 17. Regular <input checked="" type="checkbox"/> 18. Concurrent <input type="checkbox"/> 19. Ops Cdr <input type="checkbox"/>		20. Physical Readiness P		21. Billet Subcategory (if any) NA			
22. Reporting Senior (Last, FI MI) GRIECO, D C		23. Grade CAPT		24. Desig 1320		25. Title CO	
26. UIC 05840		27. SSN [REDACTED]					

28. Command employment and command achievements.  
Forward deployed command ship for C7F, CTF-76 and CTF-79. Winter/Spring Patrols, TERMINAL FURY PT I/II. Joint Meritorious Unit Award.

29. Primary/Collateral/Watchstanding duties. (Enter primary duty abbreviation in box.)  
[ ] FSO Food Service Officer-3. Manages and oversees the efficient operation of a NEY award winning food service operation and maintenance of 47 related spaces. Leads and mentors a Master Chief, Senior Chief, 4 CPOs and 90 CSs and FSAs.  
WATCH: CDO (I/P)-3. DCTT-3. PFA: 12-1.

For Mid-term Counseling Use (When completing FITREP, enter 30 and 31 from counseling worksheet, sign 32.)		30. Date Counselor NOT REQ		31. Counselor		32. Signature of Individual Counseled	
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PERFORMANCE TRAITS: 1.0 - Below standards/not progressing or UNSAT in any one standard; 2.0 - Does not yet meet all 3.0 standards; 3.0 - Meets all 3.0 standards; 4.0 - Exceeds most 3.0 standards; 5.0 - Meets overall criteria and most of the specific standards for 5.0. Standards are not all inclusive.

PERFORMANCE TRAITS	1.0* Below Standards	2.0 Pro- gressing	3.0 Meets Standards	4.0 Above Standards	5.0 Greatly Exceeds Standards
33. PROFESSIONAL EXPERTISE: Professional knowledge, proficiency, and qualifications.  NOB <input type="checkbox"/>	- Lacks basic professional knowledge to perform effectively. - Cannot apply basic skills. - Fails to develop professionally or achieve timely qualifications.	-	- Has thorough professional knowledge. - Completely performs both routine and new tasks. - Steadily improves skills, achieves timely qualifications.	-	- Recognized expert, sought after to solve difficult problems. - Exceptionally skilled, develops and executes innovative ideas. - Achieves early/highly advanced qualifications.
34. COMMAND OR ORGANIZATIONAL CLIMATE/EQUAL OPPORTUNITY: Contributing to growth and development, human worth, community.  NOB <input type="checkbox"/>	- Actions counter to Navy's retention/reenlistment goals. - Uninvolved with mentoring or professional development of subordinates. - Actions counter to good order and discipline and negatively affect Command/Organizational climate. - Demonstrates exclusionary behavior. Fails to value differences from cultural diversity.	-	- Positive leadership supports Navy's increased retention goals. Active in decreasing attrition. - Actions adequately encourage/support subordinates' personal/professional growth. - Demonstrates appreciation for contributions of Navy personnel. Positive influence on Command climate. - Values differences as strengths. Forters atmosphere of acceptance/inclusion per EO/EEO policy.	-	- Measurably contributes to Navy's increased retention and reduced attrition objectives. - Proactive leader/exemplary mentor. Involved in subordinates' personal development leading to professional growth/sustained commitment. - Initiates support programs for military, civilian, and families to achieve exceptional Command and Organizational climate. - The model of achievement. Develops unit cohesion by valuing differences as strengths.
35. MILITARY BEARING/CHARACTER: Appearance, conduct, physical fitness, adherence to Navy Core Values.  NOB <input type="checkbox"/>	- Consistently unsatisfactory appearance. - Unsatisfactory demeanor or conduct. - Unable to meet one or more physical readiness standards. - Fails to live up to one or more Navy Core Values: HONOR, COURAGE, COMMITMENT.	-	- Excellent personal appearance. - Excellent demeanor or conduct. - Complies with physical readiness program. - Always lives up to Navy Core Values: HONOR, COURAGE, COMMITMENT.	-	- Exemplary personal appearance. - Exemplary representative of Navy. - A leader in physical readiness. - Exemplifies Navy Core Values: HONOR, COURAGE, COMMITMENT.
36. TEAMWORK: Contributions towards team building and team results.  NOB <input type="checkbox"/>	- Creates conflict, unwilling to work with others, puts self above team. - Fails to understand team goals or teamwork techniques. - Does not take direction well.	-	- Reinforces others' efforts, meets personal commitments to team. - Understands team goals, employs good teamwork techniques. - Accepts and offers team direction.	-	- Team builder, inspires cooperation and progress. - Talented mentor, focuses goals and techniques for team. - The best at accepting and offering team direction.
37. MISSION ACCOMPLISHMENT AND INITIATIVE: Taking initiative, planning/prioritizing, achieving mission.  NOB <input type="checkbox"/>	- Lacks initiative. - Unable to plan or prioritize. - Does not maintain readiness. - Fails to get the job done.	-	- Takes initiative to meet goals. - Plans/prioritizes effectively. - Maintains high state of readiness. - Always gets the job done.	-	- Develops innovative ways to accomplish mission. - Plans/prioritizes with exceptional skill and foresight. - Maintains superior readiness, even with limited resources. - Gets jobs done earlier and far better than expected.

NAVPERS 16102 (08-10) FOR OFFICIAL USE ONLY - PRIVACY ACT SENSITIVE





FITNESS REPORT & COUNSELING RECORD (W2-06)

RCS BUPERS 1610-1

1. Name (Last, First MI Suffix) WARE, BRIAN T		2. Grade/Rate CWO3	3. Desig 7521	4. SSN (b) (6)
5. ACT <input checked="" type="checkbox"/> FTS <input type="checkbox"/> INACT <input type="checkbox"/> AT/ADSW/265 <input type="checkbox"/>	6. UIC 05840	7. Ship/Station LCC-19 BLUE RIDGE		8. Promotion Status REGULAR
10. Periodic <input checked="" type="checkbox"/> 11. of Individual <input type="checkbox"/> 12. Reporting Senior <input type="checkbox"/> 13. Special <input type="checkbox"/>		14. From: 11MAY13		15. To: 12MAR31
16. Not Observed - Report <input type="checkbox"/>	17. Regular <input checked="" type="checkbox"/> 18. Concurrent <input type="checkbox"/> 19. Ops Cdr <input type="checkbox"/>		20. Physical Readiness PP	21. Billet Subcategory (if any) NA
22. Reporting Senior (Last, FI MI) GRIECO, D C		23. Grade CAPT	24. Desig 1320	25. Title CO
		26. UIC 05840	27. SSN	

28. Command employment and command achievements.  
Forward deployed command ship for C7F, CTF-76 and CTF-79. ULTRA C/E/A, MOB-E LTT, Change of Command, 3M CERT, Summer Patrol 11, TALISMAN SABRE 11, UFG 11, SRA 11, Sea Trials, LOA, Patrol, KEY RESOLVE.

29. Primary/Collateral/Watchstanding duties. (Enter primary duty abbreviation in box.)  
FSO FSO-10. Manages the efficient operation of the Food Service operation and upkeep of 47 related spaces. Leads and mentor a Master Chief, Senior Chief, 4 CPO's and 92 CS's and FSA's. S5 DIVO-10. Responsible for more than 200 staterooms and common area spaces. WATCH: CDO-10. COLL. DCTT-10. PFA: 11-1/11-2.

For Mid-term Counseling Use. (When completing FITREP, enter 30 and 31 from counseling worksheet, sign 32.)  
30. Date Counseled  
NOT REQ  
31. Counselor  
32. Signature of Individual Counseled

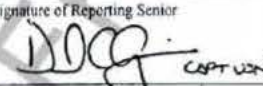
PERFORMANCE TRAITS: 1.0 - Below standards/not progressing or UNSAT in any one standard; 2.0 - Does not yet meet all 3.0 standards; 3.0 - Meets all 3.0 standards; 4.0 - Exceeds most 3.0 standards; 5.0 - Meets overall criteria and most of the specific standards for 5.0. Standards are not all inclusive.

PERFORMANCE TRAITS	1.0* Below Standards	2.0 Pro- gressing	3.0 Meets Standards	4.0 Above Standards	5.0 Greatly Exceeds Standards
33. PROFESSIONAL EXPERTISE: Professional knowledge, proficiency, and qualifications. NOB <input type="checkbox"/>	- Lacks basic professional knowledge to perform effectively. - Cannot apply basic skills. - Fails to develop professionally or achieve timely qualifications.		- Has thorough professional knowledge. - Competently performs both routine and new tasks. - Steadily improves skills, achieves timely qualifications.		- Recognized expert, sought after to solve difficult problems. - Exceptionally skilled, develops and executes innovative ideas. - Achieves early/highly advanced qualifications.
34. COMMAND OR ORGANIZATIONAL CLIMATE/EQUAL OPPORTUNITY: Contributing to growth and development, human worth, community. NOB <input type="checkbox"/>	- Actions counter to Navy's retention/recruitment goals. - Uninvolved with mentoring or professional development of subordinates. - Actions counter to good order and discipline and negatively affect Command/Organizational climate. - Demonstrates exclusionary behavior. Fails to value differences from cultural diversity.		- Positive leadership supports Navy's increased retention goals. Active in decreasing attrition. - Actions adequately encourage/support subordinates' personal/professional growth. - Demonstrates appreciation for contributions of Navy personnel. Positive influence on Command climate. - Values differences as strengths. Fosters atmosphere of acceptance/inclusion per EO/EEO policy.		- Measurably contributes to Navy's increased retention and reduced attrition objectives. - Proactive leader/exemplary mentor. Involved in subordinates' personal development leading to professional growth/sustained commitment. - Initiates support programs for military, civilian, and families to achieve exceptional Command and Organizational climate. - The model of achievement. Develops unit cohesion by valuing differences as strengths.
35. MILITARY BEARING CHARACTER: Appearance, conduct, physical fitness, adherence to Navy Core Values. NOB <input type="checkbox"/>	- Consistently unsatisfactory appearance. - Unsatisfactory demeanor or conduct. - Unable to meet one or more physical readiness standards. - Fails to live up to one or more Navy Core Values: HONOR, COURAGE, COMMITMENT.		- Excellent personal appearance. - Excellent demeanor or conduct. - Complies with physical readiness program. - Always lives up to Navy Core Values: HONOR, COURAGE, COMMITMENT.		- Exemplary personal appearance. - Exemplary representative of Navy. - A leader in physical readiness. - Exemplifies Navy Core Values: HONOR, COURAGE, COMMITMENT.
36. TEAMWORK: Contributions towards team building and team results. NOB <input type="checkbox"/>	- Creates conflict, unwilling to work with others, puts self above team. - Fails to understand team goals or teamwork techniques. - Does not take direction well.		- Reinforces others' efforts, meets personal commitments to team. - Understands team goals, employs good teamwork techniques. - Accepts and offers team direction.		- Team builder, inspires cooperation and progress. - Talented mentor, focuses goals and techniques for team. - The best at accepting and offering team direction.
37. MISSION ACCOMPLISHMENT AND INITIATIVE: Taking initiative, planning/prioritizing, achieving mission. NOB <input type="checkbox"/>	- Lacks initiative. - Unable to plan or prioritize. - Does not maintain readiness. - Fails to get the job done.		- Takes initiative to meet goals. - Plans/prioritizes effectively. - Maintains high state of readiness. - Always gets the job done.		- Develops innovative ways to accomplish mission. - Plans/prioritizes with exceptional skill and foresight. - Maintains superior readiness, even with limited resources. - Gets jobs done earlier and far better than expected.

NAVPERS 16107 (08-10) FOR OFFICIAL USE ONLY - PRIVACY ACT SENSITIVE

FITNESS REPORT AND COUNSELING RECORD (W2-06) (cont 'd)

RCS BUPERS 1610-1

1. Name (Last, First MI Suffix) WARE, BRIAN T		2. Grade/Rate CWO3		3. Desig 7521		4. SSN (b) (6)	
PERFORMANCE TRAITS	1.0 Below Standards	2.0 Progressing	3.0 Meets Standards	4.0 Above Standards	5.0 Greatly Exceeds Standards		
28. LEADERSHIP: Organizing, motivating and developing others to accomplish goals.	<ul style="list-style-type: none"> <li>- Neglects growth/development or welfare of subordinates.</li> <li>- Fails to organize, creates problems for subordinates.</li> <li>- Does not set or achieve goals relevant to command mission and vision.</li> <li>- Lacks ability to cope with or tolerate stress.</li> <li>- Inadequate communicator.</li> <li>- Tolerates hazards or unsafe practices.</li> </ul>		<ul style="list-style-type: none"> <li>- Effectively stimulates growth/development in subordinates.</li> <li>- Organizes successfully, implementing process improvements and efficiencies.</li> <li>- Sets/achieves useful, realistic goals that support command mission.</li> <li>- Performs well in stressful situations.</li> <li>- Clear, timely communicator.</li> <li>- Ensures safety of personnel and equipment.</li> </ul>		<ul style="list-style-type: none"> <li>- Inspiring motivator and trainer, subordinates reach highest level of growth and development.</li> <li>- Superior organizer, great foresight, development of process improvements and efficiencies.</li> <li>- Leadership achievements dramatically further command mission and vision.</li> <li>- Perseveres through the toughest challenges and inspires others.</li> <li>- Exceptional communicator.</li> <li>- Makes subordinates safety-conscious, maintains top safety record.</li> <li>- Constantly improves the personal and professional lives of others.</li> </ul>	<input type="checkbox"/> NOB <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	
39. TACTICAL PERFORMANCE: (Warfare qualified officers only) Basic and tactical employment of weapon systems.	<ul style="list-style-type: none"> <li>- Has difficulty attaining qualification expected for the rank and experience.</li> <li>- Has difficulty in ship(s), aircraft or weapons systems employment.</li> <li>- Below others in knowledge and employment.</li> <li>- Warfare skills in specialty are below standards compared to others of same rank and experience.</li> </ul>		<ul style="list-style-type: none"> <li>- Attains qualifications as required and expected.</li> <li>- Capably employs ship(s), aircraft, or weapons systems. Equal to others in warfare knowledge and employment.</li> <li>- Warfare skills in specialty equal to others of same rank and experience.</li> </ul>		<ul style="list-style-type: none"> <li>- Fully qualified at appropriate level for rank and experience.</li> <li>- Innovatively employs ship(s), aircraft, or weapons systems. Well above others in warfare knowledge and employment.</li> <li>- Warfare skills in specialty exceed others of same rank and experience.</li> </ul>	<input type="checkbox"/> NOB <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
40. I recommend screening this individual for next career milestone(s) as follows: (maximum of two) Recommendations may be for competitive schools or duty assignments such as: LCPO, DEPT CPO, SEA, CMC, CWO, LDO, Dept Head, XO, OIC, CO, Major Command, War College, PG School.				NAVY FOOD MGMT TEAM		OIC	
41. COMMENTS ON PERFORMANCE * All 1.0 marks, three 2.0 marks, and 2.0 marks in Block 34 must be specifically substantiated in comments. Comments must be verifiable. Font must be 10 or 12. Pitch (10 or 12. Point) only. Use upper and lower case.							
<p align="center">***EXTRAORDINARY PERFORMANCE ONBOARD C7F'S FORWARD DEPLOYED FLAGSHIP***</p> <p>- SUSTAINED SUPERIOR PERFORMANCE. Brian is excelling in a demanding and highly visible Food Service Billet. Through his expertise and innovative ideas, he has taken a good S-2 operation and made it even better. THE CATALYST behind 112 Sailors providing outstanding Food Service and hotel services to 1,000 Sailors, Marines and C7F staff on a daily basis.</p> <p>- FOOD SERVICE GURU. Expertly managed an annual provision inventory of 500+ line items worth \$2.9M. Coordinated the timely onload of stores in multiple foreign ports and via RAS, ensuring optimal inventory levels, while minimizing waste. Assumed a leadership role on the FDNF waterfront as the only Food Service Warrant, providing training assists to junior FSO's on a variety of subjects, including installation of the new FSM 3.0 database.</p> <p>- DECKPLATE ENGAGEMENT. Mentored 184 Sailors resulting in 100% CDB completion, a 30% increase in advancement, 96% ESWS qualification, 94% BCA/PFA Pass Rate, 25% enrolled in off duty education and 96% PTS approval rate. As DCTT member, trained 600 Sailors in 5 different Repair lockers.</p> <p>CWO3 Ware has taken the BLUE RIDGE Food Service Operation to the next level. Brian has matured into a CWO3 who is respected both onboard BLR and throughout FDNF for his subject matter expertise, enthusiasm and ability to innovate.</p> <p align="center">***HAS MY STRONGEST POSSIBLE RECOMMENDATION FOR CWO4! HE WILL DELIVER!***</p>							
Promotion Recommendation	NOB	Significant Problems	Progressing	Promotable	Must Promote	Early Promote	44. Reporting Senior Address COMMANDING OFFICER USS BLUE RIDGE (LCC 19) PPO AP 96628-3300
42. INDIVIDUAL						X	
43. SUMMARY	<input checked="" type="checkbox"/>	0	0	0	0	1	
45. Signature of Reporting Senior  CAPT USN Date: 3/31/12				46. Signature of Individual Evaluated. "I have seen this report, been apprised of my performance, and understand my right to make a statement." I intend to submit a statement: <input type="checkbox"/> do not intend to submit a statement. <input checked="" type="checkbox"/> Date: 1 Apr 12			
Member Trait Average: 4.67		Summary Group Average: 4.67					
47. Typed name, grade, command, UIC, and signature of Regular Reporting Senior on Concurrent Report							
Date:							

NAVPERS 10107 (08-10) FOR OFFICIAL USE ONLY - PRIVACY ACT SENSITIVE



FITNESS REPORT & COUNSELING RECORD (W2-O6)

CS BUPERS 1610-1

1. Name (Last, First MI Suffix) WARE, BRIAN T				2. Grade/Rate CWO2	3. Desig 7521	(b) (6)	
5. ACT <input checked="" type="checkbox"/>	FTS <input type="checkbox"/>	INACT <input type="checkbox"/>	AT/ADSW/263 <input type="checkbox"/>	6. UIC 05840	7. Ship/Station LCC 19 BLUE RIDGE	8. Promotion Status SELECTED	9. Date Reported 10MAR15
Occasion for Report 10. Periodic <input checked="" type="checkbox"/>			Detachment <input type="checkbox"/>		Detachment of <input type="checkbox"/>		13. Special <input type="checkbox"/>
11. of Individual				12. Reporting Senior		14. From: 11MAY12 15 To: 11SEP30	
16. Not Observed Report <input type="checkbox"/>		Type of Report 17. Regular <input checked="" type="checkbox"/>		18. Concurrent <input type="checkbox"/>		19. Ops Cdr <input type="checkbox"/>	
20. Physical Readiness N				21. Billet Subcategory (if any) NA			
22. Reporting Senior (Last, FIMI) GRIECO, D C			23. Grade CAPT	24. Desig 1320	25. Title CO	26. UIC 05840	27. SSN [REDACTED]

28. Command employment and command achievements.  
Forward deployed command ship for C7F, CTF-76 and CTF-79. ULTRA "E", 3M Certification, Summer Patrol 11, TALISMAN SABRE, UFG 11, SRA.

29. Primary/Collateral/Watchstanding duties. (Enter primary duty abbreviation in box.)  
FSO Food Service Officer-4. Manage and oversee the efficient operation of a FY11 NEY Award Winning Food Service operation and upkeep of 47 related spaces. Led and mentored a Master Chief, Senior Chief, 3 CPOs and 100 CSs. COLL: DCTT-4. WATCH: CDO-4.

For Mid-term Counseling Use. (When completing FITREP, enter 30 and 31 from counseling worksheet, sign 32.)  
30. Date Counseled  
NOT REQ  
31. Counselor  
32. Signature of Individual Counseled

PERFORMANCE TRAITS: 1.0 - Below standards/not progressing or UNSAT in any one standard; 2.0 - Does not yet meet all 3.0 standards; 3.0 - Meets all 3.0 standards; 4.0 - Exceeds most 3.0 standards; 5.0 - Meets overall criteria and most of the specific standards for 5.0. Standards are ~~not~~ all inclusive.

PERFORMANCE TRAITS	1.0* Below Standards	2.0 Pro- gressing	3.0 Meets Standards	4.0 Above Standards	5.0 Greatly Exceeds Standards
33. PROFESSIONAL EXPERTISE Professional knowledge, proficiency, and qualifications. NOB <input type="checkbox"/>	- Lacks basic professional knowledge to perform effectively. - Cannot apply basic skills. - Fails to develop professionally or achieve timely qualifications.	-	- Has thorough professional knowledge. - Competently performs both routine and new tasks. - Steadily improves skills, achieves timely qualifications.	-	- Recognized expert, sought after to solve difficult problems. - Exceptionally skilled, develops and executes innovative ideas. - Achieves early/highly advanced qualifications.
34. COMMAND OR ORGANIZATIONAL CLIMATE/EQUAL OPPORTUNITY Contributing to growth and development, human worth, community. NOB <input type="checkbox"/>	- Actions counter to Navy's retention/recruitment goals. - Uninvolved with mentoring or professional development of subordinates. - Actions counter to good order and discipline and negatively affect Command/Organizational climate. - Demonstrates exclusionary behavior. Fails to value differences from cultural diversity.	-	- Positive leadership supports Navy's increased retention goals. Active in decreasing attrition. - Actions adequately encourage/support subordinates' personal/professional growth. - Demonstrates appreciation for contributions of Navy personnel. Positive influence on Command and Organizational climate. - Values differences as strengths. Fosters atmosphere of acceptance/inclusion per EO/EEC policy.	-	- Measurably contributes to Navy's increased retention and reduced attrition objectives. - Proactive leader/exemplary mentor. Involved in subordinate's personal development leading to professional growth/sustained commitment. - Initiates support programs for military, civilian, and families to achieve exceptional Command and Organizational climate. - The model of achievement. Develops unit cohesion by valuing differences as strengths.
35. MILITARY BEARING CHARACTER Appearance, conduct, physical fitness, adherence to Navy Core Values. NOB <input type="checkbox"/>	- Consistently unsatisfactory appearance. - Unsatisfactory demeanor or conduct. - Unable to meet one or more physical readiness standards. - Fails to live up to one or more Navy Core Values: HONOR, COURAGE, COMMITMENT.	-	- Excellent personal appearance. - Excellent demeanor or conduct. - Complies with physical readiness program. - Always lives up to Navy Core Values: HONOR, COURAGE, COMMITMENT.	-	- Exemplary personal appearance. - Exemplary representative of Navy. - A leader in physical readiness. - Exemplifies Navy Core Values: HONOR, COURAGE, COMMITMENT.
36. TEAMWORK Contributions towards team building and team results. NOB <input type="checkbox"/>	- Creates conflict, unwilling to work with others, puts self above team. - Fails to understand team goals or teamwork techniques. - Does not take direction well.	-	- Reinforces others' efforts, meets personal commitments to team. - Understands team goals, employs good teamwork techniques. - Accepts and offers team direction.	-	- Team builder, inspires cooperation and progress. - Talented mentor, focuses goals and techniques for team. - The best at accepting and offering team direction.
37. MISSION ACCOMPLISHMENT AND INITIATIVE Taking initiative, planning/prioritizing, achieving mission. NOB <input type="checkbox"/>	- Lacks initiative. - Unable to plan or prioritize. - Does not maintain readiness. - Fails to get the job done.	-	- Takes initiative to meet goals. - Plans/prioritizes effectively. - Maintains high state of readiness. - Always gets the job done.	-	- Develops innovative ways to accomplish mission. - Plans/prioritizes with exceptional skill and foresight. - Maintains superior readiness, even with limited resources. - Gets jobs done earlier and far better than expected.

NAVPERS 16102 (06-10) FOR OFFICIAL USE ONLY - PRIVACY ACT SENSITIVE

FITNESS REPORT AND COUNSELING RECORD (W2-O6) (cont 'd)

RCS BUPERS 1610-1

1. Name (Last, First MI Suffix) WARE, BRIAN T		2. Grade/Rate CWO2		3. Desig 7521		(b) (6)	
PERFORMANCE TRAITS	1.0* Below Standards	2.0 Pro- gressing	3.0 Meets Standards	4.0 Above Standards	5.0 Greatly Exceeds Standards		
38. LEADERSHIP: Organizing, motivating and developing others to accomplish goals.	-Neglects growth/development or welfare of subordinates. -Fails to organize, creates problems for subordinates. -Does not set or achieve goals relevant to command mission and vision. -Lacks ability to cope with or tolerate stress. -Inadequate communicator. -Tolerates hazards or unsafe practices.		- Effectively stimulates growth/development in subordinates. - Organizes successfully, implementing process improvements and efficiencies. - Sets/achieves useful, realistic goals that support command mission. - Performs well in stressful situations. - Clear, timely communicator. - Ensures safety of personnel and equipment.		- Inspiring motivator and trainer, subordinates reach highest level of growth and development. - Superb organizer, great foresight, develops process improvements and efficiencies. - Leadership achievements dramatically further command mission and vision. - Perseveres through the toughest challenges and inspires others. - Exceptional communicator. - Makes subordinates safety-conscious, maintains top safety record. - Constantly improves the personal and professional lives of others.		
NOB <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
39. TACTICAL PERFORMANCE: (Warfare qualified officers only) Basic and tactical employment of weapons systems.	-Has difficulty attaining qualification expected for the rank and experience. -Has difficulty in ship(s), aircraft or weapons systems employment. Below others in knowledge and employment. -Warfare skills in specialty are below standards compared to others of same rank and experience.		- Attains qualifications as required and expected. - Capably employs ship(s), aircraft, or weapons systems. Equal to others in warfare knowledge and employment. - Warfare skills in specialty equal to others of same rank and experience.		- Fully qualified at appropriate level for rank and experience. - Innovatively employs ship(s), aircraft, or weapons systems. Well above others in warfare knowledge and employment. - Warfare skills in specialty exceed others of same rank and experience.		
NOB <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
40. I recommend screening this individual for next career milestone(s) as follows: (maximum of two) Recommendations may be for competitive schools or duty assignments such as: LCPO, DEPT CPO, SEA, CMC, CWO, LDO, Dept Head, XO, OIC, CO, Major Command, War College, PG School.		CVN FSO		OIC			
41. COMMENTS ON PERFORMANCE. * All 1.0 marks, three 2.0 marks, and 2.0 marks in Block 34 must be specifically substantiated in comments. Comments must be verifiable. Font must be 10 or 12 Pitch (10 or 12 Point) only. Use upper and lower case. ***2011 CAPTAIN EDWARD F. NEY AWARD WINNER (REPEAT WINNER)*** -LEADING FSO IN FDNF. As a back to back Ney Winner, he is sought out by peers in both FDNF and CONUS for assistance in solving a multitude of food service issues. -OPERATION TOMODACHI. Despite regional shortages of critical food supplies, he used his knowledge of the supply system to ensure his operation was fully stocked at all times, directly contributing to the operational readiness of BLUE RIDGE and C7F. -MISSION FOCUSED. Established a top-notch Food Service operation providing well balanced meals to over 1,000 BLUE RIDGE and C7F personnel. Spearheaded numerous VIP events for C7F and led a 5 Star billeting service responsible for 300 embarked personnel during multiple exercises including TERMINAL FURY, TALISMAN SABRE, ULCHI FREEDOM GUARDIAN 11 and Summer Patrol 2011. -TECHNICAL EXPERT. Managed over 500 line items worth \$1.2 million with 100% validity. Implemented improvements in the areas of record keeping, financial management and food production on BLUE RIDGE through direct engagement at the deckplate level. As a DCTT member he trained 650 Sailors in 5 different Repair Lockers. CWO2 Ware emulates the strongest possible leadership and pushes his Sailors to strive for excellence. *HE HAS MY STRONGEST RECOMMENDATION FOR CWO4!*							
Promotion Recommendation	NOB	Significant Problems	Progressing	Promotable	Must Promote	Early Promote	44. Reporting Senior Address COMMANDING OFFICER USS BLUE RIDGE (LCC 19) FPO AP 96628-3300
42. INDIVIDUAL	<input type="checkbox"/>					X	
43. SUMMARY	<input checked="" type="checkbox"/>	0	0	0	0	1	
45. Signature of Reporting Senior <i>[Signature]</i> Date: 9/30/11				46. Signature of Individual Evaluated. *I have seen this report, been apprised of my performance, and understand my right to make a statement. I intend to submit a statement. <input type="checkbox"/> do not intend to submit a statement. <input checked="" type="checkbox"/>			
Member Trait Average: 4.67		Summary Group Average: 4.67		<i>[Signature]</i> Date: 18 Oct 11			
47. Typed name, grade, command, UIC, and signature of Regular Reporting Senior on Concurrent Report							
Date:							

NAVPERS 16102 (06-10) FOR OFFICIAL USE ONLY - PRIVACY ACT SENSITIVE



FITNESS REPORT & COUNSELING RECORD (W2-06)

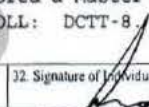
RCS BUPERS 1610-1

1. Name (Last, First MI Suffix) WARE, BRIAN T		2. Grade/Rate CWO2	3. Desig 7521	SSN (b) (6)
5. ACT <input checked="" type="checkbox"/> FTS <input type="checkbox"/> INACT <input type="checkbox"/> AT/ADSW/265 <input type="checkbox"/>	6. UIC 05840	7. Ship/Station LCC 19 BLUE RIDGE		8. Promotion Status REGULAR
9. Date Reported 10MAR15		10. Periodic <input type="checkbox"/> 11. Of Individual <input type="checkbox"/> 12. Reporting Senior <input checked="" type="checkbox"/> 13. Special <input type="checkbox"/>		
14. From: 10OCT01		15. To: 11MAY11		
16. Not Observed Report <input type="checkbox"/>	Type of Report 17. Regular <input checked="" type="checkbox"/> 18. Concurrent <input type="checkbox"/> 19. Ops Cdr <input type="checkbox"/>	20. Physical Readiness P		21. Billet Subcategory (if any) NA
22. Reporting Senior (Last, FI MI) LUPTON, S R		23. Grade CAPT	24. Desig 1310	25. Title CO
26. UIC 05840		27. SSN [REDACTED]		

28. Command employment and command achievements.  
Forward deployed command ship for C7F, CTF-76, and CTF-79. DSRA 10, LOA, Sea Trials, Nav Check-ride, Spring Patrol 11, Operation TOMODACHI, ULTRA C. 2010 Battle "E", NEY, Retention Excellence Awards.

29. Primary/Collateral/Watchstanding duties. (Enter primary duty abbreviation in box.)  

FSO	FSO-8. Managed the operation of the FY11 NEY Award Winning Food Service Operation and upkeep of 47 related spaces. Led and Mentored a Master Chief, Senior Chief, 4 CPO's, and 69 CS's/FSA's. WATCH: (I/P) CDO. COLL: DCTT-8.
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For Mid-term Counseling Use. (When completing FITREP, enter 30 and 31 from counseling worksheet, sign 32.)  
 30. Date Counseled  
NOT REQ  
 31. Counselor  
 32. Signature of Individual Counseled  


PERFORMANCE TRAITS: 1.0 - Below standards/not progressing or UNSAT in any one standard; 2.0 - Does not yet meet all 3.0 standards; 3.0 - Meets all 3.0 standards; 4.0 - Exceeds most 3.0 standards; 5.0 - Meets overall criteria and most of the specific standards for 5.0. Standards are not all inclusive.

PERFORMANCE TRAITS	1.0* Below Standards	2.0 Pro- gressing	3.0 Meets Standards	4.0 Above Standards	5.0 Greatly Exceeds Standards
33. PROFESSIONAL EXPERTISE: Professional knowledge, proficiency, and qualifications. NOB <input type="checkbox"/>	- Lacks basic professional knowledge to perform effectively. - Cannot apply basic skills. - Fails to develop professionally or achieve timely qualifications.	-	- Has thorough professional knowledge. - Competently performs both routine and new tasks. - Steadily improves skills, achieves timely qualifications.	-	- Recognized expert, sought after to solve difficult problems. - Exceptionally skilled, develops and executes innovative ideas. - Achieves early/highly advanced qualifications.
34. COMMAND OR ORGANIZATIONAL CLIMATE/EQUAL OPPORTUNITY: Contributing to growth and development, human worth, community. NOB <input type="checkbox"/>	- Actions counter to Navy's retention/retention goals. - Uninvolved with mentoring or professional development of subordinates. - Actions counter to good order and discipline and negatively affect Command/Organizational climate. - Demonstrates exclusionary behavior. Fails to value differences from cultural diversity.	-	- Positive leadership supports Navy's increased retention goals. Active in decreasing attrition. - Actions adequately encourage/support subordinates' personal/professional growth. - Demonstrates appreciation for contributions of Navy personnel. Positive influence on Command climate. - Values differences as strengths. Fosters atmosphere of acceptance/inclusion per EO/EEO policy.	-	- Measurably contributes to Navy's increased retention and reduced attrition objectives. - Proactive leader/exemplary mentor. Involved in subordinates' personal development leading to professional growth/sustained commitment. - Initiates support programs for military, civilian, and families to achieve exceptional Command and Organizational climate. - The model of achievement. Develops unit cohesion by valuing differences as strengths.
35. MILITARY BEARING CHARACTER: Appearance, conduct, physical fitness, adherence to Navy Core Values. NOB <input type="checkbox"/>	- Consistently unsatisfactory appearance. - Unsatisfactory demeanor or conduct. - Unable to meet one or more physical readiness standards. - Fails to live up to one or more Navy Core Values: HONOR, COURAGE, COMMITMENT.	-	- Excellent personal appearance. - Excellent demeanor or conduct. - Complies with physical readiness program. - Always lives up to Navy Core Values: HONOR, COURAGE, COMMITMENT.	-	- Exemplary personal appearance. - Exemplary representative of Navy. - A leader in physical readiness. - Exemplifies Navy Core Values: HONOR, COURAGE, COMMITMENT.
36. TEAMWORK: Contributions towards team building and team results. NOB <input type="checkbox"/>	- Creates conflict, unwilling to work with others, puts self above team. - Fails to understand team goals or teamwork techniques. - Does not take direction well.	-	- Reinforces others' efforts, meets personal commitments to team. - Understands team goals, employs good teamwork techniques. - Accepts and offers team direction.	-	- Team builder, inspires cooperation and progress. - Talented mentor, focuses goals and techniques for team. - The best at accepting and offering team direction.
37. MISSION ACCOMPLISHMENT AND INITIATIVE: Taking initiative, planning/prioritizing, achieving mission. NOB <input type="checkbox"/>	- Lacks initiative. - Unable to plan or prioritize. - Does not maintain readiness. - Fails to get the job done.	-	- Takes initiative to meet goals. - Plans/prioritizes effectively. - Maintains high state of readiness. - Always gets the job done.	-	- Develops innovative ways to accomplish mission. - Plans/prioritizes with exceptional skill and foresight. - Maintains superior readiness, even with limited resources. - Gets jobs done earlier and far better than expected.

NAVPERS 16102 (28-10) FOR OFFICIAL USE ONLY - PRIVACY ACT SENSITIVE

FITNESS REPORT AND COUNSELING RECORD (W2-O6) (cont'd)

RCS BUPERS 1610-1

1. Name (Last, First MI Suffix) <b>WARE, BRIAN T</b>		2. Grade/Rate <b>CWO2</b>		3. Desig <b>7521</b>		4. SSN <b>(b) (6)</b>	
PERFORMANCE TRAITS	1.0* Below Standards	2.0 Pro- gressing	3.0 Meets Standards	4.0 Above Standards	5.0 Greatly Exceeds Standards		
38. LEADERSHIP: Organizing, motivating and developing others to accomplish goals.	<ul style="list-style-type: none"> <li>- Neglects growth/development or welfare of subordinates.</li> <li>- Fails to organize, creates problems for subordinates.</li> <li>- Does not set or achieve goals relevant to command mission and vision.</li> <li>- Lacks ability to cope with or tolerate stress.</li> <li>- Inadequate communicator.</li> <li>- Tolerates hazards or unsafe practices.</li> </ul>		<ul style="list-style-type: none"> <li>- Effectively stimulates growth/development in subordinates.</li> <li>- Organizes successfully, implementing process improvements and efficiencies.</li> <li>- Sets/achieves useful, realistic goals that support command mission.</li> <li>- Performs well in stressful situations.</li> <li>- Clear, timely communicator.</li> <li>- Ensures safety of personnel and equipment.</li> </ul>		<ul style="list-style-type: none"> <li>- Inspiring motivator and trainer, subordinates reach highest level of growth and development.</li> <li>- Superb organizer, great foresight, develops process improvements and efficiencies.</li> <li>- Leadership achievements dramatically further command mission and vision.</li> <li>- Perseveres through the toughest challenges and inspires others.</li> <li>- Exceptional communicator.</li> <li>- Makes subordinates safety-conscious, maintains top safety record.</li> <li>- Constantly improves the personal and professional lives of others.</li> </ul>		
NOB <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
39. TACTICAL PERFORMANCE: (Warfare qualified officers only) Basic and tactical employment of weapon systems.	<ul style="list-style-type: none"> <li>- Has difficulty attaining qualification expected for the rank and experience.</li> <li>- Has difficulty in ship(s), aircraft or weapons systems employment.</li> <li>- Below others in knowledge and employment.</li> <li>- Warfare skills in specialty are below standards compared to others of same rank and experience.</li> </ul>		<ul style="list-style-type: none"> <li>- Attains qualifications as required and expected.</li> <li>- Capably employs ship(s), aircraft, or weapons systems. Equal to others in warfare knowledge and employment.</li> <li>- Warfare skills in specialty equal to others of same rank and experience.</li> </ul>		<ul style="list-style-type: none"> <li>- Fully qualified at appropriate level for rank and experience.</li> <li>- Innovatively employs ship(s), aircraft, or weapons systems. Well above others in warfare knowledge and employment.</li> <li>- Warfare skills in specialty exceed others of same rank and experience.</li> </ul>		
NOB <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
40. I recommend screening this individual for next career milestone(s) as follows: (maximum of two) Recommendations may be for competitive schools or duty assignments such as: LCPO, DEPT CPO, SEA, CMC, CWO, LDO, Dept Head, XO, OIC, CO, Major Command, War College, PG School.				CVN FSO		OIC	
41. COMMENTS ON PERFORMANCE * All 1.0 marks, three 2.0 marks, and 2.0 marks in Block 34 must be specifically substantiated in comments. Comments must be verifiable. Font must be 10 or 12 Pitch (10 or 12 Point) only. Use upper and lower case. <p style="text-align: center;">*** EXCEPTIONAL FOOD SERVICE OFFICER ON C7F'S FORWARD DEPLOYED FLAGSHIP ***</p> <p>- SUSTAINED SUPERIOR PERFORMANCE. His leadership and management resulted in USS BLUE RIDGE winning the 2011 Captain Edward F. Ney Award for Food Service Excellence. His exceptional efforts have set the benchmark for all Navy Food Service Operations!</p> <p>- DIRECT COMMAND IMPACT. Organized and directed the "IRON CHEF MALAYSIA" competition where his Culinary Specialist's competed against the Royal Malaysian Navy. The event was an astounding community relations success, receiving rave reviews and media coverage.</p> <p>- MISSION FOCUSED EXPERT. The catalyst behind leading 64 Culinary Specialists to provide outstanding food service to over 1,000 Sailors, Marines, and C7F embarked staff during Spring Patrol 2011 and Operation TOMODACHI. As a DCTT member, he aggressively trained repair locker personnel in advanced damage control, a major contributor to the highly successful Engineering Light-Off Assessment. Under his direct mentoring, one of his Sailors was selected as the 2010 Bluejacket of the Year.</p> <p>CWO2 Ware has taken a good food service operation and made it even better in every aspect. He has the skill sets, leadership ability, and motivation to take on more responsibility as a CVN Service Officer.</p> <p style="text-align: center;">*** HE HAS MY STRONGEST POSSIBLE RECOMMENDATION FOR PROMOTION TO CWO3! ***</p>							
Promotion Recommendation	NOB	Significant Problems	Progressing	Promotable	Must Promote	Early Promote	44. Reporting Senior Address COMMANDING OFFICER USS BLUE RIDGE (LCC 19) FPO AP 96628-3300
42. INDIVIDUAL					X		
43. SUMMARY	<input checked="" type="checkbox"/>	0	0	1	1	1	
45. Signature of Reporting Senior <i>Brian T. Ware</i> Date: <i>5/2/11</i>				46. Signature of Individual Evaluated. "I have seen this report, been apprised of my performance, and understand my right to make a statement." I intend to submit a statement. <input type="checkbox"/> do not intend to submit a statement. <input checked="" type="checkbox"/> Date: <i>2/17/11</i>			
Member Trait Average: 4.67 Summary Group Average: 4.42							
47. Typed name, grade, command, UIC, and signature of Regular Reporting Senior or Concurrent Report							
Date:							

NAVPERS 1610/2 (06-10) FOR OFFICIAL USE ONLY - PRIVACY ACT SENSITIVE



FITNESS REPORT & COUNSELING RECORD (W2-O6)

RCS BUPERS 1610-1

1. Name (Last, First MI Suffix) <b>WARE, BRIAN T</b>		2. Grade/Rate <b>CWO2</b>	3. Desig <b>7521</b>	4. SSN <b>(b) (6)</b>	
5. ACT <input checked="" type="checkbox"/> FTS <input type="checkbox"/> INACT <input type="checkbox"/> AT/ADSW/265 <input type="checkbox"/>	6. UIC <b>05840</b>	7. Ship/Station <b>LCC 19 BLUE RIDGE</b>		8. Promotion Status <b>REGULAR</b>	9. Date Reported <b>10MAR15</b>
Occasion for Report 10. Periodic <input checked="" type="checkbox"/> Detachment of Individual <input type="checkbox"/> Detachment of Reporting Senior <input type="checkbox"/> 13. Special <input type="checkbox"/>			Period of Report 14. From <b>09OCT31</b> 15. To <b>10SEP30</b>		
16. Not Observed Report <input type="checkbox"/>	Type of Report 17. Regular <input checked="" type="checkbox"/> 18. Concurrent <input type="checkbox"/> 19. Ops Cdr <input type="checkbox"/>		20. Physical Readiness <b>PB</b>		21. Billet Subcategory (if any) <b>NA</b>
22. Reporting Senior (Last, FI MI) <b>LUPTON, S R</b>		23. Grade <b>CAPT</b>	24. Desig <b>1310</b>	25. Title <b>CO</b>	26. UIC <b>05840</b>
27. SSN <b>[REDACTED]</b>					
28. Command employment and command achievements. Forward deployed command ship for C7F. Spring Patrol 10, TERMINAL FURY 10, 3M MCA, MOB E LTT, Summer Patrol 10, Pacific Partnership 10, UFG 10, DSRA 10.					
29. Primary/Collateral/Watchstanding duties. (Enter primary duty abbreviation in box.) <b>FSO</b> PRI: FSO-6. Managed the efficient operation of a NEY award winning Food Service operation and responsible for the maintenance and upkeep of 47 related spaces. Led and mentored a Senior Chief, 6 CPO's, and 82 CS's/FSA's. WATCH: (I/P) OOD-6; SDO-6. LV/TAD: 09OCT31-10MAR14. PFA: 09-2/10-1.					
For Mid-term Counseling Use. (When completing FITREP, enter 30 and 31 from counseling worksheet, sign 32.)			30. Date COUNSELED <b>NOT REQ</b>	31. Counselor <b>[Signature]</b>	32. Signature of Individual COUNSELED <b>[Signature]</b>

PERFORMANCE TRAITS: 1.0 - Below standards/not progressing or UNSAT in any one standard; 2.0 - Does not yet meet all 3.0 standards; 3.0 - Meets all 3.0 standards; 4.0 - Exceeds most 3.0 standards; 5.0 - Meets overall criteria and most of the specific standards for 5.0. Standards are not all inclusive.

PERFORMANCE TRAITS	1.0* Below Standards	2.0 Pro- gressing	3.0 Meets Standards	4.0 Above Standards	5.0 Greatly Exceeds Standards
33. PROFESSIONAL EXPERTISE: Professional knowledge, proficiency, and qualifications.  NOB <input type="checkbox"/>	-Lacks basic professional knowledge to perform effectively. -Cannot apply basic skills. -Fails to develop professionally or achieve timely qualifications.		-Has thorough professional knowledge. -Competently performs both routine and new tasks. -Steadily improves skills, achieves timely qualifications.		-Recognized expert, sought after to solve difficult problems. -Exceptionally skilled, develops and executes innovative ideas. -Achieves early/highly advanced qualifications.
34. COMMAND OR ORGANIZATIONAL CLIMATE/EQUAL OPPORTUNITY: Contributing to growth and development, human worth, community.  NOB <input type="checkbox"/>	-Actions counter to Navy's retention/reenlistment goals. -Uninvolved with mentoring or professional development of subordinates. -Actions counter to good order and discipline and negatively affect Command/Organizational climate. -Demonstrates exclusionary behavior. Fails to value differences from cultural diversity.		-Positive leadership supports Navy's increased retention goals. Active in decreasing attrition. -Actions adequately encourage/support subordinates' personal/professional growth. -Demonstrates appreciation for contributions of Navy personnel. Positive influence on Command climate. -Values differences as strengths. Fosters atmosphere of acceptance/inclusion per EO/EEQ policy.		-Measurably contributes to Navy's increased retention and reduced attrition objectives. -Proactive leader/exemplary mentor. Involved in subordinates' personal development leading to professional growth/sustained commitment. -Initiates support programs for military, civilian, and families to achieve exceptional Command and Organizational climate. -The model of achievement. Develops unit cohesion by valuing differences as strengths.
35. MILITARY BEARING CHARACTER: Appearance, conduct, physical fitness, adherence to Navy Core Values.  NOB <input type="checkbox"/>	-Consistently unsatisfactory appearance. -Unsatisfactory demeanor or conduct. -Unable to meet one or more physical readiness standards. -Fails to live up to one or more Navy Core Values: HONOR, COURAGE, COMMITMENT.		-Excellent personal appearance. -Excellent demeanor or conduct. -Complies with physical readiness program. -Always lives up to Navy Core Values: HONOR, COURAGE, COMMITMENT.		-Exemplary personal appearance. -Exemplary representative of Navy. -A leader in physical readiness. -Exemplifies Navy Core Values: HONOR, COURAGE, COMMITMENT.
36. TEAMWORK: Contributions towards team building and team results.  NOB <input type="checkbox"/>	-Creates conflict, unwilling to work with others, puts self above team. -Fails to understand team goals or teamwork techniques. -Does not take direction well.		-Reinforces others' efforts, meets personal commitments to team. -Understands team goals, employs good teamwork techniques. -Accepts and offers team direction.		-Team builder, inspires cooperation and progress. -Talented mentor, focuses goals and techniques for team. -The best at accepting and offering team direction.
37. MISSION ACCOMPLISHMENT AND INITIATIVE: Taking initiative, planning/prioritizing, achieving mission.  NOB <input type="checkbox"/>	-Lacks initiative. -Unable to plan or prioritize. -Does not maintain readiness. -Fails to get the job done.		-Takes initiative to meet goals. -Plans/prioritizes effectively. -Maintains high state of readiness. -Always gets the job done.		-Develops innovative ways to accomplish mission. -Plans/prioritizes with exceptional skill and foresight. -Maintains superior readiness, even with limited resources. -Gets jobs done earlier and far better than expected.

NAVPERS 1610/2 (08-10) FOR OFFICIAL USE ONLY - PRIVACY ACT SENSITIVE



FITNESS REPORT AND COUNSELING RECORD (W2-O6) (cont 'd)

RCS BUPERS 1610-1

1. Name (Last, First MI Suffix) <b>WARE, BRIAN T</b>	2. Grade/Rate <b>CWO2</b>	3. Desig <b>7521</b>	<b>(b) (6)</b>
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PERFORMANCE TRAITS	1.0* Below Standards	2.0 Pro- gressing	3.0 Meets Standards	4.0 Above Standards	5.0 Greatly Exceeds Standards
38. LEADERSHIP: Organizing, motivating and developing others to accomplish goals.	- Neglects growth/development or welfare of subordinates. - Fails to organize, creates problems for subordinates. - Does not set or achieve goals relevant to command mission and vision. - Lacks ability to cope with or tolerate stress. - Inadequate communicator. - Tolerates hazards or unsafe practices.		- Effectively stimulates growth/development in subordinates. - Organizes successfully, implementing process improvements and efficiencies. - Sets/achieves useful, realistic goals that support command mission. - Performs well in stressful situations. - Clear, timely communicator. - Ensures safety of personnel and equipment.		- Inspiring motivator and trainer, subordinates reach highest level of growth and development. - Superb organizer, great foresight, develops process improvements and efficiencies. - Leadership achievements dramatically further command mission and vision. - Perseveres through the toughest challenges and inspires others. - Exceptional communicator. - Makes subordinates safety-conscious, maintains top safety record. - Constantly improves the personal and professional lives of others.
NOB <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
39. TACTICAL PERFORMANCE: (Warfare qualified officers only) Basic and tactical employment of weapons systems.	- Has difficulty attaining qualification expected for the rank and experience. - Has difficulty in ship(s), aircraft or weapons systems employment. - Below others in knowledge and employment. - Warfare skills in specialty are below standards compared to others of same rank and experience.		- Attains qualifications as required and expected. - Capably employs ship(s), aircraft, or weapons systems. Equal to others in warfare knowledge and employment. - Warfare skills in specialty equal to others of same rank and experience.		- Fully qualified at appropriate level for rank and experience. - Innovatively employs ship(s), aircraft, or weapons systems. Well above others in warfare knowledge and employment. - Warfare skills in specialty exceed others of same rank and experience.
NOB <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

40. I recommend screening this individual for next career milestone(s) as follows: (maximum of two) Recommendations may be for competitive schools or duty assignments such as: LCPO, DEPT CPO, SEA, CMC, CWO, LDO, Dept Head, XO, OIC, CO, Major Command, War College, PG School	NFMT/OIC	CVN FSO
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41. COMMENTS ON PERFORMANCE. \* All 1.0 marks, three 2.0 marks, and 2.0 marks in Block 34 must be specifically substantiated in comments. Comments must be verifiable. Font must be 10 or 12 Pitch (10 or 12 Point) only. Use upper and lower case.

**\*\* SUSTAINED SUPERIOR PERFORMANCE - WARRANT WARE PROVIDES THE FINEST CHOW IN THE FLEET \*\***

- MISSION FOCUSED EXPERT. His leadership and expertise has quickly made a positive impact on the quality of life, morale, and mission readiness of a crew and staff of 1,200.

- OUTPERFORMS THE COMPETITION. Exceeded all TYCOM mandated CMP pulse points for 2010. Provided 5-Star service to 300 emarkees, including Flag and General Officers from multiple services and countries during exercise UFG 2010. Leads 1 MCPO, 1 SCPO and 6 CPOs in maintaining 100% inventory validity with IMPECCABLE RECORD KEEPING.

- COMMAND IMPACT. Spearheaded the first ever IRON CHEF competition in Vladivostok, Russia, where the galley staff competed and won on local television against top Russian chefs. A Role Model for his division, department, and crew; leading by example in recently earning a Masters Degree in Criminal Justice during his off duty time.

CWO2 Ware is a technical expert, constantly maintains a positive attitude, and has the ability to take on greater responsibilities. Detail him to the most demanding billets!

**\*\* CWO2 WARE HAS MY STRONGEST POSSIBLE RECOMMENDATION FOR CW03 AND CARRIER FSO TOUR \*\***

Promotion Recommendation	NOB	Significant Problems	Progressing	Promotable	Must Promote	Early Promote	44. Reporting Senior Address COMMANDING OFFICER USS BLUE RIDGE (LCC 19) FPO AP 96628-3300
42. INDIVIDUAL	<input type="checkbox"/>				<input checked="" type="checkbox"/>		
43. SUMMARY	<input checked="" type="checkbox"/>	0	0	0	1	1	

45. Signature of Reporting Senior <i>SL R. Dy L</i> Date: <i>9/29/10</i>	46. Signature of Individual Evaluated. "I have seen this report, been apprised of my performance, and understand my right to make a statement." I intend to submit a statement. <input type="checkbox"/> do not intend to submit a statement. <i>A</i>
Member Trait Average: <i>4.17</i> Summary Group Average: <i>4.25</i>	Date:

47. Typed name, grade, command, UIC, and signature of Regular Reporting Senior on Concurrent Report

Date:

NAVPERS 1610/2 (09-10) FOR OFFICIAL USE ONLY - PRIVACY ACT SENSITIVE

FITNESS REPORT & COUNSELING RECORD (E7-O6)

RCS BUPERS 1610-1

1. Name (Last, First MI Suffix) WARE, BRIAN T				2. Grade/Rate CWO2		3. Desig 7521		4. SSN (b) (6)	
5. ACT <input checked="" type="checkbox"/> TAR <input type="checkbox"/> INACT <input type="checkbox"/> AT/ADSW/265 <input type="checkbox"/>		6. UIC 30449		7. Ship/Station NAVSCSCOL ATHENS			8. Promotion Status REGULAR		9. Date Reported 09JUL03
10. Periodic <input type="checkbox"/>		11. Detachment of Individual <input checked="" type="checkbox"/>		12. Detachment of Reporting Senior <input type="checkbox"/>		13. Special <input type="checkbox"/>		14. Period of Report From: 09JUL02 To: 09OCT30	
16. Not Observed Report <input type="checkbox"/>		17. Regular <input checked="" type="checkbox"/>		18. Concurrent <input type="checkbox"/>		19. Ops Cdr <input type="checkbox"/>		20. Physical Readiness P/WS	
21. Billet Subcategory (if any) NA		22. Reporting Senior (Last, FI MI) WILSON, R P		23. Grade CDR		24. Desig 3100		25. Title XO	
26. UIC 62741		27. SSN		28. Command employment and command achievements. Worldwide logistics training of officers and enlisted personnel of all services, international officers and DoD civilians.					
29. Primary/Collateral/Watchstanding duties. (Enter primary duty abbreviation in box.) STUDENT Basic Qualification Course (A-8B-0012) 20 wks.									
For Mid-term Counseling Use. (When completing FITREP, enter 30 and 31 from counseling worksheet, sign 32.)				30. Date Counseled NOT REQ		31. Counselor		32. Signature of Individual Counseled	

PERFORMANCE TRAITS: 1.0 - Below standards/not progressing or UNSAT in any one standard; 2.0 - Does not yet meet all 3.0 standards; 3.0 - Meets all 3.0 standards; 4.0 - Exceeds most 3.0 standards; 5.0 - Meets overall criteria and most of the specific standards for 5.0. Standards are not all inclusive.

PERFORMANCE TRAITS	1.0* Below Standards	2.0 Pro- gressing	3.0 Meets Standards	4.0 Above Standards	5.0 Greatly Exceeds Standards
33. PROFESSIONAL EXPERTISE: Professional knowledge, proficiency, and qualifications. NOB <input checked="" type="checkbox"/>	- Lacks basic professional knowledge to perform effectively. - Cannot apply basic skills. - Fails to develop professionally or achieve timely qualifications.		- Has thorough professional knowledge. - Competently performs both routine and new tasks. - Steadily improves skills, achieves timely qualifications.		- Recognized expert, sought after to solve difficult problems. - Exceptionally skilled, develops and executes innovative ideas. - Achieves early/highly advanced qualifications.
34. COMMAND OR ORGANIZATIONAL CLIMATE/EQUAL OPPORTUNITY: Contributing to growth and development, human worth, community. NOB <input checked="" type="checkbox"/>	- Actions counter to Navy's retention/recruitment goals. - Uninvolved with mentoring or professional development of subordinates. - Actions counter to good order and discipline and negatively affect Command/Organizational climate. - Demonstrates exclusionary behavior. Fails to value differences from cultural diversity.		- Positive leadership supports Navy's increased retention goals. Active in decreasing attrition. - Actions adequately encourage/support subordinates' personal/professional growth. - Demonstrates appreciation for contributions of Navy personnel. Positive influence on Command climate. - Values differences as strengths. Fosters atmosphere of acceptance/inclusion per EO/EEO policy.		- Measurably contributes to Navy's increased retention and reduced attrition objectives. - Proactive leader/exemplary mentor. Involved in subordinates' personal development leading to professional growth/sustained commitment. - Initiates support programs for military, civilian, and families to achieve exceptional Command and Organizational climate. - The model of achievement. Develops unit cohesion by valuing differences as strengths.
35. MILITARY BEARING/CHARACTER: Appearance, conduct, physical fitness, adherence to Navy Core Values. NOB <input type="checkbox"/>	- Consistently unsatisfactory appearance. - Unsatisfactory demeanor or conduct. - Unable to meet one or more physical readiness standards. - Fails to live up to one or more Navy Core Values: HONOR, COURAGE, COMMITMENT.		- Excellent personal appearance. - Excellent demeanor or conduct. - Complies with physical readiness program. - Always lives up to Navy Core Values: HONOR, COURAGE, COMMITMENT.	<input checked="" type="checkbox"/>	- Exemplary personal appearance. - Exemplary representative of Navy. - A leader in physical readiness. - Exemplifies Navy Core Values: HONOR, COURAGE, COMMITMENT.
36. TEAMWORK: Contributions towards team building and team results. NOB <input checked="" type="checkbox"/>	- Creates conflict, unwilling to work with others, puts self above team. - Fails to understand team goals or teamwork techniques. - Does not take direction well.		- Reinforces others' efforts, meets personal commitments to team. - Understands team goals, employs good teamwork techniques. - Accepts and offers team direction.		- Team builder, inspires cooperation and progress. - Talented mentor, focuses goals and techniques for team. - The best at accepting and offering team direction.
37. MISSION ACCOMPLISHMENT AND INITIATIVE: Taking initiative, planning/prioritizing, achieving mission. NOB <input checked="" type="checkbox"/>	- Lacks initiative. - Unable to plan or prioritize. - Does not maintain readiness. - Fails to get the job done.		- Takes initiative to meet goals. - Plans/prioritizes effectively. - Maintains high state of readiness. - Always gets the job done.		- Develops innovative ways to accomplish mission. - Plans/prioritizes with exceptional skill and foresight. - Maintains superior readiness, even with limited resources. - Gets jobs done earlier and far better than expected.

NAVPERS 16102 (03-02)



FITNESS REPORT AND COUNSELING RECORD (E7-06) (cont 'd)

RCS BUPERS 1610-1

1. Name (Last, First MI Suffix) **WARE, BRIAN T** 2. Grade/Rate **CWO2** 3. Desig **7521** 4. SSN **(b) (6)**

PERFORMANCE TRAITS	1.0* Below Standards	2.0 Progressing	3.0 Meets Standards	4.0 Above Standards	5.0 Greatly Exceeds Standards
38. LEADERSHIP: Organizing, motivating and developing others to accomplish goals.	<ul style="list-style-type: none"> <li>-Neglects growth/development or welfare of subordinates.</li> <li>-Fails to organize, creates problems for subordinates.</li> <li>-Does not set or achieve goals relevant to command mission and vision.</li> <li>-Lacks ability to cope with or tolerate stress.</li> <li>-Inadequate communicator.</li> <li>-Tolerates hazards or unsafe practices.</li> </ul>		<ul style="list-style-type: none"> <li>-Effectively stimulates growth/development in subordinates.</li> <li>-Organizes successfully, implementing process improvements and efficiencies.</li> <li>-Sets/achieves useful, realistic goals that support command mission.</li> <li>-Performs well in stressful situations.</li> <li>-Clear, timely communicator.</li> <li>-Ensures safety of personnel and equipment.</li> </ul>		<ul style="list-style-type: none"> <li>-Inspiring motivator and trainer, subordinates reach higher level of growth and development.</li> <li>-Superb organizer, great foresight, develops process improvements and efficiencies.</li> <li>-Leadership achievements dramatically further command mission and vision.</li> <li>-Perseveres through the toughest challenges and inspires others.</li> <li>-Exceptional communicator.</li> <li>-Makes subordinates safety-conscious, maintains top safety record.</li> <li>-Constantly improves the personal and professional lives of others.</li> </ul>
NOB <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
39. TACTICAL PERFORMANCE: (Warfare qualified officers only) Basic and tactical employment of weapons systems.	<ul style="list-style-type: none"> <li>-Has difficulty attaining qualification expected for the rank and experience.</li> <li>-Has difficulty in ship(s), aircraft or weapons systems employment. Below others in knowledge and employment.</li> <li>-Warfare skills in specialty are below standards compared to others of same rank and experience.</li> </ul>		<ul style="list-style-type: none"> <li>-Attains qualifications as required and expected.</li> <li>-Capably employs ship(s), aircraft, or weapons systems. Equal to others in warfare knowledge and employment.</li> <li>-Warfare skills in specialty equal to others of same rank and experience.</li> </ul>		<ul style="list-style-type: none"> <li>-Fully qualified at appropriate level for rank and experience.</li> <li>-Innovatively employs ship(s), aircraft, or weapons systems. Well above others in warfare knowledge and employment.</li> <li>-Warfare skills in specialty exceed others of same rank and experience.</li> </ul>
NOB <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

40. I recommend screening this individual for next career milestone(s) as follows: (maximum of two) Recommendations may be for competitive schools or duty assignments such as: LCPO, DEPT CPO, SEA, CMC, CWO, LDO, Dept Head, XO, OIC, CO, Major Command, War College, PG School. **NA**

41. COMMENTS ON PERFORMANCE. \* All 1.0 marks, three 2.0 marks, and 2.0 marks in Block 34 must be specifically substantiated in comments. Comments must be verifiable. Font must be 10 or 12 Pitch (10 or 12 Point) only. Use upper and lower case.

FITNESS REPORT SUBMITTED ONLY TO MANAGE MY REPORTING SENIOR AVERAGE FOR CHIEF WARRANT OFFICERS.

This report covers a duty under instruction during which CWO2 Ware successfully completed the Basic Qualification Course (BQC). During the BQC, this officer received basic training in the supply functional areas of Disbursing Management, Supply Management, Food Service, Retail Operations and Maintenance Material Management (3M).

Completing the BQC with an overall average of 94.74, standing 40 of 77 in the battalion.

Promotion Recommendation	NOB	Significant Problems	Progressing	Promotable	Must Promote	Early Promote	44. Reporting Senior Address Commanding Officer Navy Supply Corps School 1425 Prince Avenue Athens, GA 30606-2205
42. INDIVIDUAL				X			
43. SUMMARY	<input checked="" type="checkbox"/>	0	0	1	0	0	

45. Signature of Reporting Senior *RPW* Date: *10/28/05*

46. Signature of Individual Evaluated: "I have seen this report, been apprised of my performance, and understand my right to make a statement." I intend to submit a statement.  do not intend to submit a statement.

Member Trait Average: **3.00** Summary Group Average: **3.00** Date: *30/10/05*

47. Typed name, grade, command, UIC, and signature of Regular Reporting Senior on Concurrent Report

Date:

NAVPERS 16102 (03-02)



FITNESS REPORT & COUNSELING RECORD (E7-O6)

RCS BUPERS 1610-1

1. Name (Last, First MI Suffix) WARE, BRIAN T		2. Grade/Rate CW02		3. Desig 7520		4. SSN (b) (6)	
5. ACT <input checked="" type="checkbox"/> TAR <input type="checkbox"/> INACT <input type="checkbox"/> AT/ADSW/265 <input type="checkbox"/>		6. UIC 61057		7. Ship/Station CNI NAS ATSUGI JA		8. Promotion Status REGULAR	
9. Date Reported 05NOV16		10. Periodic <input type="checkbox"/> Detachment of Individual <input checked="" type="checkbox"/>		11. Detachment of Reporting Senior <input type="checkbox"/>		13. Special <input type="checkbox"/>	
14. From: 09MAR01		15. To: 09JUL02		20. Physical Readiness P/WS		21. Billet Subcategory (if any) NA	
16. Not Observed Report <input type="checkbox"/>		17. Regular <input checked="" type="checkbox"/>		18. Concurrent <input type="checkbox"/>		19. Ops Cdr <input type="checkbox"/>	
22. Reporting Senior (Last, FI MI) GARDNER, E W		23. Grade CAPT		24. Desig 1320		25. Title CO	
26. UIC 61057		27. SSN					
28. Command employment and command achievements. To maintain and operate services/materiel and provide other logistics support to CVW-5, HSL-51, tenant commands, and other units assigned to the Western Pacific.							
29. Primary/Collateral/Watchstanding duties. (Enter primary duty abbreviation in box.) SUPPLY OFFICER PRI: Supply Officer-2. Manages 79 military and 177 civilian personnel. Oversees administration for 19 Bachelor Housing and Navy Gateway Inns & Suites buildings, 3 dining facilities, a Fuel Farm and Government Purchase Card operations. COLL: Assistant Supply Officer-2, Food Service Officer-2. WATCH: CDO-4.							
For Mid-term Counseling Use (When completing FITREP, enter 30 and 31 from counseling worksheet, sign 32.)				30. Date Counselor NOT REQ		31. Counselor	
32. Signature of Individual Counseled							

PERFORMANCE TRAITS: 1.0 - Below standards/not progressing or UNSAT in any one standard, 2.0 - Does not yet meet all 3.0 standards, 3.0 - Meets all 3.0 standards, 4.0 - Exceeds most 3.0 standards, 5.0 - Meets overall criteria and most of the specific standards for 5.0. Standards are not all inclusive.

PERFORMANCE TRAITS	1.0* Below Standards	2.0 Pro- gressing	3.0 Meets Standards	4.0 Above Standards	5.0 Greatly Exceeds Standards
33. PROFESSIONAL EXPERTISE: Professional knowledge, proficiency, and qualifications.  NOB <input type="checkbox"/>	- Lacks basic professional knowledge to perform effectively. - Cannot apply basic skills. - Fails to develop professionally or achieve timely qualifications.		- Has thorough professional knowledge. - Competently performs both routine and new tasks. - Steadily improves skills, achieves timely qualifications.		- Recognized expert, sought after to solve difficult problems. - Exceptionally skilled, develops and executes innovative ideas. - Achieves early/highly advanced qualifications.
34. COMMAND OR ORGANIZATIONAL CLIMATE/EQUAL OPPORTUNITY: Contributing to growth and development, human worth, community.  NOB <input type="checkbox"/>	- Actions counter to Navy's retention/ reenlistment goals. - Uninvolved with mentoring or professional development of subordinates. - Actions counter to good order and discipline and negatively affect Command/ Organizational climate. - Demonstrates exclusionary behavior. Fails to value differences from cultural diversity.		- Positive leadership supports Navy's increased retention goals. Active in decreasing attrition. - Actions adequately encourage/support subordinates' personal/professional growth. - Demonstrates appreciation for contributions of Navy personnel. Positive influence on Command climate. - Values differences as strengths. Fosters atmosphere of acceptance/inclusion per EO/EEO policy.		- Measurably contributes to Navy's increased retention and reduced attrition objectives. - Proactive leader/exemplary mentor. Involved in subordinates' personal development leading to professional growth/sustained commitment. - Initiates support programs for military, civilian, and families to achieve exceptional Command and Organizational climate. - The model of achievement. Develops unit cohesion by valuing differences as strengths.
35. MILITARY BEARING/ CHARACTER: Appearance, conduct, physical fitness, adherence to Navy Core Values.  NOB <input type="checkbox"/>	- Consistently unsatisfactory appearance. - Unsatisfactory demeanor or conduct. - Unable to meet one or more physical readiness standards. - Fails to live up to one or more Navy Core Values: HONOR, COURAGE, COMMITMENT.		- Excellent personal appearance. - Excellent demeanor or conduct. - Complies with physical readiness program. - Always lives up to Navy Core Values: HONOR, COURAGE, COMMITMENT.		- Exemplary personal appearance. - Exemplary representative of Navy. - A leader in physical readiness. - Exemplifies Navy Core Values: HONOR, COURAGE, COMMITMENT.
36. TEAMWORK: Contributions towards team building and team results.  NOB <input type="checkbox"/>	- Creates conflict, unwilling to work with others, puts self above team. - Fails to understand team goals or teamwork techniques. - Does not take direction well.		- Reinforces others' efforts, meets personal commitments to team. - Understands team goals, employs good teamwork techniques. - Accepts and offers team direction.		- Team builder, inspires cooperation and progress. - Talented mentor, focuses goals and techniques for team. - The best at accepting and offering team direction.
37. MISSION ACCOMPLISHMENT AND INITIATIVE: Taking initiative, planning/prioritizing, achieving mission.  NOB <input type="checkbox"/>	- Lacks initiative. - Unable to plan or prioritize. - Does not maintain readiness. - Fails to get the job done.		- Takes initiative to meet goals. - Plans/prioritizes effectively. - Maintains high state of readiness. - Always gets the job done.		- Develops innovative ways to accomplish mission. - Plans/prioritizes with exceptional skill and foresight. - Maintains superior readiness, even with limited resources. - Gets jobs done earlier and far better than expected.

NAVPERK 16102 (03-02)

FITNESS REPORT AND COUNSELING RECORD (E7-O6) (cont 'd)

NAVPERS 1610-1

1. Name (Last, First MI Suffix) **WARE, BRIAN T** 2. Grade/Rate **CWO2** 3. Desig **7520** (b) (6)

PERFORMANCE TRAITS	1.0* Below Standards	2.0 Progressing	3.0 Meets Standards	4.0 Above Standards	5.0 Greatly Exceeds Standards
38. LEADERSHIP: Organizing, motivating and developing others to accomplish goals.	<ul style="list-style-type: none"> <li>- Neglects growth/development or welfare of subordinates.</li> <li>- Fails to organize, creates problems for subordinates.</li> <li>- Does not set or achieve goals relevant to command mission and vision.</li> <li>- Lacks ability to cope with or tolerate stress.</li> <li>- Inadequate communicator.</li> <li>- Tolerates hazards or unsafe practices.</li> </ul>		<ul style="list-style-type: none"> <li>- Effectively stimulates growth/development in subordinates.</li> <li>- Organizes successfully, implementing process improvements and efficiencies.</li> <li>- Sets/achieves useful, realistic goals that support command mission.</li> <li>- Performs well in stressful situations.</li> <li>- Clear, timely communicator.</li> <li>- Ensures safety of personnel and equipment.</li> </ul>		<ul style="list-style-type: none"> <li>- Inspiring motivator and trainer, subordinates reach highest level of growth and development.</li> <li>- Superb organizer, great foresight, develops priorities improvements and efficiencies.</li> <li>- Leadership achievements dramatically further command mission and vision.</li> <li>- Perseveres through the toughest challenges and inspires others.</li> <li>- Exceptional communicator.</li> <li>- Makes subordinates safety-conscious, maintains top safety record.</li> <li>- Constantly improves the personal and professional lives of others.</li> </ul>
NOB <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
39. TACTICAL PERFORMANCE: (Warfare qualified officers only) Basic and tactical employment of weapons systems.	<ul style="list-style-type: none"> <li>- Has difficulty attaining qualification expected for the rank and experience.</li> <li>- Has difficulty in ship(s), aircraft or weapons systems employment. Below others in knowledge and employment.</li> <li>- Warfare skills in specialty are below standards compared to others of same rank and experience.</li> </ul>		<ul style="list-style-type: none"> <li>- Attains qualifications as required and expected.</li> <li>- Capably employs ship(s), aircraft, or weapons systems. Equal to others in warfare knowledge and employment.</li> <li>- Warfare skills in specialty equal to others of same rank and experience.</li> </ul>		<ul style="list-style-type: none"> <li>- Fully qualified at appropriate level for rank and experience.</li> <li>- Innovatively employs ship(s), aircraft, or weapons systems. Well above others in warfare knowledge and employment.</li> <li>- Warfare skills in specialty exceed others of same rank and experience.</li> </ul>
NOB <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

40. I recommend screening this individual for next career milestone(s) as follows: (maximum of two) Recommendations may be for competitive schools or duty assignments such as: LCPO, DEPT CPO, SEA, CMC, CWO, LEO, Dept Head, XO, OIC, CO, Major Command, War College, PG School. OIC DEPT HEAD

41. COMMENTS ON PERFORMANCE \* All 1.0 marks, three 2.0 marks, and 2.0 marks in Block 34 must be specifically substantiated in comments. Comments must be verifiable. Font must be 10 or 12 Pitch (10 or 12 Point) only. Use upper and lower case.

Fitness report submitted upon member's transfer to NAVSCOL Athens GA.

Newly commissioned, superb motivator; a rising star within the Supply Corps Officer ranks.

- Exacting Manager. Flawlessly managed 2,300 Bachelor Housing rooms and \$1.3M in furniture inventory while simultaneously serving as Supply Officer and Food Services Officer.
- Food Service Expert. Managed three dining facilities in the production of over 1,800 daily meals in support of 30 tenant commands and transient units. Improved customer service and enhanced crew morale while maintaining 100% inventory validity.
- Skillful Logistician. His Fuels Division provided critical service to forward deployed forces by servicing 12,000 aircraft with a 20 million gallon throughput of JP-5. Coordinated fueling & feeding operations during the Iwo Jima detachment in support of CVW-5's annual Field Carrier Landing Practice training.
- Inspirational Mentor. Motivated 30 Sailors to pursue college education. Led by example by completing 21 college credits towards a Masters Degree in Criminal Justice.

Has earned my strongest recommendation for promotion.  
Ready and able for the most demanding Supply Corps jobs. Challenge him - he will deliver.

Promotion Recommendation	NOB	Significant Problems	Progressing	Promotable	Must Promote	Early Promote	44. Reporting Senior Address COMMANDING OFFICER U.S. NAVAL AIR FACILITY PSC 477 BOX 9 FPO AP 96306-1209
42. INDIVIDUAL						X	
43. SUMMARY		0	0	0	0	1	

45. Signature of Reporting Senior *[Signature]* Date: 18 JUN 09

46. Signature of Individual Evaluated. "I have seen this report, been apprised of my performance, and understand my right to make a statement." I intend to submit a statement.  do not intend to submit a statement.  Date: 18 JUN 09

Member Trait Average: 4.33 Summary Group Average: 4.33

47. Typed name, grade, command, UIC, and signature of Regular Reporting Senior on Concurrent Report

Date:

NAVPERS 16102 (03-02)



# EVALUATION & COUNSELING RECORD (E7 - E9)

BUFERS 1610-1

1. Name (Last, First MI Suffix) <b>WARE, BRIAN T</b>		2. Grade/Rate <b>CSCS</b>		3. Desig <b>AW/SW</b>		SSN <b>(b) (6)</b>	
5. ACT <input checked="" type="checkbox"/> FTS <input type="checkbox"/> INACT <input type="checkbox"/> AT/ADSW/265 <input type="checkbox"/>		6. UIC <b>61057</b>		7. Ship/Station <b>CNI NAS ATSUGI JA</b>		8. Promotion Status <b>SELECTED</b>	
9. Date Reported <b>05Nov16</b>		10. Periodic <input type="checkbox"/>		11. Detachment of Individual <input type="checkbox"/>		12. Detachment of Reporting Senior <input type="checkbox"/>	
13. Special <input checked="" type="checkbox"/>		14. From: <b>08Sep16</b>		15. To: <b>09Feb28</b>		16. Not Observed Report <input type="checkbox"/>	
17. Regular <input checked="" type="checkbox"/>		18. Concurrent <input type="checkbox"/>		19. Ops Cdr <input type="checkbox"/>		20. Physical Readiness <b>P/WS</b>	
21. Billet Subcategory (if any) <b>NA</b>		22. Reporting Senior (Last, FI MI) <b>GARDNER, E W</b>		23. Grade <b>CAPT</b>		24. Desig <b>1320</b>	
25. Title <b>CO</b>		26. UIC <b>61057</b>		27. SSN <b>[REDACTED]</b>		28. Command employment and command achievements <b>To maintain and operate services/material and provide other logistics support to CVW-5, HSL-51, tenant commands, and other units assigned to the Western Pacific.</b>	
29. Primary/Collateral/Watchstanding duties. (Enter Primary duty abbreviation in box.) <b>DIV OFFICER</b> <b>PRI: Food Service Officer-5. Responsible for all general aspects of the mess operation and financial accountability. Supervises, trains and manages 24 military and 34 civilian personnel. COLL: Food Service Division Leading Chief Petty Officer-5, Supply Dept LCPO-5, CPOA President-3. Watch: CDO-5.</b>							
30. Date Counseled <b>NOT REQ</b>		31. Counselor		32. Signature of Individual Counseled			
PERFORMANCE TRAITS: 1.0 - Below standards / not progressing or UNSAT in any one standard; 2.0 - Does not yet meet all 3.0 standards; 3.0 - Meets all 3.0 standards; 4.0 - Exceeds most 3.0 standards; 5.0 - Meets overall criteria and most of the specific standards for 5.0. Standards are not all inclusive.							
PERFORMANCE TRAITS	1.0* Below Standards	2.0 Pro- gressing	3.0 Meets Standards	4.0 Above Standards	5.0 Greatly Exceeds Standards		
33. <b>DECKPLATE LEADERSHIP:</b> - Organizing, motivating and developing others to accomplish goals. - Engaging and visible presence establishes positive tone for command. NOB <input type="checkbox"/>	- Neglects growth/development or welfare of Junior Officer and Enlisted Sailors. - Presence not felt on the deckplate. - Does not set or achieve goals relevant to command mission and vision. - Does not tailor leadership style to situation or individual. - Fails to organize, create problems for subordinates. - Lacks ability to manage under stress.	<input type="checkbox"/>	- Effectively stimulates growth/development in Junior Officers and Enlisted Sailors. - Visible and engaged on the deckplate, sets positive tone. - Sets/achieves useful, realistic goals that support command mission. - Tailors leadership to situation to accomplish mission. - Organizes successfully, implementing process improvements and efficiencies. - Performs well in stressful situations.	<input type="checkbox"/>	- Inspiring motivator and trainer. Junior Officers and Enlisted Sailors reach highest level of growth and development. - Always visible and engaged on the deckplate, energetically sets positive tone across CMD. - Leadership achievements dramatically further command mission and vision. - Seamlessly tailors leadership to each Sailor's strengths, weaknesses and goals to maximize mission effectiveness. - Superb organizer, great foresight, develops process improvements and efficiencies. - Perseveres through the toughest challenges and inspires others.		
34. <b>INSTITUTIONAL AND TECHNICAL EXPERTISE:</b> - Institutional, policy and technical knowledge. - Practical application, procedural compliance. NOB <input type="checkbox"/>	- Lacks basic Navy knowledge. - Unaware and unwilling to learn details of Navy programs and policies. - Lacks basic professional knowledge to perform effectively. - Cannot apply basic skills. - Tactical knowledge and skill in specialty are below standards compared to others of same rank and experience.	<input type="checkbox"/>	- Has thorough knowledge of Navy organization and structure. - Has thorough knowledge of Navy programs and policies. - Has detailed rating knowledge, resolves technical issues within rating. - Competently performs both routine and new tasks. - Tactical knowledge and skill in specialty equal to others of same rank and experience.	<input type="checkbox"/>	- Navy Expert, complete understanding of purpose, organization, and structure. - Detailed, current knowledge and strong advocate for all Navy programs and policies. - Recognized expert, sought after to solve difficult problems, executes innovative ideas. - Exceptionally skilled, complete accuracy and precision in all technical actions, duties and procedures. - Tactical knowledge and skill in command mission and function.		
35. <b>PROFESSIONALISM:</b> - Standard enforcement, taking initiative, planning/prioritizing/solving challenges in Chief's Mess. - Continuous learning, Standards of appearance, conduct, physical fitness, qualifications. NOB <input type="checkbox"/>	- Fails to uphold and enforce standards. - Does not effectively utilize the Chief's Mess to plan and solve challenges. - Improvement of peers, subordinates, and self not a priority. - Unable to meet one or more physical readiness standards. - Consistently unsatisfactory appearance or unsatisfactory demeanor or conduct. - Creates conflict, unwilling to work with others, puts self above team.	<input type="checkbox"/>	- Actively teaches, upholds and enforces standards with peers and subordinates. - Participates in command planning and problem solving through the Chief's Mess. - Committed to professional education/training for self and subordinates. - Complies with physical readiness program. - Excellent personal appearance and representative of the Navy. - Reinforces others' efforts, meets personal commitments to team.	<input checked="" type="checkbox"/>	- Proactively teaches, upholds, and enforces standards throughout the command. - Actively leads command activities, solves command challenges, and drives mission accomplishment through the Chief's Mess. - Fosters an environment of improvement, education and professional development. - A leader in physical readiness. - Exemplary personal appearance and representative of the Navy. - Team builder, inspires cooperation and focus on mission accomplishment, leverages talents of all Sailors.		
36. <b>LOYALTY:</b> - Loyalty to mission, seniors, peers and subordinates. - Dedication to Sailor success, Sailor advocacy. NOB <input type="checkbox"/>	- Does not consistently demonstrate loyalty to mission, seniors, peers or subordinates. - Not concerned about Sailor success. - Allows command challenges to impact Sailor readiness.	<input type="checkbox"/>	- Loyal to mission, seniors, peers and subordinates, moral courage to raise issues and support the outcome. - Effective mentor, actively encourages/support subordinates' personal/professional growth. - Routinely solves command challenges before they significantly impact Sailor readiness.	<input checked="" type="checkbox"/>	- Loyal to mission, seniors, peers and subordinates, moral courage to raise issues and strength to fully support the outcome. - Exemplary mentor, creates environment with outstanding professional growth opportunities for each Sailor. - Proactively identifies and solves command challenges before they impact Sailor readiness.		

NAVPERS 1616/27 (6-08)

FOR OFFICIAL USE ONLY-PRIVACY ACT SENSITIVE.



# EVALUATION & COACHING RECORD (E7 - E9) (cont'd)

NAVPERS 1610-1

1. Name (Last, First MI Suffix) <b>WARE, BRIAN T</b>		2. Grade/Rate <b>CSCS</b>		3. Desig <b>AW/SW</b>		4. SSN <b>(b) (6)</b>	
PERFORMANCE TRAITS	1.0* Below Standards	2.0 Pro- gressing	3.0 Meets Standards	4.0 Above Standards	5.0 Greatly Exceeds Standards		
<b>37. CHARACTER:</b> - Integrity, adherence to Navy Core Values. - Recognition of Diversity. - Contributes to growth, human words and community. NOB <input type="checkbox"/>	- Demonstrates exclusionary behavior, fails to value differences from cultural diversity. - Lacks personal integrity and does not take responsibility for actions or decisions. - Fails to live up to Navy Core Values: Honor, Courage and Commitment.	<input type="checkbox"/>	- Diversity: values differences as strengths, fosters atmosphere of acceptance/inclusion per ED/EEED policy. - Trustworthy, ethical and honest. - Always lives up to Navy Core Values: Honor, Courage and Commitment.	<input type="checkbox"/>	- Seamlessly integrates diversity into all aspects of the command. - Model of achievement. Develops unit cohesion by valuing differences as strengths. - Leads with an uncompromising code of integrity. - Exemplifies Navy Core Values: Honor, Courage and Commitment.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>38. ACTIVE COMMUNICATION:</b> - Communication, questioning attitude, energized information flow. NOB <input type="checkbox"/>	- Stifles information exchange, idea sharing and diversity of opinion. - Does not take advantage of the Chief's Mess to discuss, plan, or act on command issues. - Poor communicator; actions negatively impact mission goals and readiness.	<input type="checkbox"/>	- Facilitates information exchange, idea sharing and diversity of opinion. - Uses Chief's Mess as an open forum to discuss, plan, and act on command issues. - Effectively communicates and listens to subordinates, peers, and seniors.	<input type="checkbox"/>	- Actively facilitates information exchange, idea sharing and diversity of opinion. - Actively uses Chief's Mess as an open forum to discuss, plan, and act on command issues. - Energizes communication flow up and down the chain of command.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>39. SENSE OF HERITAGE:</b> - Know and teach customs and traditions, understand naval history. NOB <input type="checkbox"/>	- Lacks knowledge and understanding of naval customs and traditions. - Ignores naval traditions, customs, and practices when considering decisions, in training, or in daily leadership. - No grasp of naval history.	<input type="checkbox"/>	- Good understanding of naval customs and traditions. - Integrates naval traditions, customs, and practices into decision making processes, training and daily leadership. - Occasionally uses naval history to demonstrate who we are as a service.	<input type="checkbox"/>	- Thorough understanding of naval customs and traditions. - Proactively integrates naval traditions, customs, and practices into decision making processes, training and daily leadership. - Consistently uses naval history to demonstrate who we are as a service.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
40. I recommend screening this individual for next career milestone(s) as follows: (Maximum of two) Recommendations may be for competitive schools or duty assignments such as LCPO, DEPT/CPO, SEA, CMC <b>SUPPLY DEPT HEAD</b>   <b>INSTRUCTOR DUTY</b>							
41. COMMENTS ON PERFORMANCE. *All 1.0 marks, three 2.0 marks, and 2.0 marks in Block 37 must be specifically substantiated in comments. Comments must be verifiable. Font must be 10 or 12 pitch (10 to 12 points) only. Use upper and lower case. <span style="float: right;">Font 10</span> <p style="text-align: center;"><b>Evaluation submitted upon member's selection to Chief Warrant Officer.</b></p> <p><b>Dedicated to mission and Sailors, Senior Chief Ware's drive and leadership have been instrumental in the high quality of life enjoyed on the operational tip of the spear at NAF Atsugi.</b></p> <ul style="list-style-type: none"> <li>- <b>Exceptional Food Service Officer.</b> Led 58 Personnel in providing over 1,800 daily meals to Sailors and civilian personnel. Maintained 100% inventory validity for 500 line items valued at \$150k. Enhanced crew morale with nutritious recipes and special meals.</li> <li>- <b>Innovative Leader.</b> Organized the first ever Iron Chef Competition at NAF Atsugi. The event not only allowed food service personnel to participate, but also included Sailors from 10 tenant commands. The extremely successful event was covered by the Armed Forces Network and received rave reviews from both participants and attendees.</li> <li>- <b>Active Community Member.</b> Organized multiple fund raising events to help the local Japanese community and orphanage organizations.</li> </ul> <p><b>An invaluable asset to the command. Has my strongest recommendation for promotion. Detail to the most challenging assignments and he will shine.</b></p>							
Promotion Recommendation	NOB	Significant Problems	Progressing	Promotable	Must Promote	Early Promote	44. Reporting Senior Address
42. INDIVIDUAL						<input checked="" type="checkbox"/>	<b>COMMANDING OFFICER</b> U. S. NAVY AIR FACILITY PSC 477 BOX 9 FPO AP 96306-1213
43. SUMMARY			0	0	0	1	
45. Signature of Reporting Senior 				Date: <b>19 JUN 09</b>		46. Signature of individual evaluated. "I have seen this report, been apprised of my performance, and understand my right to make a statement." I intend to submit a statement <input type="checkbox"/> do not intend to submit a statement <input checked="" type="checkbox"/>	
Member Trait Average: <b>4.43</b>		Summary Group Average: <b>4.43</b>		Date: <b>19 JUN 09</b>			
47. Typed name, grade, command, UIC, and signature of Regular Reporting Senior on Concurrent Report							

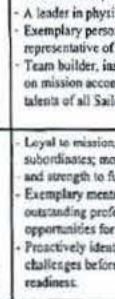
NAVPERS 1616/27 (6-08)

FOR OFFICIAL USE ONLY-PRIVACY ACT SENSITIVE.



# EVALUATION & COUNSELING RECORD (E7 - E9)

NAVPERS 1610-1

1. Name (Last, First MI Suffix) <b>WARE, BRIAN T</b>		2. Grade/Rate <b>CSCS</b>		3. Desig <b>AW/SW</b>		4. SSN <b>(b) (6)</b>	
5. ACT <input checked="" type="checkbox"/> FTS <input type="checkbox"/> INACT <input type="checkbox"/> AY/ADSW/265 <input type="checkbox"/>		6. UIC <b>61057</b>		7. Ship/Station <b>CNI NAS ATSUGI JA</b>		8. Promotion Status <b>SELECTED</b>	
9. Periodic <input checked="" type="checkbox"/> Occasion for Report		11. Detachment of Individual <input type="checkbox"/>		12. Detachment of Reporting Senior <input type="checkbox"/>		13. Special <input type="checkbox"/>	
10. Periodic <input checked="" type="checkbox"/>		14. From: <b>07Sep16</b>		15. To: <b>08Sep15</b>		16. Not Observed Report <input type="checkbox"/>	
17. Regular <input checked="" type="checkbox"/>		18. Concurrent <input type="checkbox"/>		19. Ops Cdr <input type="checkbox"/>		20. Physical Readiness <b>P/WS</b>	
21. Billet Subcategory (if any) <b>NA</b>		22. Reporting Senior (Last, FI MI) <b>COOPER II, J D</b>		23. Grade <b>CAPT</b>		24. Desig <b>1310</b>	
25. Title <b>CO</b>		26. UIC <b>61057</b>		27. SSN <b>[REDACTED]</b>		28. Command employment and command achievements <b>To maintain and operate services/materiel and provide other logistics support to CVW 5, HSL 51, tenant commands, and other units assigned to the Western Pacific.</b>	
29. Primary/Collateral/Watchstanding duties. (Enter Primary duty abbreviation in box.) <b>- DIV OFFICER</b> <b>Food Service Officer-12, Food service Leading Chief officer-12, Supply LCPO-8. Responsible for all general aspects of the mess operation and financial accountability. Supervises, trains, and manages 24 military and 34 civilian personnel. COLL: President-12</b>							
30. Date Counseled <b>08MAR17</b>		31. Counselor <b>DUKES, P R</b>		32. Signature of Individual Counseled 		33. For Mid-term Counseling Use. (When completing FITREP Enter 30 and 31 from counseling worksheet sign 32.)	
PERFORMANCE TRAITS: 1.0 - Below standards / not progressing or UNSAT in any one standard; 2.0 - Does not yet meet all 3.0 standards; 3.0 - Meets all 3.0 standards; 4.0 - Exceeds most 3.0 standards; 5.0 - Meets overall criteria and most of the specific standards for 5.0. Standards are not all inclusive.							
PERFORMANCE TRAITS		1.0* Below Standards		2.0 Progressing		3.0 Meets Standards	
33. DECKPLATE LEADERSHIP: - Organizing, motivating and developing others to accomplish goals. - Engaging and visible presence establishes positive tone for command. NOB <input type="checkbox"/>		- Neglects growth/development or welfare of Junior Officer and Enlisted Sailors. - Presence not felt on the deckplates. - Does not set or achieve goals relevant to command mission and vision. - Does not tailor leadership style to situation or individual. - Fails to organize, creates problems for subordinates. - Lacks ability to manage under stress.		- Effectively stimulates growth/development in Junior Officers and Enlisted Sailors. - Visible and engaged on the deckplate; sets positive tone. - Sets/achieves useful, realistic goals that support command mission. - Tailors leadership to situation to accomplish mission. - Organizes successfully, implementing process improvements and efficiencies. - Performs well in stressful situations.		- Inspiring motivator and trainer. Junior Officers and Enlisted Sailors reach highest level of growth and development. - Always visible and engaged on the deckplate; energetically sets positive tone across CMD. - Leadership achievements dramatically further command mission and vision. - Seamlessly tailors leadership to each Sailor's strengths, weaknesses and goals to maximize mission effectiveness. - Superb organizer, great foresight, develops process improvements and efficiencies. - Perseveres through the toughest challenges and inspires others.	
34. INSTITUTIONAL AND TECHNICAL EXPERTISE: - Institutional, policy and technical knowledge. - Practical application, procedural compliance. NOB <input type="checkbox"/>		- Lacks basic Navy knowledge. - Unaware and unwilling to learn details of Navy programs and policies. - Lacks basic professional knowledge to perform effectively. - Cannot apply basic skills. - Tactical knowledge and skill in specialty are below standards compared to others of same rank and experience.		- Has thorough knowledge of Navy organization and structure. - Has thorough knowledge of Navy programs and policies. - Has detailed rating knowledge; resolves technical issues within rating. - Competently performs both routine and new tasks. - Tactical knowledge and skill in specialty equal to others of same rank and experience.		- Navy Expert, complete understanding of purpose, organization, and structure. - Detailed, current knowledge and strong advocate for all Navy programs and policies. - Recognized expert, sought after to solve difficult problems, executes innovative ideas. - Exceptionally skilled, complete accuracy and precision in all technical actions, duties and procedures. - Tactical knowledge and skill in command mission and function.	
35. PROFESSIONALISM: - Standard enforcement; taking initiative, planning/prioritizing/solving challenges in Chief's Mess. - Continuous learning; Standards of appearance, conduct, physical fitness, qualifications. NOB <input type="checkbox"/>		- Fails to uphold and enforce standards. - Does not effectively utilize the Chief's Mess to plan and solve challenges. - Improvement of peers, subordinates, and self not a priority. - Unable to meet one or more physical readiness standards. - Consistently unsatisfactory appearance or unsatisfactory demeanor or conduct. - Creates conflict, unwilling to work with others, puts self above team.		- Actively teaches, upholds and enforces standards with peers and subordinates. - Participates in command planning and problem solving through the Chief's Mess. - Committed to professional education/training for self and subordinates. - Complies with physical readiness program. - Excellent personal appearance and representative of the Navy. - Reinforces others' efforts, meets personal commitments to team.		- Proactively teaches, upholds, and enforces standards throughout the command. - Actively leads command activities, solves command challenges, and drives mission accomplishment through the Chief's Mess. - Fosters an environment of improvement, education and professional development. - A leader in physical readiness. - Exemplary personal appearance and representative of the Navy. - Team builder, inspires cooperation and focus on mission accomplishment; leverages talents of all Sailors.	
36. LOYALTY: - Loyalty to mission, seniors, peers and subordinates. - Dedication to Sailor success, Sailor advocacy. NOB <input type="checkbox"/>		- Does not consistently demonstrate loyalty to mission, seniors, peers or subordinates. - Not concerned about Sailor success. - Allows command challenges to impact Sailor readiness.		- Loyal to mission, seniors, peers and subordinates; moral courage to raise issues and support the outcome. - Effective mentor, actions adequately encourage/support subordinates' personal/professional growth. - Routinely solves command challenges before they significantly impact Sailor readiness.		- Loyal to mission, seniors, peers and subordinates; moral courage to raise issues and strength to fully support the outcome. - Exemplary mentor, creates environment with outstanding professional growth opportunities for each Sailor. - Proactively identifies and solves command challenges before they impact Sailor readiness.	

NAVPERS 1616/27 (6-08)

FOR OFFICIAL USE ONLY-PRIVACY ACT SENSITIVE



EVALUATION & COUNSELING RECORD (E7 - E9) (cont'd)

NAVPERS 1610-1

1. Name (Last, First MI Suffix) <b>WARE, BRIAN T</b>		2. Grade/Rate <b>CSCS</b>		3. Desig <b>AW/SW</b>		4. SSN <b>(b) (6)</b>	
PERFORMANCE TRAITS	1.0* Below Standards	2.0 Progressing	3.0 Meets Standards	4.0 Above Standards	5.0 Greatly Exceeds Standards		
37. CHARACTER: - Integrity, adherence to Navy Core Values. - Recognition of Diversity. - Contributes to growth, human worth and community. NOB <input type="checkbox"/>	- Demonstrates exclusionary behavior, fails to value differences from cultural diversity. - Lacks personal integrity and does not take responsibility for actions or decisions. - Fails to live up to Navy Core Values: Honor, Courage and Commitment.	<input type="checkbox"/>	- Diversity: values differences as strengths, fosters atmosphere of acceptance/inclusion per EO/EEO policy. - Trustworthy, ethical and honest. - Always lives up to Navy Core Values: Honor, Courage and Commitment.	<input type="checkbox"/>	- Seamlessly integrates diversity into all aspects of the command. - Model of achievement. Develops unit cohesion by valuing differences as strengths. - Leads with an uncompromising code of integrity. - Exemplifies Navy Core Values: Honor, Courage and Commitment.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
38. ACTIVE COMMUNICATION: - Communication, questioning attitude, energized information flow. NOB <input type="checkbox"/>	- Stifles information exchange, idea sharing and diversity of opinion. - Does not take advantage of the Chief's Mess to discuss, plan, or act on command issues. - Poor communicator; actions negatively impact mission goals and readiness.	<input type="checkbox"/>	- Facilitates information exchange, idea sharing and diversity of opinion. - Uses Chief's Mess as an open forum to discuss, plan, and act on command issues. - Effectively communicates and listens to subordinates, peers, and seniors.	<input type="checkbox"/>	- Actively facilitates information exchange, idea sharing and diversity of opinion. - Actively uses Chief's Mess as an open forum to discuss, plan, and act on command issues. - Energizes communication flow up and down the chain of command.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
39. SENSE OF HERITAGE: - Know and teach customs and traditions, understand naval history. NOB <input type="checkbox"/>	- Lacks knowledge and understanding of naval customs and traditions. - Ignores naval traditions, customs, and practices when considering decisions, in training, or in daily leadership. - No grasp of naval history.	<input type="checkbox"/>	- Good understanding of naval customs and traditions. - Integrates naval traditions, customs, and practices into decision making processes, training and daily leadership. - Occasionally uses naval history to demonstrate who we are as a service.	<input type="checkbox"/>	- Thorough understanding of naval customs and traditions. - Proactively integrates naval traditions, customs, and practices into decision making processes, training and daily leadership. - Consistently uses naval history to demonstrate who we are as a service.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
40. I recommend screening this individual for next career milestone(s) as follows: (Maximum of two) Recommendations may be for competitive schools or duty assignments such as LCPO, DEPT CFO, SEA, CNC							
						SEA	CWO
41. COMMENTS ON PERFORMANCE. *All 1.0 marks, three 2.0 marks, and 2.0 marks in Block 37 must be specifically substantiated in comments. Comments must be verifiable. Font 10 Foot must be 10 or 12 pitch (10 to 12 point) only. Use upper and lower case. <b>***BAR NONE-The MOST OUTSTANDING SENIOR CHIEF CHIEF I HAVE SERVED WITH!***</b> <b>MY #1 SCPO. CURRENTLY SELECTED for CWO.</b>  -Drove mission success one Sailor at a time. Hands-on leadership style resulted in achievement of eight consecutive "Five-Star" Accreditations. Maintained 100% inventory validity, flawless \$150K accounting returns and outstanding sanitation scores. -Unsurpassed professionalism. Exceptional events coordinated in support of US Senators, Navy Commanders, Civilian Chefs and Celebrities. Directed the implementation of training opportunities and numerous facility improvements which completely changed and improved the dining experience for all who enter NAF Atsugi galley. Outstanding scores on PRT. - Honor Graduate of University of Phoenix with a Bachelors degree and well into a Masters program. Ensured 80% of his departmental junior Sailors enrolled in off-duty education. -CPOA President. Organized events which raised thousands of dollars for the local Japanese community and orphanage organizations.  His professionalism and determination has a positive impact on each Sailor, superior or subordinate, that he mentors. Readily apparent why he was selected for CWO. I look forward to his commissioning.							
Promotion Recommendation	NOB	Significant Problems	Progressing	Promotable	Must Promote	Early Promote	44. Reporting Senior Address
42. INDIVIDUAL						<input checked="" type="checkbox"/>	COMMANDING OFFICER U. S. NAVY AIR FACILITY PSC 477 BOX 9 FPO AP 96306-1213
43. SUMMARY	<input checked="" type="checkbox"/>	0	0	0	0	1	
45. Signature of Reporting Senior <i>[Signature]</i> Date: <b>3 Oct 08</b>						46. Signature of individual evaluated. "I have seen this report, been apprised of my performance, and understand my right to make a statement." I intend to submit a statement <input type="checkbox"/> Do not intend to submit a statement <input checked="" type="checkbox"/>	
Member Trait Average: <b>4.57</b>		Summary Group Average: <b>4.57</b>				Date: <b>Peter</b>	
47. Typed name, grade, command, UIC, and signature of Regular Reporting Senior on Concurrent Report							
Date:							

NAVPERS 1616/27 (6-08)

FOR OFFICIAL USE ONLY-PRIVACY ACT SENSITIVE.



FITNESS REPORT & COUNSELING RECORD (E7-O6)

RCS BUPERS 1610-1

1. Name (Last, First MI Suffix) WARE, BRIAN T		2. Grade/Rate CSCS	3. Desig AW/SW	4. (b) (6)
5. ACT <input checked="" type="checkbox"/> TAB <input type="checkbox"/> INACT <input type="checkbox"/> AT/ADSW <input type="checkbox"/> 265	6. UIC 61057	7. Ship/Station CNI NAS ATSUGI JA	8. Promotion Status FROCKED	9. Date Reported 05NOV16
Occasion for Report 10. Periodic <input checked="" type="checkbox"/> 11. Detachment of Individual <input type="checkbox"/> 12. Detachment of Reporting Senior <input type="checkbox"/> 13. Special <input type="checkbox"/>		Period of Report 14. From: 06SEP16 15. To: 07SEP15		
16. Not Observed Report <input type="checkbox"/>	Type of Report 17. Regular <input checked="" type="checkbox"/> 18. Concurrent <input type="checkbox"/> 19. Ops Cdr <input type="checkbox"/>		20. Physical Readiness P/WS	21. Billet Subcategory (if any) NA
22. Reporting Senior (Last, FI MI) COOPER, J D II	23. Grade CAPT	24. Desig 1310	25. Title CO	26. UIC 61057

28. Command employment and command achievements.  
To maintain and operate services/materiel and provide other logistics support to CVW 5, HSL 51, tenant commands, and other units assigned to the Western Pacific. Global War on Terrorism Service Medal.

29. Primary/Collateral/Watchstanding duties. (Enter primary duty abbreviation in box.)  
**DIV OFFICER** Food Service Officer-8, Food Service Leading Chief Officer-8, Supply LCPO-4, CBH LCPO-4. Responsible for all aspects of general mess operation and financial accountability. Supervises, trains, and manages 24 military and 34 civilian personnel. COLL: Command Fitness Leader-12, CPOA Mess Treasurer-12. WATCH: CDO-12.

For Mid-term Counseling Use. (When completing FITREP, enter 30 and 31 from counseling worksheet, sign 32.)  
30. Date Counseled: 07MAR15  
31. Counselor: MATTHEWS, J R  
32. Signature of Individual Counseled: [Signature]

PERFORMANCE TRAITS: 1.0 - Below standards/not progressing or UNSAT in any one standard; 2.0 - Does not yet meet all 3.0 standards; 3.0 - Meets all 3.0 standards; 4.0 - Exceeds most 3.0 standards; 5.0 - Meets overall criteria and most of the specific standards for 5.0. Standards are not all inclusive.

PERFORMANCE TRAITS	1.0* Below Standards	2.0 Pro- gressing	3.0 Meets Standard	4.0 Above Standards	5.0 Greatly Exceeds Standards
33. PROFESSIONAL EXPERTISE: Professional knowledge, proficiency, and qualifications.  NOB <input type="checkbox"/>	- Lacks basic professional knowledge to perform effectively. - Cannot apply basic skills. - Fails to develop professionally or achieve timely qualifications.		- Has thorough professional knowledge. - Competently performs both routine and new tasks. - Steadily improves skills, achieves timely qualifications.		- Recognized expert, sought after to solve difficult problems. - Exceptionally skilled, develops and executes innovative ideas. - Achieves early/highly advanced qualifications. <input checked="" type="checkbox"/>
34. COMMAND OR ORGANIZATIONAL CLIMATE/EQUAL OPPORTUNITY: Contributing to growth and development, human worth, community.  NOB <input type="checkbox"/>	- Actions counter to Navy's retention/reenlistment goals. - Uninvolved with mentoring or professional development of subordinates. - Actions counter to good order and discipline and negatively affect Command/Organizational climate. - Demonstrates exclusionary behavior. Fails to value differences from cultural diversity.		- Positive leadership supports Navy's increased retention goals. Active in decreasing attrition. - Actions adequately encourage/support subordinates' personal/professional growth. - Demonstrates appreciation for contributions of Navy personnel. Positive influence on Command climate. - Values differences as strengths. Fosters atmosphere of acceptance/inclusion per EO/EEO policy.		- Measurably contributes to Navy's increased retention and reduced attrition objectives. - Proactive leader/exemplary mentor. Involved in subordinates' personal development leading to professional growth/sustained commitment. - Initiates support programs for military, civilian, and families to achieve exceptional Command and Organizational climate. - The model of achievement. Develops unit cohesion by valuing differences as strengths. <input checked="" type="checkbox"/>
35. MILITARY BEARING/CHARACTER: Appearance, conduct, physical fitness, adherence to Navy Core Values.  NOB <input type="checkbox"/>	- Consistently unsatisfactory appearance. - Unsatisfactory demeanor or conduct. - Unable to meet one or more physical readiness standards. - Fails to live up to one or more Navy Core Values: HONOR, COURAGE, COMMITMENT.		- Excellent personal appearance. - Excellent demeanor or conduct. - Complies with physical readiness program. - Always lives up to Navy Core Values: HONOR, COURAGE, COMMITMENT.		- Exemplary personal appearance. - Exemplary representative of Navy. - A leader in physical readiness. - Exemplifies Navy Core Values: HONOR, COURAGE, COMMITMENT. <input checked="" type="checkbox"/>
36. TEAMWORK: Contributions towards team building and team results.  NOB <input type="checkbox"/>	- Creates conflict, unwilling to work with others, puts self above team. - Fails to understand team goals or teamwork techniques. - Does not take direction well.		- Reinforces others' efforts, meets personal commitments to team. - Understands team goals, employs good teamwork techniques. - Accepts and offers team direction.		- Team builder, inspires cooperation and progress. - Talented mentor, focuses goals and techniques for team. - The best at accepting and offering team direction. <input checked="" type="checkbox"/>
37. MISSION ACCOMPLISHMENT AND INITIATIVE: Taking initiative, planning/prioritizing, achieving mission.  NOB <input type="checkbox"/>	- Lacks initiative. - Unable to plan or prioritize. - Does not maintain readiness. - Fails to get the job done.		- Takes initiative to meet goals. - Plans/prioritizes effectively. - Maintains high state of readiness. - Always gets the job done.		- Develops innovative ways to accomplish mission. - Plans/prioritizes with exceptional skill and foresight. - Maintains superior readiness, even with limited resources. - Gets jobs done earlier and far better than expected. <input checked="" type="checkbox"/>

NAVPER 1610C (01-02)

FITNESS REPORT AND COUNSELING RECORD (E7-06) (cont 'd)

RCS BUPERS 1610-1

1. Name (Last, First MI Suffix)  
 WARE, BRIAN T

2. Grade/Rate  
 CSCS

3. Desig  
 AW/SW

4. SSN  
 (b) (6)

PERFORMANCE TRAITS	1.0* Below Standards	2.0 Progressing	3.0 Meets Standards	4.0 Above Standards	5.0 Greatly Exceeds Standards
38. LEADERSHIP: Organizing, motivating and developing others to accomplish goals.	- Neglects growth/development or welfare of subordinates. - Fails to organize, creates problems for subordinates. - Does not set or achieve goals relevant to command mission and vision. - Lacks ability to cope with or tolerate stress. - Inadequate communicator. - Tolerates hazards or unsafe practices.		- Effectively stimulates growth/development in subordinates. - Organizes successfully, implementing process improvements and efficiencies. - Sets/achieves useful, realistic goals that support command mission. - Performs well in stressful situations. - Clear, timely communicator. - Ensures safety of personnel and equipment.		- Inspiring motivator and trainer, subordinates reach highest level of growth and development. - Superior organizer, great foresight, develops process improvements and efficiencies. - Leadership achievements dramatically further command mission and vision. - Perseveres through the toughest challenges and inspires others. - Exceptional communicator. - Makes subordinates safety-conscious, maintains top safety record. - Constantly improves the personal and professional lives of others.
NOB <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
39. TACTICAL PERFORMANCE: (Warfare qualified officers only) Basic and tactical employment of weapons systems.	- Has difficulty attaining qualification expected for the rank and experience. - Has difficulty in ship(s), aircraft or weapons systems employment. Below others in knowledge and employment. - Warfare skills in specialty are below standards compared to others of same rank and experience.		- Attains qualifications as required and expected. - Capably employs ship(s), aircraft, or weapons systems. Equal to others in warfare knowledge and employment. - Warfare skills in specialty equal to others of same rank and experience.		- Fully qualified at appropriate level for rank and experience. - Innovatively employs ship(s), aircraft, or weapons systems. Well above others in warfare knowledge and employment. - Warfare skills in specialty exceed others of same rank and experience.
NOB <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

40. I recommend screening this individual for next career milestone(s) as follows: (maximum of two)  
 Recommendations may be for competitive schools or duty assignments such as: LCPO, DEPT CPO, SEA, CMC, CWO, LDO, Dept Head, XO, OIC, CO, Major Command, War College, PG School.

CWO  LDO

41. COMMENTS ON PERFORMANCE: \* All 1.0 marks, three 2.0 marks, and 2.0 marks in Block 34 must be specifically substantiated in comments. Comments must be verifiable. Font must be 10 or 12 Pitch (10 or 12 Point) only. Use upper and lower case.

\*\*\*MY NUMBER 1 SENIOR CHIEF\*\*\*

Unmatched energy and motivation. Leads like a Master Chief.

- FOOD SERVICES OFFICER. Brains and inspiration behind the "Far East Cafe" achieving its seventh consecutive "Five-Star" Accreditation. Led his Sailors in 100% inventory validity, meticulous \$150K accounting returns, and superb sanitation scores.

- VISIONARY SUPPLY DEPT LCPO. Seamlessly managed a regionalized department of FDNF assets. His Sailors' retention rate is 100% with 75% enrolled in off-duty education.

- Personally orchestrated QOL enhancements to all facilities. Accolades are so numerous he has become a household name. Implemented weekly special meal events, including Right Hand Man Luncheons. Moral is "through the roof."

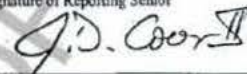
- COMMAND FITNESS LEADER. Mentored and led 27 Fitness Enhancement Program members to improved physical condition and passing PFA scores. He is there for the Sailor.

- CPOA VICE PRESIDENT. Cited by the CMC as "could not operate it without him."


Executed the mission, vision, and guiding principles before it was the new Mantra. Leads alongside his sailors - not from the office. Dedicated, tireless, and utterly reliable.

PROMOTE TO MCPO OR SELECT FOR CWO AT THE EARLIEST OPPORTUNITY.

Promotion Recommendation	NOB	Significant Problems	Progressing	Promotable	Must Promote	Early Promote	44. Reporting Senior Address COMMANDING OFFICER
42. INDIVIDUAL	<input type="checkbox"/>					X	U.S. NAVAL AIR FACILITY PSC 477 BOX 9 FFO AP 96306-1209
43. SUMMARY	<input checked="" type="checkbox"/>	0	0	0	1	1	

45. Signature of Reporting Senior  
  
 Date: 20 Sep 07

46. Signature of Individual Evaluated. "I have seen this report, been apprised of my performance, and understand my right to make a statement."  
 I intend to submit a statement.  do not intend to submit a statement.

Member Trait Average: 4.83 Summary Group Average: 4.67  
  
 Date: Sept 21, 2007

47. Typed name, grade, command, UIC, and signature of Regular Reporting Senior on Concurrent Report

Date:

NAYPERS 16102 (03-02)



FITNESS REPORT & COUNSELING RECORD (E7-O6)

RCS BUPERS 1610-1

1. Name (Last, First MI Suffix) WARE, BRIAN T				2. Grade/Rate CSC		3. Desig AW/SW		4. SSN (b) (6)	
5. ACT <input checked="" type="checkbox"/> TAB <input type="checkbox"/> INACT <input type="checkbox"/> AT/ADSW/265 <input type="checkbox"/>		6. UIC 61057		7. Ship/Station CNI NAS ATSUGI JA			8. Promotion Status REGULAR		9. Date Reported 05NOV16
10. Periodic <input checked="" type="checkbox"/> 11. Detachment of Individual <input type="checkbox"/> 12. Detachment of Reporting Senior <input type="checkbox"/> 13. Special <input type="checkbox"/>			14. Period of Report From: 05OCT08 To: 06SEP15						
16. Not Observed Report <input type="checkbox"/>		17. Regular <input checked="" type="checkbox"/>		18. Concurrent <input type="checkbox"/>		19. Ops Cdr <input type="checkbox"/>		20. Physical Readiness P/WS	
22. Reporting Senior (Last, FI MI) COOPER, J D II		23. Grade CAPT		24. Desig 1310		25. Title CO		26. UIC 61057	
								27. SSN	

28. Command employment and command achievements.  
To maintain and operate services/materiel and provide other logistics support to CVW 5, HSL 51, tenant commands, and other units assigned to the Western Pacific. Global War on Terrorism Service Medal.

29. Primary/Collateral/Watchstanding duties. (Enter primary duty abbreviation in box.)  
LCPO Combined Bachelor Housing (CBH) Leading Chief Petty Officer-10. Responsible for the management of the 2,100 bed, 19 building CBH facilities. Supervises 40 military, 15 TAD military, 6 US civilian personnel & indirect supervision of 68 housekeepers. COLL: Command Fitness Leader-4. WATCH: CDO-4. LV/TT: 05OCT08-05NOV15.

30. Date Counseled 06MAR17		31. Counselor MATTHEWS, J R		32. Signature of Individual Counseled	
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PERFORMANCE TRAITS: 1.0 - Below standards/not progressing or UNSAT in any one standard, 2.0 - Does not yet meet full 3.0 standards; 3.0 - Meets all 3.0 standards; 4.0 - Exceeds most 3.0 standards; 5.0 - Meets overall criteria and most of the specific standards for 5.0. Standards are not all inclusive.

PERFORMANCE TRAITS	1.0* Below Standards	2.0 Pro- gressing	3.0 Meets Standards	4.0 Above Standards	5.0 Greatly Exceeds Standards
33. PROFESSIONAL EXPERTISE: Professional knowledge proficiency, and qualifications. NOB <input type="checkbox"/>	- Lacks basic professional knowledge to perform effectively. - Cannot apply basic skills. - Fails to develop professionally or achieve timely qualifications.	-	- Has thorough professional knowledge. - Competently performs both routine and new tasks. - Steadily improves skills, achieves timely qualifications.	-	- Recognized expert, sought after to solve difficult problems. - Exceptionally skilled, develops and executes innovative ideas. - Achieves early/highly advanced qualifications.
34. COMMAND OR ORGANIZATIONAL CLIMATE/EQUAL OPPORTUNITY: Contributing to growth and development, human worth, community. NOB <input type="checkbox"/>	- Actions counter to Navy's retention/recruitment goals. - Uninvolved with mentoring or professional development of subordinates. - Actions counter to good order and discipline and negatively affect Command/Organizational climate. - Demonstrates exclusionary behavior. Fails to value differences from cultural diversity.	-	- Positive leadership supports Navy's increased retention goals. Active in decreasing attrition. - Actions adequately encourage/support subordinates' personal/professional growth. - Demonstrates appreciation for contributions of Navy personnel. Positive influence on Command climate. - Values differences as strengths. Fosters atmosphere of acceptance/inclusion per EO/EQ policy.	-	- Measurably contributes to Navy's increased retention and reduced attrition objectives. - Proactive leader/exemplary mentor. Involved in subordinates' personal development leading to professional growth/sustained commitment. - Initiates support programs for military, civilian, and families to achieve exceptional Command and Organizational climate. - The model of achievement. Develops unit cohesion by valuing differences as strengths.
35. MILITARY BEARING/CHARACTER: Appearance, conduct, physical fitness, adherence to Navy Core Values. NOB <input type="checkbox"/>	- Consistently unsatisfactory appearance. - Unsatisfactory demeanor or conduct. - Unable to meet one or more physical readiness standards. - Fails to live up to one or more Navy Core Values: HONOR, COURAGE, COMMITMENT.	-	- Excellent personal appearance. - Excellent demeanor or conduct. - Complies with physical readiness program. - Always lives up to Navy Core Values: HONOR, COURAGE, COMMITMENT.	-	- Exemplary personal appearance. - Exemplary representative of Navy. - A leader in physical readiness. - Exemplifies Navy Core Values: HONOR, COURAGE, COMMITMENT.
36. TEAMWORK: Contributions towards team building and team results. NOB <input type="checkbox"/>	- Creates conflict, unwilling to work with others, puts self above team. - Fails to understand team goals or teamwork techniques. - Does not take direction well.	-	- Reinforces others' efforts, meets personal commitments to team. - Understands team goals, employs good teamwork techniques. - Accepts and offers team direction.	-	- Team builder, inspires cooperation and progress. - Talented mentor, focuses goals and techniques for team. - The best at accepting and offering team direction.
37. MISSION ACCOMPLISHMENT AND INITIATIVE: Taking initiative, planning/prioritizing, achieving mission. NOB <input type="checkbox"/>	- Lacks initiative. - Unable to plan or prioritize. - Does not maintain readiness. - Fails to get the job done.	-	- Takes initiative to meet goals. - Plans/prioritizes effectively. - Maintains high state of readiness. - Always gets the job done.	-	- Develops innovative ways to accomplish mission. - Plans/prioritizes with exceptional skill and foresight. - Maintains superior readiness, even with limited resources. - Gets jobs done earlier and far better than expected.

NAVPERS 16102 (04-02)



FITNESS REPORT AND COUNSELING RECORD (E7-O6) (cont 'd)

(b) (6)

1. Name (Last, First MI Suffix) WARE, BRIAN T  
 2. Grade/Rate CSC  
 3. Desig AW/SW

PERFORMANCE TRAITS	1.0* Below Standards	2.0 Progressing	3.0 Meets Standards	4.0 Above Standards	5.0 Greatly Exceeds Standards
38. LEADERSHIP: Organizing, motivating and developing others to accomplish goals.	- Neglects growth/development or welfare of subordinates. - Fails to organize, creates problems for subordinates. - Does not set or achieve goals relevant to command mission and vision. - Lacks ability to cope with or tolerate stress. - Inadequate communicator. - Tolerates hazards or unsafe practices.		- Effectively stimulates growth/development in subordinates. - Organizes successfully, implementing process improvements and efficiencies. - Sets/achieves useful, realistic goals that support command mission. - Performs well in stressful situations. - Clear, timely communicator. - Ensures safety of personnel and equipment.		- Inspiring motivator and trainer, subordinates reach highest level of growth and development. - Superior organizer, great foresight, develops process improvements and efficiencies. - Leadership achievements dramatically further command mission and vision. - Persists through the toughest challenges and inspires others. - Exceptional communicator. - Makes subordinates safety-conscious, maintains top safety record. - Constantly improves the personal and professional lives of others.
NOB <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
39. TACTICAL PERFORMANCE: (Warfare qualified officers only) Basic and tactical employment of weapons systems.	- Has difficulty attaining qualification expected for the rank and experience. - Has difficulty in ship(s), aircraft or weapons systems employment. Below others in knowledge and employment. - Warfare skills in specialty are below standards compared to others of same rank and experience.		- Attains qualifications as required and expected. - Capably employs ship(s), aircraft, or weapons systems. Equal to others in warfare knowledge and employment. - Warfare skills in specialty equal to others of same rank and experience.		- Fully qualified at appropriate level for rank and experience. - Innovatively employs ship(s), aircraft, or weapons systems. Well above others in warfare knowledge and employment. - Warfare skills in specialty exceed others of same rank and experience.
NOB <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

40. I recommend screening this individual for next career milestone(s) as follows: (maximum of two)  
 Recommendations may be for: competitive schools or duty assignments such as: LCPO, DEPT CPO, SEA, CMC, CWO, LDO, Dept Head, XO, OIC, CO, Major Command, War College, PG School.  
 LCPO DEPT CPO

41. COMMENTS ON PERFORMANCE: \* All 1.0 marks, three 2.0 marks, and 2.0 marks in Block 34 must be specifically substantiated in comments. Comments must be verifiable. Font must be 10 or 12 Pitch (10 or 12 Point) only. Use upper and lower case.

Outstanding CPO. Promote now to Senior Chief.

-- Exceptional Leader and Manager. Oversaw 19 buildings, 1,625 rooms, and 2,100 beds, directly improving the Quality of Life for Sailors.

-- Strong Mentor who leads by example. Volunteered as the Command Fitness Leader, setting the example for subordinates and inspiring those who require motivation to improve. Earned an Associates Degree and progressing on his Bachelors, completed four upper level college courses.

-- An involved community supporter. Leader in the CPO transition for the CPO Selectees. Active member with the command's training programs for alcohol awareness, performed his own composition "T-B-Y-D" (Think Before You Drink), used during the Command's Safety Stand downs.

-- Volunteer coach in the Youth Sports programs, and tremendous supporter of the community.

A self-starter with a very bright future.

Promotion Recommendation	NOB	Significant Problems	Progressing	Promotable	Must Promote	Early Promote	44. Reporting Senior Address
42. INDIVIDUAL					X		COMMANDING OFFICER U.S. NAVAL AIR FACILITY PSC 477 BOX 9 FPO AP 96306-1209
43. SUMMARY	<input checked="" type="checkbox"/>	0	0	4	3	2	

45. Signature of Reporting Senior  
*[Signature]* Date: 18 Sep 06

46. Signature of Individual Evaluated. "I have seen this report, been apprised of my performance, and understand my right to make a statement."  
 I intend to submit a statement.  do not intend to submit a statement.   
*[Signature]* Date: 19 Sep 06

Member Trait Average: 4.17 Summary Group Average: 4.24

47. Typed name, grade, command, UIC, and signature of Regular Reporting Senior on Concurrent Report  
 Date:

NAVPERS 16402 (03-02)

FITNESS REPORT & COUNSELING RECORD (E7-06)

RCS BUPERS 1610-1

1. Name (Last, First MI Suffix) WARE, BRIAN T		2. Grade/Rate CSC	3. Desig AW/SW	4. SSN (b) (6)
5. ACT <input checked="" type="checkbox"/> TAR <input type="checkbox"/> INACT <input type="checkbox"/> AT/ADSW/245 <input type="checkbox"/>	6. UIC 21412	7. Ship/Station CVN73 G WASHINGTON		8. Promotion Status REGULAR
9. Date Reported 03SEP22		10. Periodic <input checked="" type="checkbox"/> 11. Detachment of Individual <input type="checkbox"/> 12. Detachment of Reporting Senior <input type="checkbox"/> 13. Special <input type="checkbox"/>		
14. From: 04SEP16		15. To: 05SEP15		
16. Not Observed Report <input type="checkbox"/>	Type of Report 17. Regular <input checked="" type="checkbox"/>	18. Concurrent <input type="checkbox"/>	19. Ops Cdr <input type="checkbox"/>	20. Physical Readiness P/WS
21. Billet Subcategory (if any) BASIC		22. Reporting Senior (Last, FI MI) WHITE, G R	23. Grade CAPT	24. Desig 1310
25. Title CO	26. UIC 21412	27. SSN (b) (6)		
28. Command employment and command achievements. TCQ/NMTT-1, Group Sail 04-1, FRS/TCQ-1, Ammo Offload-1, ORSE-1, DPIA 05-9, NMTT-1. Awarded the Global War on Terrorism Service Medal.				
29. Primary/Collateral/Watchstanding duties. (Enter primary duty abbreviation in box.) S-11 DIV OFF CPO Mess (S-11) Division Officer-9, Mess Decks (S-2M) Division Officer-3. Managed 38 personnel the planning, preparation, and service of meals and the providing of hotel services for over 200 CPOs. COLL: Departmental ESWS Coordinator-12. WATCH: Duty Food Service Chief-12, Duty Supply Officer-9.				
For Mid-term Counseling Use. (When completing FITREP, enter 30 and 31 from counseling worksheet, sign 32.)		30. Date COUNSELED 05MAR15	31. Counselor OETTL, K E	32. Signature of Individual COUNSELED

PERFORMANCE TRAITS: 1.0 - Below standards/not progressing or UNSAT in any one standard; 2.0 - Does not yet meet all 3.0 standards; 3.0 - Meets all 3.0 standards; 4.0 - Exceeds most 3.0 standards; 5.0 - Meets overall criteria and most of the specific standards for 5.0. Standards are not all inclusive.

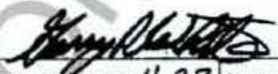
PERFORMANCE TRAITS	1.0* Below Standards	2.0 Pro- gressing	3.0 Meets Standards	4.0 Above Standards	5.0 Greatly Exceeds Standards
33. PROFESSIONAL EXPERTISE: Professional knowledge, proficiency, and qualifications.  NOB <input type="checkbox"/>	- Lacks basic professional knowledge to perform effectively. - Cannot apply basic skills. - Fails to develop professionally or achieve timely qualifications.		- Has thorough professional knowledge. - Competently performs both routine and new tasks. - Steadily improves skills, achieves timely qualifications.		- Recognized expert, sought after to solve difficult problems. - Exceptionally skilled, develops and executes innovative ideas. - Achieves early/highly advanced qualifications.
34. COMMAND OR ORGANIZATIONAL CLIMATE/EQUAL OPPORTUNITY: Contributing to growth and development, human worth, community.  NOB <input type="checkbox"/>	- Actions counter to Navy's retention/mentalist goals. - Uninvolved with mentoring or professional development of subordinates. - Actions counter to good order and discipline and negatively affect Command/Organizational climate. - Demonstrates exclusionary behavior. Fails to value differences from cultural diversity.		- Positive leadership supports Navy's increased retention goals. Active in decreasing attrition. - Actions adequately encourage/support subordinates' personal/professional growth. - Demonstrates appreciation for contributions of Navy personnel. Positive influence on Command climate. - Values differences as strengths. Fosters atmosphere of acceptance/inclusion per BO/ESO policy.		- Measurably contributes to Navy's increased retention and reduced attrition objectives. - Proactive leader/exemplary mentor. Involved in subordinates' personal development leading to professional growth/sustained commitment. - Initiates support programs for military, civilian, and families to achieve exceptional Command and Organizational climate. - The model of achievement. Develops unit cohesion by valuing differences as strengths.
35. MILITARY BEARING/CHARACTER: Appearance, conduct, physical fitness, adherence to Navy Core Values.  NOB <input type="checkbox"/>	- Consistently unsatisfactory appearance. - Unsatisfactory demeanor or conduct. - Unable to meet one or more physical readiness standards. - Fails to live up to one or more Navy Core Values: HONOR, COURAGE, COMMITMENT.		- Excellent personal appearance. - Excellent demeanor or conduct. - Complies with physical readiness program. - Always lives up to Navy Core Values: HONOR, COURAGE, COMMITMENT.		- Exemplary personal appearance. - Exemplary representative of Navy. - A leader in physical readiness. - Exemplifies Navy Core Values: HONOR, COURAGE, COMMITMENT.
36. TEAMWORK: Contributions towards team building and team results.  NOB <input type="checkbox"/>	- Creates conflict, unwilling to work with others, puts self above team. - Fails to understand team goals or teamwork techniques. - Does not take direction well.		- Reinforces others' efforts, meets personal commitments to team. - Understands team goals, employs good teamwork techniques. - Accepts and offers team direction.		- Team builder, inspires cooperation and progress. - Talented mentor, focuses goals and techniques for team. - The best at accepting and offering team direction.
37. MISSION ACCOMPLISHMENT AND INITIATIVE: Taking initiative, planning/prioritizing, achieving mission  NOB <input type="checkbox"/>	- Lacks initiative. - Unable to plan or prioritize. - Does not maintain readiness. - Fails to get the job done.		- Takes initiative to meet goals. - Plans/prioritizes effectively. - Maintains high state of readiness. - Always gets the job done.		- Develops innovative ways to accomplish mission. - Plans/prioritizes with exceptional skill and foresight. - Maintains superior readiness, even with limited resources. - Gets jobs done earlier and far better than expected.

NAVPERS 1610/2 (03-02)



FITNESS REPORT AND COUNSELING RECORD (E7-O6) (cont 'd)

RCS BUPERS 1610-1

1. Name (Last, First MI Suffix) WARE, BRIAN T		2. Grade/Rate CSC		3. Desig AW/SW		(b) (6)	
PERFORMANCE TRAITS	1.0* Below Standards	2.0 Pro- gressing	3.0 Meets Standards	4.0 Above Standards	5.0 Greatly Exceeds Standards		
38. LEADERSHIP: Organizing, motivating and developing others to accomplish goals.	<ul style="list-style-type: none"> <li>- Neglects growth/development or welfare of subordinates.</li> <li>- Fails to organize, creates problems for subordinates.</li> <li>- Does not set or achieve goals relevant to command mission and vision.</li> <li>- Lacks ability to cope with or tolerate stress.</li> <li>- Inadequate communicator.</li> <li>- Tolerates hazards or unsafe practices.</li> </ul>		<ul style="list-style-type: none"> <li>- Effectively stimulates growth/development in subordinates.</li> <li>- Organizes successfully, implementing process improvements and efficiencies.</li> <li>- Sets/achieves useful, realistic goals that support command mission.</li> <li>- Performs well in stressful situations.</li> <li>- Clear, timely communicator.</li> <li>- Ensures safety of personnel and equipment.</li> </ul>		<ul style="list-style-type: none"> <li>- Inspiring motivator and trainer, subordinates reach highest level of growth and development.</li> <li>- Superb organizer, great foresight, develops process improvements and efficiencies.</li> <li>- Leadership achievements dramatically further command mission and vision.</li> <li>- Perseveres through the toughest challenges and inspires others.</li> <li>- Exceptional communicator.</li> <li>- Makes subordinates safety-conscious, maintains top safety record.</li> <li>- Constantly improves the personal and professional lives of others.</li> </ul>		
NOB <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
39. TACTICAL PERFORMANCE: (Warfare qualified officers only) Basic and tactical employment of weapons systems.	<ul style="list-style-type: none"> <li>- Has difficulty attaining qualification expected for the rank and experience.</li> <li>- Has difficulty in ship(s), aircraft or weapons systems employment.</li> <li>- Below others in knowledge and employment.</li> <li>- Warfare skills in specialty are below standards compared to others of same rank and experience.</li> </ul>		<ul style="list-style-type: none"> <li>- Attains qualifications as required and expected.</li> <li>- Capably employs ship(s), aircraft, or weapons systems. Equal to others in warfare knowledge and employment.</li> <li>- Warfare skills in specialty equal to others of same rank and experience.</li> </ul>		<ul style="list-style-type: none"> <li>- Fully qualified at appropriate level for rank and experience.</li> <li>- Innovatively employs ship(s), aircraft, or weapons systems. Well above others in warfare knowledge and employment.</li> <li>- Warfare skills in specialty exceed others of same rank and experience.</li> </ul>		
NQB <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
40. I recommend screening this individual for next career milestone(s) as follows: (maximum of two) Recommendations may be for competitive schools or duty assignments such as: LCPO, DEPT CPO, SEA, CMC, CWO, LDO, Dept Head, XO, OIC, CO, Major Command, War College, PG School.				CWO		PRIV QTRS CSC	
41. COMMENTS ON PERFORMANCE: * All 1.0 marks, three 2.0 marks, and 2.0 marks in Block 34 must be specifically substantiated in comments. Comments must be verifiable. Post must be 10 or 12 Pitches (10 or 12 Points) only. Use upper and lower case. *** Ranks #1 of 5 Chief Culinary Specialists and #4 of 91 outstanding CPOs onboard! ***  Sustained superior performer and unrivaled Chief who is ready for immediate promotion to SCPO! His team sets the waterfront's standard for large-afloat private mess operations. - Exceptional Culinary Specialist. Hand-selected from 107 superb CPOs to serve as CPO Mess Caterer. Motivated his division in proving "five-star" food and hotel services. Implemented over 50 QOL improvements during DPIA-05 to enhance future operations. - Superb chef. Orchestrated countless receptions for the Wardroom and CPO Mess to include a DPIA Kick-off Reception ensuring a positive start for the GW-NGNN Team. - Innovative leader. Produced a musical sound track titled "Think Before You Drink" for the Navy's DUI reduction campaign. Presented CDs to crew to increase awareness and encourage responsible alcohol use. Lauded by the Navy Safety Center for his efforts. - Inspiring Role model and mentor. Developed innovative, intrusive leadership techniques to eliminate off-duty incidents in his division. Displays exceptional Command presence.  Chief Ware is without peer and the backbone of my Chief's Mess. He has excelled in every task producing consistently stellar results. Promote immediately to Senior Chief Petty Officer and detail him to only the most demanding assignments. He will excel!!							
Promotion Recommendation	NOB	Significant Problems	Progressing	Promotable	Must Promote	Early Promote	44. Reporting Senior Address COMMANDING OFFICER USS GEORGE WASHINGTON CVN 73 FPO AE 09550-2873
42. INDIVIDUAL						X	
43. SUMMARY		1	0	44	27	19	
45. Signature of Reporting Senior  Date: 6 Oct 05				46. Signature of Individual Evaluated. "I have seen this report, been apprised of my performance, and understand my right to make a statement." I intend to submit a statement. <input type="checkbox"/> do not intend to submit a statement. <input checked="" type="checkbox"/>			
Member Team Average: 4.33 Summary Group Average:				Date: 6 Oct 04			
47. Typed name, grade, command, UIC, and signature of Regular Reporting Senior or Concurrent Report							
Date:							

NAVPERS 16100 (03-02)





DEPARTMENT OF THE NAVY  
USS GEORGE WASHINGTON (CVN 73)  
FPO AE 09550-2873

1610  
04 Oct 05  
(b) (6)

From: Captain Garry R. White, USN, USS GEORGE WASHINGTON (CVN 73),  
FPO AE 09550-2873  
To: Commander, Navy Personnel Command, Pers-311, 5720 Integrity Drive,  
Millington, TN 38055-3110

Subj: FITNESS REPORT EXTENSION

1. Identification of original report

- a. Blocks 1-4: WARE, BRIAN T, CSC, AW/SW, (b) (6)
- b. Blocks 14-15: 04SEP16-05SEP15
- c. Blocks 17-19: REGULAR
- d. Blocks 22, 27: WHITE, G R, (b) (6)

2. Extension data

- a. Blocks 10-13: Add 11. Detachment of Individual
- b. Blocks 14-15: Change to 04SEP16-05OCT07

  
GARRY R. WHITE

Copy to:  
CSC Ware

OFFICIAL RECORD COPY

FITNESS REPORT & COUNSELING RECORD (E7-O6)

RCS BUPERS 1610-1

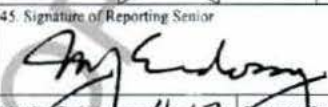

1. Name (Last, First MI Suffix) WARE, BRIAN T				2. Grade/Rate CSC		3. Desig AW/SW		4. SSN (b) (6)		
5. ACT <input checked="" type="checkbox"/> TAR <input type="checkbox"/> INACT <input type="checkbox"/> AT/ADSW/265 <input type="checkbox"/>		6. UIC 21412		7. Ship/Station CVN73 GWASHINGTON			8. Promotion Status REGULAR		9. Date Reported 03SEP22	
Occasion for Report 10. Periodic <input checked="" type="checkbox"/> 11. Detachment of Individual <input type="checkbox"/> 12. Detachment of Reporting Senior <input type="checkbox"/> 13. Special <input type="checkbox"/>				Period of Report 14. From: 03AUG16 15. To: 04SEP15						
16. Not Observed Report <input type="checkbox"/>		17. Regular <input checked="" type="checkbox"/>		18. Concurrent <input type="checkbox"/>		19. Ops Cdr <input type="checkbox"/>		20. Physical Readiness N/WS		
21. Billet Subcategory (if any) BASIC		22. Reporting Senior (Last, FI MI) ERDOSSY, M J III		23. Grade CAPT		24. Desig 1310		25. Title CO		
26. UIC 21412		27. SSN (b) (6)		28. Command employment and command achievements. INSURV-1, TSTA I/II/III-1, Armo Onload-1, FEP-1, COMPTUEX-1, ORSE-1, Trng/Upkeep-2, Med/AG Deployment-6, Operation ENDURING FREEDOM-2, Operation IRAQI FREEDOM-4, Operation VIGILANT RESOLVE-3, Trng/Upkeep-1, TCQ-1. Awarded the Global War on Terrorism Expeditionary Medal.						
29. Primary/Collateral/Watchstanding duties. (Enter primary duty abbreviation in box.) S2M LCPO S2M LCPO-12. Responsible for sanitation and management of all spaces and equipment in all dining areas, sculleries and waste handling areas. Supervises 123 junior personnel. COLL: ESWS Board Mbr-8, Health Promotion Mbr-8, Dept Cruise Book Rep-7, Sanitation Instructor-12. WATCH: Duty Food Service Chief. LV/TT/TEMADD:										
For Mid-term Counseling Use. (When completing FITREP, enter 30 and 31 from counseling worksheet, sign 32.)				30. Date Counseled 04MAR15		31. Counselor LOPEZ, A A		32. Signature of Individual Counseled <i>[Signature]</i>		
PERFORMANCE TRAITS: 1.0 - Below standards/not progressing or UNSAT in any one standard; 2.0 - Does not yet meet all 3.0 standards; 3.0 - Meets all 3.0 standards; 4.0 - Exceeds most 3.0 standards; 5.0 - Meets overall criteria and most of the specific standards for 5.0. Standards are not all inclusive.										
PERFORMANCE TRAITS	1.0* Below Standards		2.0 Pro- gressing		3.0 Meets Standards		4.0 Above Standards		5.0 Greatly Exceeds Standards	
33. PROFESSIONAL EXPERTISE: Professional knowledge proficiency, and qualifications.  NOB <input type="checkbox"/>	- Lacks basic professional knowledge to perform effectively. - Cannot apply basic skills. - Fails to develop professionally or achieve timely qualifications.				- Has thorough professional knowledge. - Competently performs both routine and new tasks. - Steadily improves skills, achieves timely qualifications.				- Recognized expert, sought after to solve difficult problems. - Exceptionally skilled, develops and executes innovative ideas. - Achieves early/highly advanced qualifications.	
34. COMMAND OR ORGANIZATIONAL CLIMATE/EQUAL OPPORTUNITY: Contributing to growth and development, human worth, community.  NOB <input type="checkbox"/>	- Actions counter to Navy's retention/ reenlistment goals. - Uninvolved with mentoring or professional development of subordinates. - Actions counter to good order and discipline and negatively affect Command/ Organizational climate. - Demonstrates exclusionary behavior. Fails to value differences from cultural diversity.				- Positive leadership supports Navy's increased retention goals. Active in decreasing attrition. - Actions adequately encourage/support subordinates' personal/professional growth. - Demonstrates appreciation for contributions of Navy personnel. Positive influence on Command climate. - Values differences as strengths. Fosters atmosphere of acceptance/inclusion per EO/EEO policy.				- Measurably contributes to Navy's increased retention and reduced attrition objectives. - Proactive leader/exemplary mentor. Involved in subordinates' personal development leading to professional growth/sustained commitment. - Initiates support programs for military, civilian, and families to achieve exceptional Command and Organizational climate. - The model of achievement. Develops unit cohesion by valuing differences as strengths.	
35. MILITARY BEARING/ CHARACTER: Appearance, conduct, physical fitness, adherence to Navy Core Values.  NOB <input type="checkbox"/>	- Consistently unsatisfactory appearance. - Unsatisfactory demeanor or conduct. - Unable to meet one or more physical readiness standards. - Fails to live up to one or more Navy Core Values: HONOR, COURAGE, COMMITMENT.				- Excellent personal appearance. - Excellent demeanor or conduct. - Complies with physical readiness program. - Always lives up to Navy Core Values: HONOR, COURAGE, COMMITMENT.				- Exemplary personal appearance. - Exemplary representative of Navy. - A leader in physical readiness. - Exemplifies Navy Core Values: HONOR, COURAGE, COMMITMENT.	
36. TEAMWORK: Contributions towards team building and team results.  NOB <input type="checkbox"/>	- Creates conflict, unwilling to work with others, puts self above team. - Fails to understand team goals or teamwork techniques. - Does not take direction well.				- Reinforces others' efforts, meets personal commitments to team. - Understands team goals, employs good teamwork techniques. - Accepts and offers team direction.				- Team builder, inspires cooperation and progress. - Talented mentor, focuses goals and techniques for team. - The best at accepting and offering team direction.	
37. MISSION ACCOMPLISHMENT AND INITIATIVE: Taking initiative, planning/prioritizing, achieving mission.  NOB <input type="checkbox"/>	- Lacks initiative. - Unable to plan or prioritize. - Does not maintain readiness. - Fails to get the job done.				- Takes initiative to meet goals. - Plans/prioritizes effectively. - Maintains high state of readiness. - Always gets the job done.				- Develops innovative ways to accomplish mission. - Plans/prioritizes with exceptional skill and foresight. - Maintains superior readiness, even with limited resources. - Gets jobs done earlier and far better than expected.	

NAVPERS 16102 (05-02)



FITNESS REPORT AND COUNSELING RECORD (E7-O6) (cont 'd)

RCS BUPERS 1610-1

1. Name (Last, First MI Suffix) <b>WARE, BRIAN T</b>		2. Grade/Rate <b>CSC</b>		3. Desig <b>AW/SW</b>		4. SSN <b>(b) (6)</b>	
PERFORMANCE TRAITS		1.0* Below Standards		2.0 Progressing		3.0 Meets Standards	
38. LEADERSHIP: Organizing, motivating and developing others to accomplish goals.		- Neglects growth/development or welfare of subordinates. - Fails to organize, creates problems for subordinates. - Does not set or achieve goals relevant to command mission and vision. - Lacks ability to cope with or tolerate stress. - Inadequate communicator. - Tolerates hazards or unsafe practices.		-		- Effectively stimulates growth/development in subordinates. - Organizes successfully, implementing process improvements and efficiencies. - Sets/achieves useful, realistic goals that support command mission. - Performs well in stressful situations. - Clear, timely communicator. - Ensures safety of personnel and equipment.	
NOB <input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input checked="" type="checkbox"/>	
39. TACTICAL PERFORMANCE: (Warfare qualified officers only) Basic and tactical employment of weapons systems.		- Has difficulty attaining qualification expected for the rank and experience. - Has difficulty in ship(s), aircraft or weapons systems employment. - Below others in knowledge and employment. - Warfare skills in specialty are below standards compared to others of same rank and experience.		-		- Attains qualifications as required and expected. - Capably employs ship(s), aircraft or weapons systems. Equal to others in warfare knowledge and employment. - Warfare skills in specialty equal to others of same rank and experience.	
NOB <input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
40. I recommend screening this individual for next career milestone(s) as follows: (maximum of two) Recommendations may be for competitive schools or duty assignments such as: LCPO, DEPT CPO, SEA, CMC, CWO, LDO, Dept Head, XO, OIC, CO, Major Command, War College, PG School.						CWO	
						LDO	
41. COMMENTS ON PERFORMANCE * All 1.0 marks, three 2.0 marks, and 2.0 marks in Block 34 must be specifically substantiated in comments. Comments must be verifiable. Foot must be 10 or 12 Pitch (10 or 12 Point) only. Use upper and lower case.							
<p>Chief Petty Officer Ware is an outstanding culinary expert and a superb leader. He has injected motivation and dedication into an already outstanding food service team.</p> <ul style="list-style-type: none"> <li>- Innovative manager. He started the first ever, "FSA Recognition At Sea Program" recognizing young Sailors for their dedication. His program has developed into a strong GW tradition and has been praised by the entire chain of command. Awesome initiative.</li> <li>- Versatile leader. Assisted in coordinating the daily order and receipt of \$30,000 worth of provisions and the daily preparation of 18,000 meals to over 5,000 customers. He provides flawless accounting and excellent management of assets.</li> <li>- Capable mentor. Provided personal training on key qualification areas as a command Enlisted Surface Warfare Specialist board member. Has assisted in qualifying over 100 junior Sailors in Supply Department, enhancing the professionalism of the Department and the Command. A key contributor to the command's alcohol deglamorization campaign.</li> <li>- Leads from the front. Set the highest standards of cleanliness, sanitation, and customer service in the Enlisted Dining Facility. His efforts resulted in an overall grade of "outstanding" during the 2003 Supply Management Inspection.</li> <li>- Block 20: Physical fitness portion of PFA waived due to operational commitments.</li> </ul> <p>Chief Ware is an outstanding leader with a bright future. He is ready for increased challenges and should be promoted to Senior Chief Petty Officer immediately.</p>							
Promotion Recommendation		NOB	Significant Problems	Progressing	Promotable	Must Promote	Early Promote
42. INDIVIDUAL		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
43. SUMMARY		<input checked="" type="checkbox"/>	1	0	48	29	20
44. Reporting Senior Address COMMANDING OFFICER USS GEORGE WASHINGTON CVN 73 FPO AE 09550-2873							
45. Signature of Reporting Senior  Date: 9/14/04						46. Signature of Individual Evaluated. "I have seen this report, been apprised of my performance, and understand my right to make a statement." I intend to submit a statement. <input type="checkbox"/> do not intend to submit a statement. <input checked="" type="checkbox"/>	
Member Trait Average: 4.17		Summary Group Average: 4.09				Date: 17 Sep. 04	
47. Typed name, grade, command, UIC, and signature of Regular Reporting Senior on Concurrent Report							
Date:							

NAVPERS 16102 (03-02)



FITNESS REPORT & COUNSELING RECORD (E7-O6)

(b) (6)

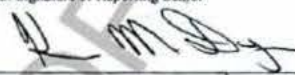

1. Name (Last, First MI Suffix) WARE, BRIAN T				2. Grade/Rate MSC		3. Desig SW/AW			
5. ACT <input checked="" type="checkbox"/>	TAR <input type="checkbox"/>	INACT <input type="checkbox"/>	AT/ADSW/ 265 <input type="checkbox"/>	6. UIC 07194	7. Ship/Station CORONADO (AGF11)		8. Promotion Status REGULAR	9. Date Reported 01DEC15	
10. Periodic <input type="checkbox"/>			11. of Individual <input checked="" type="checkbox"/>		12. Reporting Senior <input type="checkbox"/>		13. Special <input type="checkbox"/>		
14. From: 02AUG24				15. To: 03AUG15					
16. Not Observed Report <input type="checkbox"/>		17. Regular <input checked="" type="checkbox"/>		18. Concurrent <input type="checkbox"/>		19. Ops Cdr <input type="checkbox"/>		20. Physical Readiness P/WS	
21. Billet Subcategory (if any)				22. Reporting Senior (Last, FI MI) DONEGAN, K M				23. Grade CAPT	
24. Desig 1310				25. Title CO		26. UIC 07194		(b) (6)	
28. Command employment and command achievements. THIRDFLT Command Ship. Upkeep/Type Training-12. Completed Sea Trials (SOCAL), Millennium Challenge, TSTA, Underway Demo, JTFEX 02-2, Final Evaluation Period 02, JTFEX 03-02, Portland Rose Festival, Esquimalt/Vancouver Port Visits and JTFEX 03-3.									
29. Primary/Collateral/Watchstanding duties. (Enter primary duty abbreviation in box.) WARDROOM LCPO Responsible for the daily operation, budget, personnel, maintenance and management of the Wardroom Private Mess. Supervises 15 MS's and 24 Food Service Attendants. COLL: Damage Control Training Team-12, Mentorship Program Coordinator-6, Command Traffic Safety Officer-12. WATCH: Officer of the Deck(Inport)-12.									
30. Date Counseled NOT REQ				31. Counselor		32. Signature of Individual Counseled <i>[Signature]</i>			
PERFORMANCE TRAITS: 1.0 - Below standards/not progressing or UNSAT in any one standard; 2.0 - Does not yet meet all 3.0 standards; 3.0 - Meets all 3.0 standards; 4.0 - Exceeds most 3.0 standards; 5.0 - Meets overall criteria and most of the specific standards for 5.0. Standards are not all inclusive.									
PERFORMANCE TRAITS	1.0* Below Standards	2.0 Pro- gressing	3.0 Meets Standards	4.0 Above Standards	5.0 Greatly Exceeds Standards				
33. PROFESSIONAL EXPERTISE: Professional knowledge, proficiency, and qualifications. NOB <input type="checkbox"/>	- Lacks basic professional knowledge to perform effectively. - Cannot apply basic skills. - Fails to develop professionally or achieve timely qualifications.		- Has thorough professional knowledge. - Competently performs both routine and new tasks. - Steadily improves skills, achieves timely qualifications.		- Recognized expert, sought after to solve difficult problems. - Exceptionally skilled, develops and executes innovative ideas. - Achieves early/highly advanced qualifications. <input checked="" type="checkbox"/>				
34. COMMAND OR ORGANIZATIONAL CLIMATE/EQUAL OPPORTUNITY: Contributing to growth and development, human worth, community. NOB <input type="checkbox"/>	- Actions counter to Navy's retention/ reenlistment goals. - Uninvolved with mentoring or professional development of subordinates. - Actions counter to good order and discipline and negatively affect Command/Organizational climate. - Demonstrates exclusionary behavior. Fails to value differences from cultural diversity.		- Positive leadership supports Navy's increased retention goals. Active in decreasing attrition. - Actions adequately encourage/support subordinates' personal/professional growth. - Demonstrates appreciation for contributions of Navy personnel. Positive influence on Command climate. - Values differences as strengths. Fosters atmosphere of acceptance/inclusion per EO/EEO policy.	<input checked="" type="checkbox"/>	- Measurably contributes to Navy's increased retention and reduced attrition objectives. - Proactive leader/exemplary mentor. Involved in subordinates' personal development leading to professional growth/sustained commitment. - Initiates support programs for military, civilian, and families to achieve exceptional Command and Organizational climate. - The model of achievement. Develops unit cohesion by valuing differences as strengths. <input type="checkbox"/>				
35. MILITARY BEARING/ CHARACTER Appearance, conduct, physical fitness, adherence to Navy Core Values. NOB <input type="checkbox"/>	- Consistently unsatisfactory appearance. - Unsatisfactory demeanor or conduct. - Unable to meet one or more physical readiness standards. - Fails to live up to one or more Navy Core Values: HONOR, COURAGE, COMMITMENT.		- Excellent personal appearance. - Excellent demeanor or conduct. - Complies with physical readiness program. - Always lives up to Navy Core Values: HONOR, COURAGE, COMMITMENT.		- Exemplary personal appearance. - Exemplary representative of Navy. - A leader in physical readiness. - Exemplifies Navy Core Values: HONOR, COURAGE, COMMITMENT. <input checked="" type="checkbox"/>				
36. TEAMWORK: Contributions towards team building and team results. NOB <input type="checkbox"/>	- Creates conflict, unwilling to work with others, puts self above team. - Fails to understand team goals or teamwork techniques. - Does not take direction well.		- Reinforces others' efforts, meets personal commitments to team. - Understands team goals, employs good teamwork techniques. - Accepts and offers team direction.	<input checked="" type="checkbox"/>	- Team builder, inspires cooperation and progress. - Talented mentor, focuses goals and techniques for team. - The best at accepting and offering team direction. <input type="checkbox"/>				
37. MISSION ACCOMPLISHMENT AND INITIATIVE: Taking initiative, planning/prioritizing, achieving mission. NOB <input type="checkbox"/>	- Lacks initiative. - Unable to plan or prioritize. - Does not maintain readiness. - Fails to get the job done.		- Takes initiative to meet goals. - Plans/prioritizes effectively. - Maintains high state of readiness. - Always gets the job done.	<input checked="" type="checkbox"/>	- Develops innovative ways to accomplish mission. - Plans/prioritizes with exceptional skill and foresight. - Maintains superior readiness, even with limited resources. - Gets jobs done earlier and far better than expected. <input type="checkbox"/>				

NAVPERS 16102 (03-02)



FITNESS REPORT AND COUNSELING RECORD (E7-O6) (cont 'd)

RCS BUPERS 1610-1

1. Name (Last, First MI Suffix) WARE, BRIAN T		2. Grade/Rate MSC		3. Desig SW/AW		(b) (6)	
PERFORMANCE TRAITS	1.0* Below Standards	2.0 Pro-gressing	3.0 Meets Standards	4.0 Above Standards	5.0 Greatly Exceeds Standards		
38. LEADERSHIP: Organizing, motivating and developing others to accomplish goals.	-Neglects growth/development or welfare of subordinates. -Fails to organize, creates problems for subordinates. -Does not set or achieve goals relevant to command mission and vision. -Lacks ability to cope with or tolerate stress. -Inadequate communicator. -Tolerates hazards or unsafe practices.		-Effectively stimulates growth/development in subordinates. -Organizes successfully, implementing process improvements and efficiencies. -Sets/achieves useful, realistic goals that support command mission. -Performs well in stressful situations. -Clear, timely communicator. -Ensures safety of personnel and equipment.		-Inspiring motivator and trainer, subordinates reach highest level of growth and development. -Superb organizer, great foresight, develops process improvements and efficiencies. -Leadership achievements dramatically further command mission and vision. -Perseveres through the toughest challenges and inspires others. -Exceptional communicator. -Makes subordinates safety-conscious, maintains top safety record. -Constantly improves the personal and professional lives of others.		
NOB <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
39. TACTICAL PERFORMANCE: (Warfare qualified officers only) Basic and tactical employment of weapons systems.	-Has difficulty attaining qualification expected for the rank and experience. -Has difficulty in ship(s), aircraft or weapons systems employment. -Below others in knowledge and employment. -Warfare skills in specialty are below standards compared to others of same rank and experience.		-Attains qualifications as required and expected. -Capably employs ship(s), aircraft, or weapons systems. Equal to others in warfare knowledge and employment. -Warfare skills in specialty equal to others of same rank and experience.		-Fully qualified at appropriate level for rank and experience. -Innovatively employs ship(s), aircraft, or weapons systems. Well above others in warfare knowledge and employment. -Warfare skills in specialty exceed others of same rank and experience.		
NOB <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
40. I recommend screening this individual for next career milestone(s) as follows: (maximum of two) Recommendations may be for competitive schools or duty assignments such as: LCPO, DEPT CPO, SEA, CMC, CWO, LDO, Dept Head, XO, OIC, CO, Major Command, War College, PG School.				LMS		CWO	
41. COMMENTS ON PERFORMANCE: * All 1.0 marks, three 2.0 marks, and 2.0 marks in Block 34 must be specifically substantiated in comments. Comments must be verifiable. Font must be 10 or 12 Pitch (10 or 12 Point) only. Use upper and lower case.							
Submitted upon MSC(SW/AW) Ware's transfer to USS GEORGE WASHINGTON (CVN 73). The Best of the Best! An integral leader onboard CORONADO! A culinary expert! Heavily involved in DOTT and the Command Mentorship Program. Highly effective leader -- Led CORONADO's Food Service Team in preparation for Supply Management and NEY Award Inspections resulting in the command receiving Honorable Mention and Runner-Up in consecutive years for the Captain Edward F. Ney Award for Excellence in Food Service. Team Player - Volunteered to aide the Food Service Division onboard USS BENFOLD (DDG-56) as Leading MS, training their MS's, implementing his healthy choice menu and preparing their ship for deployment. As a result BENFOLD earned a score of Outstanding on their SMI. Supervised the upgrade and renovation project to the CORONADO's Wardroom, adding his special touch to create a "5-Star" Hotel environment, praised by all officers and guests. Instrumental in the superior coordination and flawless execution of a highly successful VIP reception for COMTHIRDELT in Victoria, Canada. Regardless of complexity or magnitude of the task assigned, Chief Ware is a proven leader and rises above expectations. Inspires all, a true expert in his field. *****SELECT NOW FOR SENIOR CHIEF AND CWO*****							
Promotion Recommendation	NOB	Significant Problems	Progressing	Promotable	Must Promote	Early Promote	44. Reporting Senior Address COMMANDING OFFICER USS CORONADO (AGF 11) FPO AP 96662-3330
42. INDIVIDUAL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
43. SUMMARY	<input checked="" type="checkbox"/>	0	0	0	0	1	
45. Signature of Reporting Senior  Date: 15 Aug 03				46. Signature of Individual Evaluated. "I have seen this report, been apprised of my performance, and understand my right to make a statement." I intend to submit a statement. <input type="checkbox"/> do not intend to submit a statement. <input checked="" type="checkbox"/>  Date: 15 Aug 03			
Member Trait Average:		Summary Group Average: 4.50					
47. Typed name, grade, command, UIC, and signature of Regular Reporting Senior on Concurrent Report							
Date:							

NAVPERS 16102 (03-02)

FITNESS REPORT & COUNSELING RECORD (E7-O6)

RCS BUPERS 1610-1

1. Name (Last, First MI Suffix) WARE, BRIAN T		2. Grade/Rate MSC		3. Desig SW/AW		4. SSN (b) (6)	
5. ACT <input checked="" type="checkbox"/> TAR <input type="checkbox"/> INACT <input type="checkbox"/> AT/ADSW/265 <input type="checkbox"/>		6. UIC 21940		7. Ship/Station DDG-65 BENFOLD		8. Promotion Status REGULAR	
9. Date Reported 02MAY08		10. Periodic <input type="checkbox"/> 11. Of Individual <input type="checkbox"/> 12. Detachment of Reporting Senior <input type="checkbox"/> 13. Special <input checked="" type="checkbox"/>		14. Period of Report From: 02MAY08 To: 02SEP22		15. To: 02SEP22	
16. Not Observed Report <input type="checkbox"/> 17. Regular <input type="checkbox"/> 18. Concurrent <input checked="" type="checkbox"/> 19. Ops Cdr <input type="checkbox"/>		20. Physical Readiness P/WS		21. Billet Subcategory (if any) NA			
22. Reporting Senior (Last, FI MI) HILL, C R		23. Grade CDR		24. Desig 1110		25. Title CO	
		26. UIC 21940		27. SSN (b) (6)			
28. Command employment and command achievements. RAV/IMAV, Supply LTI, Ammo Onload, Combat Systems Groom, NFMT/SEMAT Visit, CART II/IA, Fleet Battle Experiment-Juliett, SMA, 3M Baseline, CMTQ, NIMBATGRU Sail/Missilex, TSTA-DC/ENG/CS.							
29. Primary/Collateral/Watchstanding duties. (Enter primary duty abbreviation in box.) FSO/S-2 LCPO Food Service Officer/S-2 Leading Chief Petty Officer-4. Responsible for the supervision, training and discipline of 11 Mess Management Specialists and 16 Food Service Attendants.							
For Mid-term Counseling Use. (When completing FITREP, enter 30 and 31 from counseling worksheet, sign 32.)		30. Date Counseled NOT REQ		31. Counselor		32. Signature of Individual Counseled	
PERFORMANCE TRAITS: 1.0 - Below standards/not progressing or UNSAT in any one standard; 2.0 - Does not yet meet all 3.0 standards; 3.0 - Meets all 3.0 standards; 4.0 - Exceeds most 3.0 standards; 5.0 - Meets overall criteria and most of the specific standards for 5.0. Standards are not all inclusive.							
PERFORMANCE TRAITS	1.0* Below Standards	2.0 Pro- gressing	3.0 Meets Standards	4.0 Above Standards	5.0 Greatly Exceeds Standards		
33. PROFESSIONAL EXPERTISE: Professional knowledge, proficiency, and qualifications.  NOB <input type="checkbox"/>	-Lacks basic professional knowledge to perform effectively. -Cannot apply basic skills. -Fails to develop professionally or achieve timely qualifications.		-Has thorough professional knowledge. -Competently performs both routine and new tasks. -Steadily improves skills, achieves timely qualifications.		-Recognized expert, sought after to solve difficult problems. -Exceptionally skilled, develops and executes innovative ideas. -Achieves early/highly advanced qualifications.		
34. COMMAND OR ORGANIZATIONAL CLIMATE-EQUAL OPPORTUNITY: Contributing to growth and development, human worth, community.  NOB <input type="checkbox"/>	-Actions counter to Navy's retention/reenlistment goals. -Uninvolved with mentoring or professional development of subordinates. -Actions counter to good order and discipline and negatively affect Command/Organizational climate. -Demonstrates exclusionary behavior. Fails to value differences from cultural diversity.		-Positive leadership supports Navy's increased retention goals. Active in decreasing attrition. -Actions adequately encourage/support subordinates' personal/professional growth. -Demonstrates appreciation for contributions of Navy personnel. Positive influence on Command climate. -Values differences as strengths. Fosters atmosphere of acceptance/inclusion per EO/EEO policy.		-Measurably contributes to Navy's increased retention and reduced attrition objectives. -Proactive leader/exemplary mentor. Involved in subordinates' personal development leading to professional growth/sustained commitment. -Initiates support programs for military, civilian, and families to achieve exceptional Command and Organizational climate. -The model of achievement. Develops unit cohesion by valuing differences as strengths.		
35. MILITARY BEARING CHARACTER: Appearance, conduct, physical fitness, adherence to Navy Core Values.  NOB <input type="checkbox"/>	-Consistently unsatisfactory appearance. -Unsatisfactory demeanor or conduct. -Unable to meet one or more physical readiness standards. -Fails to live up to one or more Navy Core Values: HONOR, COURAGE, COMMITMENT.		-Excellent personal appearance. -Excellent demeanor or conduct. -Complies with physical readiness program. -Always lives up to Navy Core Values: HONOR, COURAGE, COMMITMENT.		-Exemplary personal appearance. -Exemplary representative of Navy. -A leader in physical readiness. -Exemplifies Navy Core Values: HONOR, COURAGE, COMMITMENT.		
36. TEAMWORK: Contributions towards team building and team results.  NOB <input type="checkbox"/>	-Creates conflict, unwilling to work with others, puts self above team. -Fails to understand team goals or teamwork techniques. -Does not take direction well.		-Reinforces others' efforts, meets personal commitments to team. -Understands team goals, employs good teamwork techniques. -Accepts and offers team direction.		-Team builder, inspires cooperation and progress. -Talented mentor, focuses goals and techniques for team. -The best at accepting and offering team direction.		
37. MISSION ACCOMPLISHMENT AND INITIATIVE: Taking initiative, planning/prioritizing, achieving mission.  NOB <input type="checkbox"/>	-Lacks initiative. -Unable to plan or prioritize. -Does not maintain readiness. -Fails to get the job done.		-Takes initiative to meet goals. -Plans/prioritizes effectively. -Maintains high state of readiness. -Always gets the job done.		-Develops innovative ways to accomplish mission. -Plans/prioritizes with exceptional skill and foresight. -Maintains superior readiness, even with limited resources. -Gets jobs done earlier and far better than expected.		

NAVPERS 16102 (03-02)



FITNESS REPORT AND COUNSELING RECORD (E7-O6) (cont 'd)

RCS BUPERS 1610-1

1. Name (Last, First MI Suffix) WARE, BRIAN T		2. Grade/Rate MSC		3. Desig SW/AW		4. Code (b) (6)	
PERFORMANCE TRAITS	1.0* Below Standards	2.0 Pro- gressing	3.0 Meets Standards	4.0 Above Standards	5.0 Greatly Exceeds Standards		
38. LEADERSHIP: Organizing, motivating and developing others to accomplish goals.	<ul style="list-style-type: none"> <li>-Neglects growth/development or welfare of subordinates.</li> <li>-Fails to organize, creates problems for subordinates.</li> <li>-Does not set or achieve goals relevant to command mission and vision.</li> <li>-Lacks ability to cope with or tolerate stress.</li> <li>-Inadequate communicator.</li> <li>-Tolerates hazards or unsafe practices.</li> </ul>		<ul style="list-style-type: none"> <li>-Effectively stimulates growth/development in subordinates.</li> <li>-Organizes successfully, implementing process improvements and efficiencies.</li> <li>-Sets/achieves useful, realistic goals that support command mission.</li> <li>-Performs well in stressful situations.</li> <li>-Clear, timely communicator.</li> <li>-Ensures safety of personnel and equipment.</li> </ul>		<ul style="list-style-type: none"> <li>-Inspiring motivator and trainer, subordinates reach highest level of growth and development.</li> <li>-Superb organizer, great foresight, develops process improvements and efficiencies.</li> <li>-Leadership achievements dramatically further command mission and vision.</li> <li>-Perseveres through the toughest challenges and inspires others.</li> <li>-Exceptional communicator.</li> <li>-Makes subordinates safety-conscious, maintains top safety record.</li> <li>-Constantly improves the personal and professional lives of others.</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
39. TACTICAL PERFORMANCE: (Warfare qualified officers only) Basic and tactical employment of weapons systems.	<ul style="list-style-type: none"> <li>-Has difficulty attaining qualification expected for the rank and experience.</li> <li>-Has difficulty in ship(s), aircraft or weapons systems employment.</li> <li>-Below others in knowledge and employment.</li> <li>-Warfare skills in specialty are below standards compared to others of same rank and experience.</li> </ul>		<ul style="list-style-type: none"> <li>-Attains qualifications as required and expected.</li> <li>-Capably employs ship(s), aircraft, or weapons systems. Equal to others in warfare knowledge and employment.</li> <li>-Warfare skills in specialty equal to others of same rank and experience.</li> </ul>		<ul style="list-style-type: none"> <li>-Fully qualified at appropriate level for rank and experience.</li> <li>-Innovatively employs ship(s), aircraft, or weapons systems. Well above others in warfare knowledge and employment.</li> <li>-Warfare skills in specialty exceed others of same rank and experience.</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
40. I recommend screening this individual for next career milestone(s) as follows: (maximum of two) Recommendations may be for competitive schools or duty assignments such as: LCPO, DEPT CPO, SEA, CMC, CWO, LDO, Dept Head, XO, OIC, CO, Major Command, War College, PG School.				LDO/CWO PROGRAM		INSTRUCTOR /NFMT	
41. COMMENTS ON PERFORMANCE. * All 1.0 marks, three 2.0 marks, and 2.0 marks in Block 34 must be specifically substantiated in comments. Comments must be verifiable. Font must be 10 or 12 Pitch (10 or 12 Point) only. Use upper and lower case. Submitted upon member's completion of TEMDU onboard BENFOLD and return to CORONADO. Unquestionably THE BEST Mess Management Specialist Chief Petty Officer I have observed! In my own words at command quarters, "Chief Ware's performance onboard BENFOLD has proven that one Sailor can make a difference!" - Undisputed MASTER in the Culinary Arts. He has the remarkable talent to bring his creative imagination to life. His spectacular ambiance settings and food presentations amazed the crew, shipriders, VIP guests, and especially, the senior MS Assessors of ATG. - Superior knowledge of food service operations. His professional expertise, command presence and leadership elicited the finest performance of an undermanned and inexperienced Galley Team. He alone inspired them to achieve standards higher than they thought capable to improve food and customer service onboard to five-star excellence! - MISSION and TEAM oriented. Single-handedly orchestrated the first ever Sea Swap Pier Picnic. This successful event required him to manage the MS and FSA teams of 3 DDGs! - A true warrior-leader who commands the highest respect! Flawlessly led S-2 Division to achieve an impressive score of 91% in SMA, which upgraded the assessment to an SMI and qualified BENFOLD for the Supply Management Excellence "Blue E" Award. Embodiment of a Navy Chief. An EP if he was in my CPO's Mess. SELECT for E8 or LDO/CWO ABOVE ALL OTHERS. He is the Best! I want MSC Ware with me when I go in "harm's way".							
Promotion Recommendation	NOB	Significant Problems	Progressing	Promotable	Must Promote	Early Promote	44. Reporting Senior Address COMMANDING OFFICER USS BENFOLD (DDG-65) FPO AP 96661-1283
42. INDIVIDUAL						X	
43. SUMMARY		0	0	0	0	1	
45. Signature of Reporting Senior <i>[Signature]</i> Date: 120502				46. Signature of Individual Evaluated. "I have seen this report, been apprised of my performance, and understand my right to make a statement." I intend to submit a statement. <input type="checkbox"/> do not intend to submit a statement. <input checked="" type="checkbox"/>			
Member Trait Average:		Summary Group Average:		Date: 120602			
47. Typed name, grade, command, UIC, and signature of Regular Reporting Senior on Concurrent Report <i>[Signature]</i> DONEGAN, K M, CAPT, USS CORONADO, 07194 Date:							

NAVPER 1610-1 (03-02)





FITNESS REPORT AND COUNSELING RECORD (E7-06) (cont 'd)

RCS BUPERS 1610-1

1. Name of Ratee: WARE BRIAN T  
 2. Component: MSC  
 3. Duty Station: SW  
 4. (b) (6)

PERFORMANCE TRAITS	1P Below Standard	2P Fair	3P Meets Standard	4P Above Standard	5P Greatly Exceeds Standard	
34. LEADERSHIP: Organizing and developing others to accomplish goals.	- Fails to motivate, train or develop subordinates. - Fails to organize, control problems for subordinates. - Does not set or achieve goals relevant to command mission. - Lacks ability to cope with or tolerate stress. - Inadequate communication. - Neglects health or mental hygiene. - Does not attend to welfare of subordinates.		- Effectively motivates, trains and develops subordinates. - Organizes successfully, solves problems as they arise. - Establishes useful, realistic goals which support command mission. - Performs well in stressful situations. - Clear, steady communicator. - Shows safety of personnel and equipment. - Actively considers subordinates' personal and professional welfare.		- Inspiring motivator and trainer, consistently builds winners. - Sets priorities, plans, forecasts, sees ahead of problems. - Leadership subordinates dramatically better command mission. - Persuades through the toughest decisions and inspires others. - Excellent communicator. - Maintains excellent safety, sanitation, maintenance, and security record. - Actively improves the personal and professional lives of others.	
35. TACTICAL PERFORMANCE (Which qualified officers only) Shows and control equipment of weapons systems.	- Has difficulty attaining qualifications essential for the task or equipment. - Has difficulty to identify, identify or describe systems/equipment. Shows little to knowledge and application. - Weakness skills in quickly apply better standards to other of same rank and experience.		- Attains qualifications as required and expected. - Capable to identify, identify, or describe systems. Shows in-depth in weapon knowledge and employment. - Weakness skills in quickly apply to other of same rank and experience.		- Fully qualified at appropriate level for assigned equipment. - Capable to identify, identify, or describe systems/equipment. Well characterized in weapon knowledge and employment. - Weakness skills in quickly apply to other of same rank and experience.	

41. Increased authority (for individual for duty station substation) as follows (minimum of two) Recommendations may be for competitive schools or duty assignments such as LCPO, DEPT CPO, SEA, CMC, CWO, LDO, Dept Head, XO, OIC, CO, Major Command, War College, PG School  
 CWO/LDO      DEPT LCPO

41. COMMENTS ON PERFORMANCE: All 1P and 1.0 marks must be specifically substantiated in comments. Comments must be verifiable, both unadvised, and of other qualified type in applicable. Post must be 10 or 12 lines (14 or 12 lines) only. Use upper and lower case.  
 Exceptionally skilled Miss Specialist. He will be an ED. Aggressive, forthright and devoted. Displayed superior leadership capability as Wardroom LCPO during several major shipboard exercises.

\*35/37. Ultimate team player! Selflessly volunteered to serve as Leading Mess Specialist onboard USS BERNOLD for four months to assist with preparation for their Supply Management Assessment. His culinary knowledge and unmatched managerial expertise were cornerstones, as he vastly improved the crew's quality of service, meals and morale.  
 - Received laudatory comments from high ranking officials for providing consistent five star customer service for officers and guests during CORONADO and COMTHIRDFLT functions.  
 - Praised by Commanding Officer, USS BERNOLD as the ultimate role model for his crew.  
 - Aboard CORONADO Departmental retention was 92% and divisional retention was 100%.  
 - Supports Equal Opportunity Objectives with enthusiasm and participates with command events.

Straight forward, no nonsense leader whose ability to turn vision into reality had a positive impact on the CORONADO/COMTHIRDFLT Supply mission. Promote now to Senior Chief and select for LDO/CWO.

Prevention Recommendation	NOB	Significant Problems	Progressing	Promote	Meet Promote	Early Promote	44. Reporting Senior Address
42. INDIVIDUAL				X			COMMANDING OFFICER USS CORONADO (AGF 11) FPO AP 96662-3330
43. SUMMARY	X	0	0	9	5	4	

45. Signature of Reporting Senior: *[Signature]* Date: *2004 01*  
 46. Signature of Individual (Subordinate): *[Signature]* I intend to submit a statement.  I do not intend to submit a statement.

47. Typed name, grade, command, UIC, and signature of Regular Reporting Senior on Concurrent Report  
 Date: \_\_\_\_\_

CERTIFIED COPY  
 44-11111  
*[Signature]*





DEPARTMENT OF THE NAVY  
USS CORONADO (AGF 11)  
FPO AP 96862-3330

1610  
(b) (6)  
SER 01/100  
13 Aug 03

From: Commanding Officer, USS CORONADO (AGF 11)  
To: Commander, Navy Personnel Command, Pers-311, 5720  
Integrity Dr, Millington, TN 38055-8110

Subj: FITNESS REPORT ADMINISTRATIVE CHANGE

1. Identification of original report

a. Member (blocks 1-4): <sup>511-88-0714</sup> WARE, BRIAN THOMAS, MSC (SW/AW),  
(b) (6)


b. Period (blocks 14-15): 01NOV22 - 02AUG23

b. Reporting Senior (blocks 22, 27): BRANCH, T N,  
(b) (6)

2. Changes

a. Blocks 14: Change to 01OCT06 - 02AUG23.

3. Reason. Correct administrative error in original report, to  
account for time while attending Navy Leadership Training.

  
F. M. THOMASLEE  
By direction

Copy to:  
Service record

FITNESS REPORT & COUNSELING RECORD (E7-O6)

RCS BUPERS 1610-1

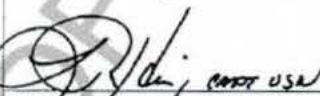
1. Name (Last, First MI Suffix) WARE, BRIAN T		2. Grade/Rate MSC		3. Desig SW/AW		4. SSN (b) (6)	
5. ACT <input checked="" type="checkbox"/> TAR <input type="checkbox"/> INACT <input type="checkbox"/> AT/ADSW/ 265 <input type="checkbox"/>		6. Reporting Senior 00245		7. Ship/Station NAVSTA SAN DIEGO		8. Pr Status REGULAR	
9. Date Reported 98DEC15		10. Periodic <input checked="" type="checkbox"/> Detachment <input type="checkbox"/> 11. of Individual <input type="checkbox"/>		12. Detachment of Reporting Senior <input type="checkbox"/>		13. Special <input type="checkbox"/>	
14. From: 00SEP15		15. To: 01SEP15		16. Not Observed Report <input type="checkbox"/>		17. Regular <input checked="" type="checkbox"/>	
18. Concurrent <input type="checkbox"/>		19. Ops Cdr <input type="checkbox"/>		20. Physical Readiness P/WS		21. Billet Subcategory (if any) NA	
22. Reporting Senior (Last, FI MI) HERING, L R		23. Grade CAPT		24. Desig 1110		25. Title CO	
26. UIC 00245		27. SSN (b) (6)		28. Command employment and command achievements. Logistic support of the operating forces of the Navy/assigned tenant commands. FY00 Admiral Zumwalt "Five Star" Accreditation, Environmental Community Stewardship, Health, Safety and Fitness Flagship, CNRSW Installation Excellence awards.			
29. Primary/Collateral/Watchstanding duties. (Enter primary duty abbreviation in box.) LEADING MS/LCP Leading Mess Management Specialist/LCPO-12. Responsible for daily operation, personnel, maintenance and management of \$5.6 million galley operation. Supervises 105 personnel. COLL: Command Assessment Team-12; Command Retention Team-12; Command Navy Relief Coordinator-12; Assistant Command CFC Coordinator-12. ACDO-5; CDO-7.							
30. Date COUNSELED 01MAR15		31. Counselor CWO4 BARCELON, M C		32. Signature of Individual COUNSELED <i>[Signature]</i>			
PERFORMANCE TRAITS: 1.0 - Below standards/not progressing or UNSAT in any one standard; 2.0 - Does not yet meet all 3.0 standards; 3.0 - Meets all 3.0 standards; 4.0 - Exceeds most 3.0 standards; 5.0 - Meets overall criteria and most of the specific standards for 5.0. Standards are not all inclusive.							
PERFORMANCE TRAITS	1.0* Below Standards	2.0 Pro- gressing	3.0 Meets Standards	4.0 Above Standards	5.0* Greatly Exceeds Standards		
33. PROFESSIONAL EXPERTISE: Professional proficiency, and qualifications. NOB <input type="checkbox"/>	-Lacks basic professional knowledge to perform effectively. -Cannot apply basic skills. -Fails to develop professionally or achieve timely qualifications.		-Has thorough professional knowledge. -Competently performs both routine and new tasks. -Steadily improves skills, achieves timely qualifications.		-Recognized expert, sought after to solve difficult problems. -Exceptionally skilled, develops and executes innovative ideas. -Achieves early/highly advanced qualifications.		
34. EQUAL OPPORTUNITY: Fairness, respect for human worth. NOB <input type="checkbox"/>	-Displays personal bias or engages in harassment. -Tolerates bias, unfairness or harassment in subordinates. -Lacks respect for EO objectives. -Interferes with order and discipline by disregarding rights of others.		-Always treats others with fairness and respect. -Does not condone bias or harassment in or outside of workplace. -Supports Navy EO objectives. -Contributes to unit cohesiveness and morale.		-Admired for fairness and human respect. -Ensures a climate of fairness and respect for human worth. -Pro-active EO leader, achieves concrete EO objectives. -Leader and model contributor to unit cohesiveness and morale.		
35. MILITARY BEARING/ CHARACTER: Appearance, conduct, Physical fitness, adherence to Navy Core Values. NOB <input type="checkbox"/>	-Consistently unsat appearance. -Unsatisfactory demeanor/conduct. -Unable to meet one or more physical readiness standards. -Fails to live up to one or more Navy Core Values: HONOR, COURAGE, COMMITMENT.		-Excellent personal appearance. -Excellent demeanor or conduct. -Complies with physical readiness program, within all standards. -Always lives up to Navy Core Values: HONOR, COURAGE, COMMITMENT.		-Exemplary personal appearance. -Exemplary representative of Navy. -Excellent or outstanding PRT. A leader in physical readiness. -Exemplifies Navy Core Values: HONOR, COURAGE, COMMITMENT.		
36. TEAMWORK: Contributions to team building and team results. NOB <input type="checkbox"/>	-Creates conflict, unwilling to work with others, puts self above team. -Fails to understand team goals or teamwork techniques. -Does not take directions well.		-Reinforces others' efforts, meets personal commitments to team. -Understands team goals, employs good teamwork techniques. -Accepts and offers team direction.		-Team builder, inspires cooperation and progress. -Talented mentor, focuses goals and techniques for team. -The best at accepting and offering team direction.		
37. MISSION ACCOMPLISHMENT AND INITIATIVE: Taking initiative, planning, Prioritizing, achieving mission. NOB <input type="checkbox"/>	-Lacks initiative. -Unable to plan or prioritize. -Does not maintain readiness. -Fails to get the job done.		-Takes initiative to meet goals. -Plans/prioritizes effectively. -Maintains high state of readiness. -Always gets the job done.		-Develops innovative ways to accomplish mission. -Plans/prioritizes with exceptional skill and foresight. -Maintains superior readiness, even with limited resources. -Gets jobs done earlier and far better than expected.		

NAVPERS 1092 (3-99)



FITNESS REPORT AND COUNSELING RECORD (E7-06) (cont 'd)

RCS BUPERS 1610-1

1. Name (Last, First MI Suffix) WARE, BRIAN T		2. Grade/Rate MSC		3. Desig SW/A		4. SSN (b) (6)	
PERFORMANCE TRAITS	1.0* Below Standards	2.0 Progressing	3.0 Meets Standards	4.0 Above Standards	5.0* Greatly Exceeds Standards		
38. LEADERSHIP: Organizing, motivating and developing others to accomplish goals.	- Fails to motivate, train or develop subordinates. - Fails to organize, creates problems for subordinates. - Does not set or achieve goals relevant to command mission. - Lacks ability to cope with or tolerate stress. - Inadequate communicator. - Tolerates hazards or unsafe practices. - Does not attend to welfare of subordinates.		- Effectively motivates, trains and develops subordinates. - Organizes successfully, solves problems as they occur. - Sets/achieves useful, realistic goals which support command mission. - Performs well in stressful situations. - Clear, timely communicator. - Ensures safety of personnel and equipment. - Routinely considers subordinates' personal and professional welfare.		- Inspiring motivator and trainer, consistently builds winners. - Superb organizer, great foresight, gets ahead of problems. - Leadership achievements dramatically further command mission. - Perseveres through the toughest challenges and inspires others. - Exceptional communicator. - Makes subordinates safety-conscious, maintains top safety record. - Constantly improves the personal and professional lives of others.	NOB <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	
39. TACTICAL PERFORMANCE: (Warfare qualified officers only) Basic and tactical employment of weapons systems.	- Has difficulty attaining qualification expected for the rank or experience. - Has difficulty in ship(s), aircraft or weapons systems employment. Below others in knowledge and employment. - Warfare skills in specialty are below standards compared to others of same rank and experience.		- Attains qualifications as required and expected. - Capably employs ship(s), aircraft, or weapons systems. Equal to others in warfare knowledge and employment. - Warfare skills in specialty equal to others of same rank and experience.		- Fully qualified at appropriate level for rank and experience. - Innovatively employs ship(s), aircraft, or weapons systems. Well above others in warfare knowledge and employment. - Warfare skills in specialty exceed others of same rank and experience.	NOB <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
40. I recommend screening this individual for next career milestone(s) as follows: (maximum of two) Recommendations may be for competitive schools or duty assignments such as: LCPO, DEPT CPO, SEA, CMC, CWO, LDO, Dept Head, XO, OIC, CO, Major Command, War College, PG School.				INSTRUCTOR /NFMT		LDO/CWO PROGRAM	
41. COMMENTS ON PERFORMANCE: * All 5.0 and 1.0 marks must be specifically substantiated in comments. Comments must be verifiable. Bold, underlined, italic, or other highlighted type is Prohibited. Font must be 10 or 12 Pitch (10 or 12 Point) only. Use upper and lower case. Tireless leader with great dedication for the continuous improvement of the overall food service operation. Extremely motivated and enthusiastic in every endeavor. *33 - Exceptional management of over 105 assigned personnel resulted in outstanding fleet messing support of an annual average of 400,000 high quality meals to over 130 tenant commands and ships of the U.S. Pacific Fleet. *35 - Impeccable military bearing. Scored outstanding on every physical readiness test. *36 - Led by example. Conducted regular weekly team building meetings while reinforcing team effort which resulted in numerous highly successful DV/VIP "Five Star" receptions for visiting Flag rank officials of the U.S. and foreign Armed Forces and other dignitaries. *37 - Directly contributed to Naval Station San Diego receiving the most coveted and prestigious FY01 Ashore Captain Edward F. Ney Award for Excellence in Food Service with a "Four Star" Accreditation from Commander-in-Chief, U.S. Pacific Fleet. Served as Command Liaison for highly successful joint regional agencies creation of the "Every Fifteen Minutes Think Before You Drink" Driving Safety Program distributed nationwide. *38 - Superior leadership and food service program management immeasurably improved the operational effectiveness of the galley and directly contributed to command mission accomplishment. Most strongly recommended as a must select for commissioning under the CWO/LDO Program at the earliest opportunity.							
Promotion Recommendation	NOB	Significant Problems	Progressing	Promotable	Must Promote	Early Promote	44. Reporting Senior Address COMMANDING OFFICER NAVAL STATION SAN DIEGO, CA 92136-5084
42. INDIVIDUAL						X	
43. SUMMARY		0	0	8	5	4	
45. Signature of Reporting Senior  Date: SEP 25 2001				46. Signature of Individual Evaluated. "I have seen this report, been apprised of my performance, and understand my right to submit a statement." I intend to submit a statement. <input type="checkbox"/> I do not intend to submit a statement. <input checked="" type="checkbox"/>			
47. Typed name, grade, command, UIC, and signature of Regular Reporting Senior on Concurrent Report  Date:							

NAVFORS 16102 (7-98)





DEPARTMENT OF THE NAVY

COMBATING OFFICER  
NAVAL STATION SAN DIEGO  
3488 DENNY RD  
SAN DIEGO, CALIFORNIA 92134-5004

IN REPLY REFER TO:  
1610  
(b) (6)  
26 Sep 2001

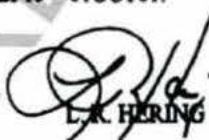
From: Commanding Officer, Naval Station San Diego  
To: Chief of Naval Personnel (Pers 322), 5720 Integrity Drive, Millington, TN 38055-3130  
Subj: FITNESS REPORT EXTENSION

1. Identification of original report

- a. Blocks 1-4: WARE, BRIAN T, MSC, SW/AW, (b) (6)
- b. Blocks 14-15: 00SEP15 - 01SEP15
- c. Blocks 17-19: REGULAR
- d. Blocks 22, 27: HERING, L R, (b) (6)

2. Extension data

- a. Blocks 10-13: Add 11. Detachment of Individual.
- b. Blocks 14-15: Change to 00SEP15 - 01OCT01.

  
L.R. HERING

Copy to:  
Field Service Record  
MSC(SW/AW) Ware

SLB 161  
RCS BUPERS 1610-1

EVALUATION REPORT: COUNSELING RECORD (E1-...)

Name (Last, First MI Suffix): **WARE, BRIAN T**      2. Rate: **MS1**      3. Desig: **SW/AW**      4. SSN: **(b) (6)**

5. ACT:     TAR:     INACT:     AT/ADSW/265:     6. UIC: **00245**    7. Ship/Station: **NAVBASE SAN DIEGO**    8. Promotion Status: **REGULAR**    9. Date Reported: **98DEC15**

10. Periodic:     Detachment:     Promotion/Frothing:     13. Special:     14. From: **99NOV16**    15. To: **00SEP14**

16. Not Observed Report:     Type of Report: **17. Regular**     18. Concurrent:     19.     20. Physical Readiness: **P/WS**    21. Billet Subcategory (if any): **NA**

22. Reporting Senior (Last, FI MI): **HERING, L R**    23. Grade: **CAPT**    24. Desig: **1110**    25. Title: **CO**    26. UIC: **00245**    27. SSN: **(b) (6)**

28. Command employment and command achievements.  
 Logistic support of the operating forces of the Navy and assigned tenant commands. Admiral Zumwalt "Five Star" Accreditation, CNRSW Drug Free Community Campaign and CINCPACFLT Regional Installation Excellence Award. Meritorious Unit Commendation.

29. Primary/Collateral/Watchstanding duties. (Enter primary duty abbreviation in box.)  
**GALLEY LPO** Galley Leading Petty Officer-10. Responsible for the daily operation of the galley. Supervises 45 military 56 civilian personnel. COLL: Regional Training Team LPO-10. Command Assessment Team Member-10. Command Retention Team Member-10. Command Navy Relief Coordinator-10. Asst. Command CFC Coordinator-10. WATCH: Command ACDO-7.

For Mid-term Counseling Use. (When completing EVAL, enter 30 and 31 from counseling record, sign 32.)    30. Date Counseled: **NOT REQ**    31. Counselor: **HARGREAVES, K L**    32. Signature of Individual Counseled: *[Signature]*

PERFORMANCE TRAITS: 1.0 - Below standards/not progressing or UNSAT in any one standard; 2.0 - Does not yet meet all 3.0 standards; 3.0 - Meets all 3.0 standards; 4.0 - Exceeds most 3.0 standards; 5.0 - Meets overall criteria and most of the specific standards for 3.0. Standards are not all inclusive.

PERFORMANCE TRAITS	1.0* Below Standards	2.0 Pro- gressing	3.0 Meets Standards	4.0 Above Standards	5.0* Greatly Exceeds Standards
33. PROFESSIONAL KNOWLEDGE: Technical knowledge and practical application.  NOB <input type="checkbox"/>	-Marginal knowledge of rating, specialty or job. -Unable to apply knowledge to solve routine problems. -Fails to meet advancement/PQS requirements.		-Strong working knowledge of rating, specialty and job. -Reliably applies knowledge to accomplish tasks. -Meets advancement/PQS requirements on time.	<input checked="" type="checkbox"/>	-Recognized expert, sought out by all for technical knowledge. -Uses knowledge to solve complex technical problems. -Meets advancement/PQS requirements early/with distinction.
34. QUALITY OF WORK: Standard of work; value of end product.  NOB <input type="checkbox"/>	-Needs excessive supervision. -Product frequently needs rework. -Wasteful of resources.		-Needs little supervision. -Produces quality work. Few errors and resulting rework. -Uses resources efficiently.		-Needs no supervision. -Always produces exceptional work. No rework required. -Maximizes resources.
35. EQUAL OPPORTUNITY: Fairness, respect for human worth.  NOB <input type="checkbox"/>	-Displays personal bias or engages in harassment. -Tolerates bias, unfairness or harassment in subordinates. -Lacks respect for EO objectives.  -Interferes with order and discipline by disregarding rights of others.		-Always treats others with fairness and respect. -Does not condone bias or harassment in or outside of workplace. -Supports Navy EO objectives.  -Contributes to unit cohesiveness and morale.		-Admired for fairness and human respect. -Ensures a climate of fairness and respect for human worth. -Pro-active EO leader, achieves concrete EO objectives. -Leader and model contributor to unit cohesiveness and morale.
36. MILITARY BEARING/ CHARACTER: Appearance, conduct, physical fitness, adherence to Navy Core Values. NOB <input type="checkbox"/>	-Consistently unsat appearance. -Unsatisfactory demeanor/conduct. -Unable to meet one or more physical readiness standards. -Fails to live up to one or more Navy Core Values: HONOR, COURAGE, COMMITMENT.		-Excellent personal appearance. -Excellent demeanor or conduct. -Complies with physical readiness program, within all standards. -Always lives up to Navy Core Values: HONOR, COURAGE, COMMITMENT.		-Exemplary personal appearance. -Exemplary representative of Navy. -Excellent or outstanding PRT. A leader in physical readiness. -Exemplifies Navy Core Values: HONOR, COURAGE, COMMITMENT.
37. PERSONAL JOB ACCOMPLISHMENT/ INITIATIVE: Responsibility, quantity of work. NOB <input type="checkbox"/>	-Needs prodding to attain qualification or finish job. -Prioritizes poorly. -Avoids responsibility.		-Productive and motivated. Completes tasks and qualifications fully and on time. -Plans/prioritizes effectively. -Reliable, dependable, willingly accepts responsibility.		-Energetic self-starter. Completes tasks or qualifications early, far better than expected. -Plans/prioritizes with exceptional skill and foresight. -Seeks extra responsibility and takes on the hardest jobs.

NAVPERS 16102 (7-95)

(Encl. #1)



Dec-23-02 11:13am From: COV [redacted]

Dec 23 02 10:07a USS Coronado

619-524-9592 01/01 F-564 p. 3

EVALUATION REPORT & COUNSELING RECORD (E1-E6) (cont 'd)

Name (Last, First MI Suffix) **WARE, BRIAN T** 2. Rate **MS1** 3. Desig **SW/AW** (b) (6)

PERFORMANCE TRAITS	1.0 Below Standards	2.0 Progressing	3.0 Meets Standards	4.0 Above Standards	5.0 Greatly Exceeds Standards
<b>1. TEAMWORK:</b> Contributions to team building and maintenance. NOB <input type="checkbox"/>	<ul style="list-style-type: none"> <li>Creates conflict, unwilling to work with others, puts self above team.</li> <li>Fails to understand team goals or teamwork techniques.</li> <li>Does not take direction well.</li> </ul>		<ul style="list-style-type: none"> <li>Reinforces others' efforts, meets commitments to team.</li> <li>Understands goals, employs good teamwork techniques.</li> <li>Accepts and offers team direction.</li> </ul>		<ul style="list-style-type: none"> <li>Team builder, respects cooperation and progress.</li> <li>Focuses goals and techniques for team.</li> <li>The best at accepting and offering team direction.</li> </ul>
<b>2. LEADERSHIP:</b> Optional for E1-E3: Inspiring and motivating others to accomplish goals. NOB <input type="checkbox"/>	<ul style="list-style-type: none"> <li>Fails to motivate, train or develop subordinates.</li> <li>Fails to organize, create problems for subordinates.</li> <li>Does not set or achieve goals relevant to command mission.</li> <li>Lacks ability to cope with or tolerate stress.</li> <li>Inadequate communicator.</li> <li>Tolerates hazards or unsafe practices.</li> <li>Does not attend to welfare of subordinates.</li> </ul>		<ul style="list-style-type: none"> <li>Effectively motivates, trains and develops subordinates.</li> <li>Organizes successfully, solves problems as they occur.</li> <li>Sets/achieves goals, realistic goals which support command mission.</li> <li>Performs and leads effectively in stressful situations.</li> <li>Clear, timely communicator.</li> <li>Ensures safety of personnel and equipment.</li> <li>Routinely considers subordinates' personal and professional welfare.</li> </ul>		<ul style="list-style-type: none"> <li>Inspiring motivator and trainer, consistently builds winners.</li> <li>Superb organizer, great foresight, gets ahead of problems.</li> <li>Leadership achievements significantly further command mission.</li> <li>Performs through the toughest challenges and inspires others.</li> <li>Exceptional communicator.</li> <li>Makes subordinates safety-conscious, has top safety record.</li> <li>Constantly improves the personal and professional lives of others.</li> </ul>

40. Individual Trait Avg. (Sum of trait scores divided by number of graded traits) **4.86**

41. I recommend the individual for (check one) Advancement, a Rating, Sea Special Program, Short Special Program, Career/Training Program, Special Warfare Program, Navy Incentive Duty, ODR (Be specific)

42. I grant you 100% (Type 1 Mark & Rate) I also received the highest quality and the highest performance rating in the command for the maintenance of this L2 and R2.  
*HARGREAVES, K L, MSC (SW/AW)* Date: **14 Sept 2002**

43. COMMENTS ON PERFORMANCE: \* All 5.0 and 1.0 marks must be specifically substantiated in comments. Comments must be verifiable. Boas, underlined, italic, or other highlights type is prohibited. Font must be 10 or 12 Pitch (10 or 12 point) only. Use upper and lower case.  
 This evaluation is submitted on the occasion of MS1 (SW/AW) Ware being frocked to Chief Petty Officer.  
 \*34- Petty Officer Ware's dedication and professionalism played a major role in highly successful major galley events, such as Summer celebration, Surface Line Week Picnic, Asian-American Heritage Month, MCPON Luncheon, Christmas in July and Mainstreet Clean-up. Released an album about Drinking and Driving, played at all base clubs in San Diego.  
 \*35- Pro-active EO Leader. Achieved EO objectives working close with the Command Assessment Team and Command Retention Team. Coordinated the first computer-based command assessment survey program and surpassed the command's goal for participation. He managed the Navy Relief Program, which raised over \$5,000 in command events.  
 \*36- Received an outstanding on the Annual FRT. Impeccable military appearance.  
 \*37- His precise planning and managerial skills were a key in achieving "Four Star" accreditation by preparing an in-depth executive summary for the food service division.  
 \*38- Driving force behind numerous special meals, accomplished all tasks and projects.  
 \*39- Petty Officer Ware is an exceptional Petty Officer whose leadership, management skills, initiative and commitment to excellence have revitalized the Naval Base Galley.

44. QUALIFICATIONS/ACHIEVEMENTS - Education, awards, community involvement, etc., during this period  
 Navy Achievement Medal 3rd Award. LOA, Naval Surface Force, U.S. Pacific Fleet. IOA, Commander Naval Supply Systems Command. CPO Indoctrination Course. 5k Run (Cure Autism)

Promotion Recommendation	NOB	Significant Problems	Progressing	Promotable	Must Promote	Early Promote	47. Retention: Not Recommended <input type="checkbox"/> Recommended <input checked="" type="checkbox"/>
45. INDIVIDUAL						X	48. Reporting Senior Address COMMANDING OFFICER NAVAL BASE SAN DIEGO SAN DIEGO, CA 92136
46. SUMMARY	X	0	0	0	0	1	

49. Signature of Senior Ratee (Type Name & Grade/Rate). I have reviewed the evaluation of all Reporters and the performance evaluation and have provided written explanation to support the marks of 1.0 and 5.0.  
*BARCELON M.C., CWO4, SC, USN* Date: **16 Oct 2002**

50. Signature of Reporting Senior  
*[Signature]* Date: **9/14/02**

51. Signature of Individual Evaluated. I have seen this report, been apprized of my performance, and understand my right to submit a statement.  
 I intend to submit a statement  I do not intend to submit a statement   
 Date: **16 Oct 2002**

52. Type name, grade, rank, UIC, and signature of Report Evaluator, Senior or Counselor Report  
 Date:



EVALUATION REPORT & COUNSELING RECORD (E1-E6)

RCS BUPERS 1610-1

1. Name (Last, First MI Suffix) WARE, BRIAN T				2. Rate MS1	3. Desig SW/AW	(b) (6)	
5. ACT <input checked="" type="checkbox"/>	TAR <input type="checkbox"/>	INACT <input type="checkbox"/>	AT/ADSW/ 265 <input type="checkbox"/>	6. UIC 00245	7. Ship/Station NAVSTA SAN DIEGO C	8. Promotion Status REGULAR	9. Date Reported 98DEC15
Occasion for Report 10. Periodic <input checked="" type="checkbox"/>		Detachment 11. of Individual <input type="checkbox"/>		Promotion/ 12. Frocking <input type="checkbox"/>		13. Special <input type="checkbox"/>	
Period of Report 14. From: 98OCT02		15. To: 99NOV15		20. Physical Readiness P/WS		21. Billet Subcategory (if any) NA	
16. Not Observed Report <input type="checkbox"/>		Type of Report 17. Regular <input checked="" type="checkbox"/>		18. Concurrent <input type="checkbox"/>		19. <input type="checkbox"/>	
22. Reporting Senior (Last, FI MI) HERING, L R		23. Grade CAPT		24. Desig 1110		25. Title CO	
		26. UIC 00245		27. (b) (6)			
28. Command employment and command achievements. Logistic support of the operating forces of the Navy/assigned tenant commands. CINCPACFLT '98 Golden Anchor, Admiral Zumwalt "Five Star" accreditation and COMNAVREGSW '98 Community Service (Environmental Stewardship (Shore) Category) awards.							
29. Primary/Collateral/Watchstanding duties. (Enter primary duty abbreviation in box.) GALLEY LPO Galley Leading Petty Officer-11. Responsible for the daily operation of the galley. Supervises 45 military 56 civilian personnel. COLL: regional Training Team LPO, Command Assessment Team Member, Command Retention Team Member, Command PRT Coordinator, Supply Dept Career Counselor. WATCH: Duty Supply. LV/TDY: 98OCT02-98DEC14.							
For Mid-term Counseling Use. (When completing EVAL, enter 30 and 31 from counseling record, sign 32.)				30. Date Counseled 99MAY15	31. Counselor HARGREAVES, K L		32. Signature of Individual Counseled <i>[Signature]</i>
PERFORMANCE TRAITS: 1.0 - Below standards/not progressing or UNSAT in any one standard; 2.0 - Does not yet meet all 3.0 standards; 3.0 - Meets all 3.0 standards; 4.0 - Exceeds most 3.0 standards; 5.0 - Meets overall criteria and most of the specific standards for 5.0. Standards are not all inclusive.							
PERFORMANCE TRAITS	1.0* Below Standards	2.0 Pro- gressing	3.0 Meets Standards	4.0 Above Standards	5.0* Greatly Exceeds Standards		
33. PROFESSIONAL KNOWLEDGE: Technical knowledge and practical application.  NOB <input type="checkbox"/>	-Marginal knowledge of rating, specialty or job. -Unable to apply knowledge to solve routine problems. -Fails to meet advancement/PQS requirements.		-Strong working knowledge of rating, specialty and job. -Reliably applies knowledge to accomplish tasks. -Meets advancement/PQS requirements on time.		-Recognized expert, sought out by all for technical knowledge. -Uses knowledge to solve complex technical problems. -Meets advancement/PQS requirements early/with distinction.		
34. QUALITY OF WORK: Standard of work; value of end product.  NOB <input type="checkbox"/>	-Needs excessive supervision. -Product frequently needs rework. -Wasteful of resources.		-Needs little supervision. -Produces quality work. Few errors and resulting rework. -Uses resources efficiently.		-Needs no supervision. -Always produces exceptional work. No rework required. -Maximizes resources.		
35. EQUAL OPPORTUNITY: Fairness, respect for human worth.  NOB <input type="checkbox"/>	-Displays personal bias or engages in harassment. -Tolerates bias, unfairness or harassment in subordinates. -Lacks respect for EO objectives.  -Interferes with order and discipline by disregarding rights of others.		-Always treats others with fairness and respect. -Does not condone bias or harassment in or outside of workplace. -Supports Navy EO objectives.  -Contributes to unit cohesiveness and morale.		-Admired for fairness and human respect. -Ensures a climate of fairness and respect for human worth. -Pro-active EO leader, achieves concrete EO objectives. -Leader and model contributor to unit cohesiveness and morale.		
36. MILITARY BEARING/ CHARACTER: Appearance, conduct, physical fitness, adherence to Navy Core Values.  NOB <input type="checkbox"/>	-Consistently unsat appearance. -Unsatisfactory demeanor/conduct. -Unable to meet one or more physical readiness standards. -Fails to live up to one or more Navy Core Values: HONOR, COURAGE, COMMITMENT.		-Excellent personal appearance. -Excellent demeanor or conduct. -Complies with physical readiness program, within all standards. -Always lives up to Navy Core Values: HONOR, COURAGE, COMMITMENT.		-Exemplary personal appearance. -Exemplary representative of Navy. -Excellent or outstanding PRT. A leader in physical readiness. -Exemplifies Navy Core Values: HONOR, COURAGE, COMMITMENT.		
37. PERSONAL JOB ACCOMPLISHMENT/ INITIATIVE: Responsibility, quantity of work.  NOB <input type="checkbox"/>	-Needs prodding to attain qualification or finish job.  -Prioritizes poorly.  -Avoids responsibility.		-Productive and motivated. Completes tasks and qualifications fully and on time. -Plans/prioritizes effectively.  -Reliable, dependable, willingly accepts responsibility.		-Energetic self-starter. Completes tasks or qualifications early, far better than expected. -Plans/prioritizes with exceptional skill and foresight. -Seeks extra responsibility and takes on the hardest jobs.		

NAVPERS 1610/2 (7-95)

EVALUATION REPORT & COUNSELING RECORD (E1-E6) (cont 'd)

PCS BUPERS 1610-1

1. Name (Last, First MI Suffix) WARE, BRIAN T		2. Rate MS1		3. Desig SW/AW		(b) (6)	
PERFORMANCE TRAITS	1.0* Below Standards	2.0 Progressing	3.0 Meets Standards	4.0 Above Standards	5.0* Greatly Exceeds Standards		
38. TEAMWORK: Contributions to team building and team results NOB <input type="checkbox"/>	- Creates conflict, unwilling to work with others, puts self above team. - Fails to understand team goals or teamwork techniques. - Does not take direction well.	<input type="checkbox"/>	- Reinforces others' efforts, meets commitments to team. - Understands goals, employs good teamwork techniques. - Accepts and offers team direction.	<input type="checkbox"/>	- Team builder, inspires cooperation and progress. - Focuses goals and techniques for teams. - The best at accepting and offering team direction.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
39. LEADERSHIP: (Optional for E1-E3) Organizing, motivating and developing others to accomplish goals. NOB <input type="checkbox"/>	- Fails to motivate, train or develop subordinates. - Fails to organize, creates problems for subordinates. - Does not set or achieve goals relevant to command mission. - Lacks ability to cope with or tolerate stress. - Inadequate communicator. - Tolerates hazards or unsafe practices. - Does not attend to welfare of subordinates.	<input type="checkbox"/>	- Effectively motivates, trains and develops subordinates. - Organizes successfully, solves problems as they occur. - Sets/achieves useful, realistic goals which support command mission. - Performs and leads effectively in stressful situations. - Clear, timely communicator. - Ensures safety of personnel and equipment. - Routinely considers subordinates' personal and professional welfare.	<input type="checkbox"/>	- Inspiring motivator and trainer, consistently builds winners. - Superb organizer, great foresight, gets ahead of problems. - Leadership achievements significantly furthers command mission. - Perseveres through the toughest challenges and inspires others. - Exceptional communicator. - Makes subordinates safety-conscious, has top safety record. - Constantly improves the personal and professional lives of others.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
40. Individual Trait Avg. total of trait scores divided by number of graded traits <b>4.57</b>	41. I recommend this individual for (maximum of two): Assignment in Rating, Sea Special Programs, Shore Special Programs, Commissioning Programs, Special Warfare Programs, Rating Instructor Duty, Other. (Be specific) <b>CWO PROGRAM</b>   <b>SPECIAL DUTY</b>		42. Signature of Rater (Typed Name & Rate): I have evaluated this member against the above performance standards and have forwarded written explanation of marks 1.0 and 5.0. <i>[Signature]</i> Date: <b>28 Dec 99</b> <b>MCPHERSON, R, MSC (SW) USN</b>				
43. COMMENTS ON PERFORMANCE: * All 5.0 and 1.0 marks must be specifically substantiated in comments. Comments must be verifiable. Bold, underlined, italic, or other highlighted type is prohibited. Font must be 10 or 12 Pitch (10 or 12 point) only. Use upper and lower case. - Petty Officer Ware has demonstrated unparalleled devotion and professionalism in the performance of his duties as Leading Petty Officer for Naval Station Galley.  *34- Instituted tri-weekly training program for the Division. Selected by program manager to be the Regional Training LPO. Supported all major galley evolutions such as Summer Celebration and Independence Day cookout, Surface Line Week Picnic, Asian American Pacific Heritage Month, "XMAS in July" and Hawaiian Luau. *35- Pro-active EO leader, achieves concrete EO objectives working closely with the Command Assessment Team and Command Retention Team. Played an important role in the command receiving the "Golden Anchor Award". Admired for fairness by his peers. *36- Received outstanding on Annual PRT. Impeccable military appearance. *37- Energetic self-starter. Selected as Senior Sailor of the Quarter for Naval Station San Diego FY-99 Second Quarter. Completes all tasks or assignments with results that far exceed all expectations.  - Petty Officer Ware continues to exhibit excellent technical and professional abilities.							
44. QUALIFICATIONS/ACHIEVEMENTS - Education, awards, community involvement, etc., during this period. Awarded 3rd Good Conduct Medal, LOC and LOA from CO NAVSTA San Diego. Completed 1st Class Leadership Course, MS "C" School, State and Government 2 from Central Texas College.							
Promotion Recommendation	NOB	Significant Problems	Progressing	Promotable	Must Promote	Early Promote	47. Retention: Not Recommended <input type="checkbox"/> Recommended <input checked="" type="checkbox"/>
45. INDIVIDUAL	<input checked="" type="checkbox"/>					X	48. Reporting Senior Address COMMANDING OFFICER NAVAL STATION SAN DIEGO, CA 92136
46. SUMMARY		1	0	17	18	9	
49. Signature of Senior Rater (Typed Name & Grade/Rate): I have reviewed the evaluation of this member against these performance standards and have provided written explanation to support the marks of 1.0 and 5.0. <i>[Signature]</i> Date: <b>28 Dec 99</b> <b>BARCELON M. C., CWO4, SC, USN</b>				50. Signature of Reporting Senior <i>[Signature]</i> Date: <b>12 DEC 1999</b>			
51. Signature of Individual Evaluated. "I have seen this report, been apprised of my performance, and understand my right to submit a statement." I intend to submit a statement. <input type="checkbox"/> I do not intend to submit a statement. <input checked="" type="checkbox"/> <i>[Signature]</i> Date: <b>29 Dec 99</b>				52. (Optional) Signature of Reporting Senior on Comments Report Date:			

NAVPERS 16192 (7-98)



EVALUATION REPORT & COUNSELING RECORD (E1 - E6)

RCS BUPERS 1610-1

1. Name (Last, First MI Suffix) WARE, BRIAN T		2. Rate MS1		3. Desig SW/AW		(b) (6)	
5. ACT <input checked="" type="checkbox"/> TAR <input type="checkbox"/> INACT <input type="checkbox"/> AT/ADSW/ <input type="checkbox"/> 265		6. UIC 03364		7. Ship/Station CV 64 CONSTELLATION		8. Promotion Status REGULAR	
9. Date Reported 94JUN30		10. Occasion for Report Periodic <input type="checkbox"/> Detachment <input type="checkbox"/> Promotion/Frocking <input type="checkbox"/> Special <input type="checkbox"/> Individual <input checked="" type="checkbox"/>		11. Period of Report 14. From: 97NOV16		15. To: 98OCT01	
16. Not Observed Report <input type="checkbox"/>		17. Regular <input checked="" type="checkbox"/>		18. Concurrent <input type="checkbox"/>		19. Physical Readiness P/WS <input type="checkbox"/>	
20. Physical Readiness P/WS		21. Billet Subcategory (if any) NA		22. Reporting Senior (Last, FI MI) FRAZIER, M W		23. Grade LCDR	
24. Desig 6510		25. Title SERVICES OFF		26. UIC 03364		27. (b) (6)	
28. Command employment and command achievements. Upkeep/FRS CQ/INSURV-4, SRA/LOA-3, Vancouver Visit/DSRA-3, Upkeep/CART II/Flight Deck Certification/FRS CQ-2. Achievement: FY-97 CINCPACFLT Silver Anchor Award, 1997 COMNAVAIRPAC Supply Blue "E", Best Sales and Service Award finalist.							
29. Primary/Collateral/Watchstanding duties. (Enter primary duty abbreviation in box.) MAA LPO Mess Deck Master-at-Arms Leading Petty Officer-6. Responsible for the supervision of Mess Deck Master-at-Arms and Food Service Attendants. Galley Watch Captain-4. COLL: Command Assessment Team member-11, ESWS/EAWS Instructor/Qualifier, Divisional Career Counselor-11, Warrior of the Quarter Board-1, and Training PO-11.							
30. Date Counseled 98MAY15		31. Counselor HURST, J W		32. Signature of Individual Counseled <i>[Signature]</i>			
PERFORMANCE TRAITS: 1.0 - Below standards/not progressing or UNSAT in any one standard; 2.0 - Does not yet meet all 3.0 standards; 3.0 - Meets all 3.0 standards; 4.0 - Exceeds most 3.0 standards; 5.0 - Meets overall criteria and most of the specific standards for 5.0. Standards are not all inclusive.							
PERFORMANCE TRAITS	1.0* Below Standards	2.0 Pro-gressing	3.0 Meets Standards	4.0 Above Standards	5.0* Greatly Exceeds Standards		
33. PROFESSIONAL KNOWLEDGE: Technical knowledge and practical application. NOB <input type="checkbox"/>	- Marginal knowledge of rating, specialty or job. - Unable to apply knowledge to solve routine problems. - Fails to meet advancement/PQS requirements.	-	- Strong working knowledge of rating, specialty and job. - Reliably applies knowledge to accomplish tasks. - Meets advancement/PQS requirements on time.	-	- Recognized expert, sought out by all for technical knowledge. - Uses knowledge to solve complex technical problems. - Meets advancement/PQS requirements early/with distinction.		
34. QUALITY OF WORK: Standard of work; value of end product. NOB <input type="checkbox"/>	- Needs excessive supervision. - Product frequently needs rework. - Wasteful of resources.	-	- Needs little supervision. - Produces quality work. Few errors and resulting rework. - Uses resources efficiently.	-	- Needs no supervision. - Always produces exceptional work. No rework required. - Maximizes resources.		
35. EQUAL OPPORTUNITY: Fairness, respect for human worth. NOB <input type="checkbox"/>	- Displays personal bias or engages in harassment. - Tolerates bias, unfairness or harassment in subordinates. - Lacks respect for EO objectives. - Interferes with order and discipline by disregarding rights of others.	-	- Always treats others with fairness and respect. - Does not condone bias or harassment in or outside of workplace. - Supports Navy EO objectives. - Contributes to unit cohesiveness and morale.	-	- Admired for fairness and human respect. - Ensures a climate of fairness and respect for human worth. - Pro-active EO leader, achieves concrete EO objectives. - Leader and model contributor to unit cohesiveness and morale.		
36. MILITARY BEARING/ CHARACTER: Appearance, conduct, physical fitness, adherence to Navy Core Values. NOB <input type="checkbox"/>	- Consistently unsat appearance. - Poor self-control; conduct resulting in disciplinary action. - Unable to meet one or more physical readiness standards. - Fails to live up to one or more Navy Core Values: HONOR, COMMITMENT, COURAGE.	-	- Excellent personal appearance. - Excellent conduct, conscientiously complies with regulations. - Complies with physical readiness program, within all standards. - Always lives up to Navy Core Values: HONOR, COMMITMENT, COURAGE.	-	- Exemplary personal appearance. - Model of conduct, on and off duty. - Excellent or outstanding PRT. A leader in physical readiness. - Exemplifies Navy Core Values: HONOR, COMMITMENT, COURAGE.		
37. PERSONAL JOB ACCOMPLISHMENT/ INITIATIVE: Responsibility, quantity of work. NOB <input type="checkbox"/>	- Needs prodding to attain qualification or finish job. - Prioritizes poorly. - Avoids responsibility.	-	- Productive and motivated. Completes tasks and qualifications fully and on time. - Plans/prioritizes effectively. - Reliable, dependable, willingly accepts responsibility.	-	- Energetic self-starter. Completes tasks or qualifications early, far better than expected. - Plans/prioritizes wisely and with exceptional foresight. - Seeks extra responsibility and takes on the hardest jobs.		

NAVPERS 1616/26 (7-95)



EVALUATION REPORT COUNSELING RECORD (E1 - E6) (cont'd)

RCS BUPERS 1610-1

1. Name (Last, First MI Suffix) WARE, BRIAN T		2. Rate MS1		3. Desig SW/AW		4. SSN (b) (6)	
PERFORMANCE TRAITS	1.0* Below Standards	2.0 Pro- gressing	3.0 Meets Standards		4.0 Above Standards	5.0* Greatly Exceeds Standards	
38. TEAMWORK: Contributions to team building and team results.	- Creates conflict, unwilling to work with others, puts self above team. - Fails to understand team goals or teamwork techniques. - Does not take direction well.	-	- Reinforces others' efforts, meets commitments to team. - Understands goals, employs good teamwork techniques. - Accepts and offers team direction.		-	- Team builder, inspires cooperation and progress. - Focuses goals and techniques for teams. - The best at accepting and offering team direction.	
NOB <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
39. LEADERSHIP: (Optional for E1-E3) Organizing, motivating and developing others to accomplish goals.	- Fails to motivate, train or develop subordinates. - Fails to organize, creates problems for subordinates. - Does not set or achieve goals relevant to command mission. - Lacks ability to cope with or tolerate stress. - Inadequate communicator. - Tolerates hazards or unsafe practices. - Does not attend to welfare of subordinates.	-	- Effectively motivates, trains and develops subordinates. - Organizes successfully, solves problems as they occur. - Sets/achieves useful, realistic goals which support command mission. - Performs and leads effectively in stressful situations. - Clear, timely communicator. - Ensures safety of personnel and equipment. - Routinely considers subordinates' personal and professional welfare.		-	- Inspiring motivator and trainer, consistently builds winners. - Superb organizer, great foresight, gets ahead of problems. - Leadership achievements significantly further command mission. - Perseveres through the toughest challenges and inspires others. - Exceptional communicator. - Makes subordinates safety-conscious, has top safety record. - Constantly improves the personal and professional lives of others.	
NOB <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
40. Individual Trait Avg. Total of trait scores divided by number of graded traits.	41. I recommend this individual for (maximum of two): Assignment in Rating, Sea Special Programs, Share Special Programs, Commissioning Programs, Special Warfare Programs, Rating Instructor Duty, Other. (Be specific.)		42. Signature of Rater (Typed Name & Rate): I have evaluated this member against the above performance standards and have forwarded written explanation of marks 1.0 and 5.0.				
4.43	SPECIAL SEA PROG.		INSTRUCTOR DUTY		Date: PINEDA, W G, MSCS (SW)		
43. COMMENTS ON PERFORMANCE: * All 5.0 and 1.0 marks must be specifically substantiated in comments. No numerical ranking permitted. Comments must be verifiable. Bold, underlined, italic, or other highlighted type is prohibited. Font must be 10 or 12 pitch (10 to 12 point) only. Use upper and lower case.							
This evaluation is submitted upon the occasion of MS1 Ware's transfer to 32 St. Naval Station, San Diego.							
Superb First Class Petty Officer. Energetic and aggressive.							
*34. Consistently maintains accurate accountability of 124 TAD FSA billets on board Constellation. Key player in the preparation and presentation of food services spaces, resulting in the 1997 COMNAVAIRPAC Supply Blue "E".							
*37. Instrumental leader establishing a complete new training program that set the standards, increased the knowledge of all and their operation. Resulting in zero safety discrepancies.							
*39. Inspiring motivator: His personal attention and direct approach reduced disciplinary NJPs by 60%. Spends numerous off-duty hours tutoring, training, explaining, and qualifying motivated members to achieve ESWS/EAWS designations.							
- Impressively maintained an effective dinning operation on Constellation and IX-518 Berthing Barge throughout DSRA.							
- Maintained accurate accountability of all Mess Deck equipment while relocating galley operations during Constellation's DSRA.							
44. QUALIFICATIONS/ACHIEVEMENTS - Education, awards, community involvement, etc., during this period.							
Promotion Recommendation	NOB	Significant Problems	Progressing	Promotable	Must Promote	Early Promote	47. Retention: Not Recommended <input type="checkbox"/> Recommended <input checked="" type="checkbox"/>
45. INDIVIDUAL						X	48. Reporting Senior Address SERVICES OFFICER USS CONSTELLATION CV-64 FPO AP 96635-2780
46. SUMMARY	<input checked="" type="checkbox"/>	0	0	0	0	1	
49. Signature of Senior Rate: (Typed Name & Grade/Rate): I have reviewed the evaluation of this member against these performance standards and have provided written explanation to support marks of 1.0 and 5.0.				50. Signature of Reporting Senior			
MENDOZA, R V, CWO4 Date: 17 Sept 98				M. W. Pineda Date: 9/9/98			
51. Signature of Individual Evaluated. "I have seen this report, been apprised of my performance, and understand my right to submit a statement." I intend to submit a statement <input type="checkbox"/> I do not intend to submit a statement. <input checked="" type="checkbox"/>				52. Type name, grade, command, UIC, and signature of Regular Reporting Senior on Concurrent Report			
Date: 17 Sept 98				Date:			

NAVPERS 1616/26 (7-95)

EVALUATION REPORT & COUNSELING RECORD (E1 - E6) JAN 2 1998 D RCS BUPERS 1610-1

1. Name (Last, First MI Suffix) WARE, BRIAN T			2. Rate MS1		3. Desig SW/AW		4. (b) (6)			
5. ACT <input checked="" type="checkbox"/> TAR <input type="checkbox"/> INACT <input type="checkbox"/> AT/ADSW/ <input type="checkbox"/> 265		6. UIC 03364		7. Ship/Station CV-64 CONSTELLATION			8. Promotion Status REGULAR		9. Date Reported 94JUN30	
Occasion for Report 10. Periodic <input checked="" type="checkbox"/> Detachment of Individual <input type="checkbox"/> Promotion/Frothing <input type="checkbox"/> 13. Special <input type="checkbox"/>			Period of Report 14. From: 96DEC03 15. To: 97NOV15							
16. Not Observed Report <input type="checkbox"/>		Type of Report 17. Regular <input checked="" type="checkbox"/> 18. Concurrent <input type="checkbox"/> 19. <input type="checkbox"/>			20. Physical Readiness P/WS		21. Billet Subcategory (if any) NA			
22. Reporting Senior (Last, FI MI) FRAZIER, M W			23. Grade LCDR		24. Desig 6510		25. Title SERVICES OFF		26. UIC 03364	27. (b) (6)
28. Command employment and command achievements. ITA/ECERT-1, Upkeep-1, FLTEX/JTFEX-2, POM-1. Deployed Westpac/Arabian Gulf-6, Upkeep-1, 1997 Captain Edward F. Ney Award for Food Service Excellence, Armed Forces Expeditionary Medal.										
29. Primary/Collateral/Watchstanding duties. (Enter primary duty abbreviation in box.) S-11 LPO S-11 Leading Petty Officer-5. Supervises 10 MS's and 21 PSA's. Manages a mess budget that averages \$75,000 per month and the berthing for 380 Chief Petty Officers. Coll: Training PO-12, Career Counselor-12, CAT member-5, ESWS/EAWS Instructor/Qualifier-5, Warrior of the Quarter Board Member-5.										
For Mid-term (Funding Use. (When completing EVAL, enter 30 and 31 from counseling record, sign 32.)			30. Date Counseled 97MAY15		31. Counselor CHURCH, G E JR.		32. Signature of Individual Counseled <i>[Signature]</i>			
PERFORMANCE TRAITS: 1.0 - Below standards/not progressing or UNSAT in any one standard; 2.0 - Does not yet meet all 3.0 standards; 3.0 - Meets all 3.0 standards; 4.0 - Exceeds most 3.0 standards; 5.0 - Meets overall criteria and most of the specific standards for 5.0. Standards are not all inclusive.										
PERFORMANCE TRAITS	1.0* Below Standards		2.0 Progressing	3.0 Meets Standards		4.0 Above Standards	5.0* Greatly Exceeds Standards			
33. PROFESSIONAL KNOWLEDGE: Technical knowledge and practical application.	- Marginal knowledge of rating, specialty or job. - Unable to apply knowledge to solve routine problems. - Fails to meet advancement/POS requirements.			- Strong working knowledge of rating, specialty and job. - Reliably applies knowledge to accomplish tasks. - Meets advancement/POS requirements on time.			- Recognized expert, sought out by all for technical knowledge. - Uses knowledge to solve complex technical problems. - Meets advancement/POS requirements early/with distinction.			
NOB <input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>			
34. QUALITY OF WORK: Standard of work; value of end product.	- Needs excessive supervision. - Product frequently needs rework. - Wasteful of resources.			- Needs little supervision. - Produces quality work. Few errors and resulting rework. - Uses resources efficiently.			- Needs no supervision. - Always produces exceptional work. No rework required. - Maximizes resources.			
NOB <input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>			
35. EQUAL OPPORTUNITY: Fairness, respect for human worth.	- Displays personal bias or engages in harassment. - Tolerates bias, unfairness or harassment in subordinates. - Lacks respect for EO objectives. - Interferes with order and discipline by disregarding rights of others.			- Always treats others with fairness and respect. - Does not condone bias or harassment in or outside of workplace. - Supports Navy EO objectives. - Contributes to unit cohesiveness and morale.			- Admired for fairness and human respect. - Ensures a climate of fairness and respect for human worth. - Pro-active EO leader, achieves concrete EO objectives. - Leader and model contributor to unit cohesiveness and morale.			
NOB <input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>			
36. MILITARY BEARING/CHARACTER: Appearance, conduct, physical fitness, adherence to Navy Core Values.	- Consistently unsat appearance. - Poor self-control; conduct resulting in disciplinary action. - Unable to meet one or more physical readiness standards. - Fails to live up to one or more Navy Core Values: HONOR, COMMITMENT, COURAGE.			- Excellent personal appearance. - Excellent conduct, conscientiously complies with regulations. - Complies with physical readiness program, within all standards. - Always lives up to Navy Core Values: HONOR, COMMITMENT, COURAGE.			- Exemplary personal appearance. - Model of conduct, on and off duty. - Excellent or outstanding PRT. A leader in physical readiness. - Exemplifies Navy Core Values: HONOR, COMMITMENT, COURAGE.			
NOB <input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>			
37. PERSONAL JOB ACCOMPLISHMENT/INITIATIVE: Responsibility, quantity of work.	- Needs prodding to attain qualification or finish job. - Prioritizes poorly. - Avoids responsibility.			- Productive and motivated. Completes tasks and qualifications fully and on time. - Plans/prioritizes effectively. - Reliable, dependable, willingly accepts responsibility.			- Energetic self-starter. Completes tasks or qualifications early, far better than expected. - Plans/prioritizes wisely and with exceptional foresight. - Seeks extra responsibility and takes on the hardest jobs.			
NOB <input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>			

NAVPERS 1616/26 (7-95)



EVALUATION REPORT & COUNSELING RECORD (E1 - E6) (cont'd)

(b) (6)

1. Name (Last, First MI Suffix) WARE, BRIAN T		2. Rate MS1	3. Desig SW/AW
PERFORMANCE TRAITS	1.0* Below Standards	2.0 Progressing	3.0 Meets Standards
38. TEAMWORK Contributions to team building and team results	- Creates conflict, unwilling to work with others, puts self above team. - Fails to understand team goals or teamwork techniques. - Does not take direction well.	-	- Reinforces others' efforts, meets commitments to team. - Understands goals, employs good teamwork techniques. - Accepts and offers team direction.
NOB <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
39. LEADERSHIP (Optional for E1-E3) Organizing, motivating and developing others to accomplish goals.	- Fails to motivate, train or develop subordinates. - Fails to organize, creates problems for subordinates. - Does not set or achieve goals relevant to command mission. - Lacks ability to cope with or tolerate stress. - Inadequate communicator. - Tolerates hazards or unsafe practices. - Does not attend to welfare of subordinates.	-	- Effectively motivates, trains and develops subordinates. - Organizes successfully, solves problems as they occur. - Sets/achieves useful, realistic goals which support command mission. - Performs and leads effectively in stressful situations. - Clear, timely communicator. - Ensures safety of personnel and equipment. - Routinely considers subordinates' personal and professional welfare.
NOB <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
41. I recommend this individual for (maximum of two): Assignment in Rating, Sea Special Programs, Shore Special Programs, Commissioning Programs, Special Warfare Programs, Rating Incentive Duty, Other (Be specific):		42. Signature of Rater (Typed Name & Rate): I have evaluated this member against the above performance standards and have forwarded written explanation of marks 1.0 and 5.0	
SPECIAL SEA PROG.		INSTRUCTOR DUTY	
4.43		Date: 17 Feb 97	
43. COMMENTS ON PERFORMANCE: * All 5.0 and 1.0 marks must be specifically substantiated in comments. No numerical ranking permitted. Comments must be verifiable. Bold, underlined, italic, or other highlighted type is prohibited. Font must be 10 or 12 pitch (10 to 12 point) only. Use upper and lower case.			
MS1 (SW/AW) Ware's skillful management of the CPO Mess provides consistent high quality meals and extraordinary customer service to the CPO community on board CONSTELLATION.			
*34. Personally authored and implemented a comprehensive five cycle healthy choice menu his efforts were highly praised by all and greatly enhanced morale. Developed and expertly maintained food service records for meals served and acceptability factors and greatly reduced food waste resulting in substantial cost savings for the mess.			
*37. Aggressively pursued and obtained ESWS/EAWS in less than 10 months.			
- Seeks extra responsibility: Flawlessly performed as Mess Caterer, a position traditionally held by a Chief Petty Officer.			
*39. Superbly led his team in receiving a TYCOM assessment and qualifying for the 1998 Carl Scheuefele Excellence Award.			
- Inspiring motivator, trainer and leader who encouraged and assisted over 30 personnel in the completion of basic DC, ESWS/EAWS qualifications. Lead his division in the serving of over 600 meals daily. MS1 (SW/AW) Ware was selected as CONSTELLATION's Sailor of the Quarter for the third quarter of 1997 and is my choice for Sailor of the Year.			
44. QUALIFICATIONS/ACHIEVEMENTS - Education, awards, community involvement, etc., during this period			
Completed: AMR fund. (NAVEDTRA-12010-A) and Navy Safety Supervisor (NAVEDTRA-1297). Awarded: Navy Achievement Medal (2nd Award)			
Promotion Recommendation	NOB	Significant Problems	Progressing
			Promotable
			Must Promote
			Early Promote
			47. Retention: Not Recommended <input type="checkbox"/> Recommended <input checked="" type="checkbox"/>
45. INDIVIDUAL			X
46. SUMMARY		0	0
		12	11
			6
49. Signature of Senior Rater (Typed Name & Grade/Rate): I have reviewed the evaluation of this member against these performance standards and have provided written explanation to support marks of 1.0 and 5.0		50. Signature of Reporting Senior	
WALLS, J J ENS		M. W. Hogan	
Date: 19 Nov 97		Date: 11/17/97	
51. Signature of Individual Evaluated. "I have seen this report, been apprised of my performance, and understand my right to submit a statement." I intend to submit a statement. <input type="checkbox"/> I do not intend to submit a statement. <input type="checkbox"/>		52. Typed name, grade, command, USS, and signature of Regular Reporting Senior (no Captains below)	
B. J. ...		Date: 11/17/97	

NAVPERS 1616/26 (7-95)



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EVALUATION REPORT & COUNSELING RECORD (E1 - E6)

RCS BUPERS 1610-1

1. Name (Last, First MI Suffix) WARE, BRIAN T		2. Rate MS2	3. Desig	4. SSN (b) (6)
5. ACT <input checked="" type="checkbox"/>	TAR <input type="checkbox"/>	INACT <input type="checkbox"/>	AT/ADSW/ 265 <input type="checkbox"/>	6. UIC 03364
7. Ship/Station CV 64 CONSTELLATION			8. Promotion Status REGULAR	9. Date Reported 94JUN30
Occasion for Report 10. Periodic <input checked="" type="checkbox"/> 11. Detachment of Individual <input type="checkbox"/>		12. Promotion/Frocking <input type="checkbox"/> 13. Special <input type="checkbox"/>		Period of Report 14. From: 95APR01 15. To: 96MAR15
16. Not Observed Report <input type="checkbox"/> 17. Regular <input checked="" type="checkbox"/>		18. Concurrent <input type="checkbox"/> 19. <input type="checkbox"/>		20. Physical Readiness P/WS
22. Reporting Senior (Last, FI MI) FRENCH, J A		23. Grade LCDR	24. Desig 6510	25. Title SERVICES OFF
		26. UIC 03364	27. SSN (b) (6)	
28. Command employment and command achievements. Deployed WESTPAC - 1, SRA - 3, Upkeep and Training - 12, Golden Anchor Award Winner, Supply Blue E.				
29. Primary/Collateral/Watchstanding duties. (Enter primary duty abbreviation in box.) WATCH CAPTAIN Assigned to Supply Department's S-5 Wardroom Division as Starboard Watch Captain. Responsible for the overall cleanliness of the galley and timely meal preparation for over 250 officers. Supervises 8 enlisted personnel. Training Petty Officer-9. Divisional Career Counselor-9.				
For Mid-term Counseling Use: (When completing EVAL, enter 30 and 31 from counseling record, sign 32.)		30. Date Counseled 95OCT12	31. Counselor FRAGE, E, MSC	32. Signature of Individual Counseled <i>[Signature]</i>

PERFORMANCE TRAITS: 1.0 - Below standards/not progressing or UNSAT in any one standard; 2.0 - Does not yet meet all 3.0 standards; 3.0 - Meets all 3.0 standards; 4.0 - Exceeds most 3.0 standards; 5.0 - Meets overall criteria and most of the specific standards for 5.0. Standards are not all inclusive.

PERFORMANCE TRAITS	1.0* Below Standards	2.0 Pro- gressing	3.0 Meets Standards	4.0 Above Standards	5.0* Greatly Exceeds Standards
33. PROFESSIONAL KNOWLEDGE: Technical knowledge and practical application.  NOB <input type="checkbox"/>	- Marginal knowledge of rating, specialty or job. - Unable to apply knowledge to solve routine problems. - Fails to meet advancement/PQS requirements.	-	- Strong working knowledge of rating, specialty and job. - Skillfully applies knowledge to accomplish tasks. - Meets advancement/PQS requirements on time.	-	- Recognized expert, sought out by all for technical knowledge. - Uses knowledge to solve complex technical problems. - Meets advancement/PQS requirements early/with distinction.
34. QUALITY OF WORK: Standard of work; value of end product.  NOB <input type="checkbox"/>	- Needs excessive supervision. - Product frequently needs rework. - Wasteful of resources.	-	- Needs little supervision. - Produces quality work. Few errors and resulting rework. - Uses resources efficiently.	-	- Needs no supervision. - Always produces exceptional work. No rework required. - Maximizes resources.
35. EQUAL OPPORTUNITY: Fairness, respect for human worth.  NOB <input type="checkbox"/>	- Displays personal bias or engages in harassment. - Tolerates bias, unfairness or harassment in subordinates. - Lacks respect for EO objectives. - Interferes with order and discipline by disregarding rights of others.	-	- Always treats others with fairness and respect. - Does not condone bias or harassment in or outside of workplace. - Supports Navy EO objectives. - Contributes to unit cohesiveness and morale.	-	- Admired for fairness and human respect. - Ensures a climate of fairness and respect for human worth. - Pro-active EO leader, achieves concrete EO objectives. - Leader and model contributor to unit cohesiveness and morale.
36. MILITARY BEARING/ CHARACTER: Appearance, conduct, physical fitness, adherence to Navy Core Values.  NOB <input type="checkbox"/>	- Consistently unsat appearance. - Poor self-control; conduct resulting in disciplinary action. - Unable to meet one or more physical readiness standards. - Fails to live up to one or more Navy Core Values: HONOR, COMMITMENT, COURAGE.	-	- Excellent personal appearance. - Excellent conduct, conscientiously complies with regulations. - Complies with physical readiness program, within all standards. - Always lives up to Navy Core Values: HONOR, COMMITMENT, COURAGE.	-	- Exemplary personal appearance. - Model of conduct, on and off duty. - Excellent or outstanding PRT. A leader in physical readiness. - Exemplifies Navy Core Values: HONOR, COMMITMENT, COURAGE.
37. PERSONAL JOB ACCOMPLISHMENT/ INITIATIVE: Responsibility, quantity of work.  NOB <input type="checkbox"/>	- Needs prodding to attain qualification or finish job. - Prioritizes poorly. - Avoids responsibility.	-	- Productive and motivated. Completes tasks and qualifications fully and on time. - Plans/prioritizes effectively. - Reliable, dependable, willingly accepts responsibility.	-	- Energetic self-starter. Completes tasks or qualifications early, far better than expected. - Plans/prioritizes wisely and with exceptional foresight. - Seeks extra responsibility and takes on the hardest jobs.

NAVPERS 1616/26 (7-95)

EVALUATION REPORT COUNSELING RECORD (E1 - E6) (cont'd)

RCS BUPERS 1610-1

1. Name (Last, First MI Suffix) WARE, BRIAN T		2. Rate MS2		3. Desig		4. <b>(b) (6)</b>	
PERFORMANCE TRAITS	1.0* Below Standards	2.0 Pro-gressing	3.0 Meets Standards	4.0 Above Standards	Greatly Exceeds Standards		
38. TEAMWORK: Contributions to team building and team results. NOB <input type="checkbox"/>	- Creates conflict, unwilling to work with others, puts self above team. - Fails to understand team goals or teamwork techniques. - Does not take direction well.	-	- Reinforces others' efforts, meets commitments to team. - Understands goals, employs good teamwork techniques. - Accepts and offers team direction.	-	- Team builder, inspires cooperation and progress. - Focuses goals and techniques for teams. - The best at accepting and offering team direction.		
39. LEADERSHIP: (Optional for E1-E3) Organizing, motivating and developing others to accomplish goals. NOB <input type="checkbox"/>	- Fails to motivate, train or develop subordinates. - Fails to organize, creates problems for subordinates. - Does not set or achieve goals relevant to command mission. - Lacks ability to cope with or tolerate stress. - Inadequate communicator. - Tolerates hazards or unsafe practices. - Does not attend to welfare of subordinates.	-	- Effectively motivates, trains and develops subordinates. - Organizes successfully, solves problems as they occur. - Sets/achieves useful, realistic goals which support command mission. - Performs and leads effectively in stressful situations. - Clear, timely communicator. - Ensures safety of personnel and equipment. - Routinely considers subordinates' personal and professional welfare.	-	- Inspiring motivator and trainer, consistently builds winners. - Superb organizer, great foresight, gets ahead of problems. - Leadership achievements significantly further command mission. - Perseveres through the toughest challenges and inspires others. - Exceptional communicator. - Makes subordinates safety-conscious, has top safety record. - Constantly improves the personal and professional lives of others.		
40. Individual Trait Avg. Total of trait scores divided by number of graded traits. <b>4.86</b>	41. I recommend this individual for (maximum of two): Assignment in Rating, Sea Special Program, Shore Special Program, Commissioning Program, Special Warfare Program, Rating, Instructor Duty, Other. (Be specific.) <b>SPECIAL INSTRUCTOR SEA PROG. DUTY</b>		42. Signature of Ratee (Typed Name & Rate): I have evaluated this member against the above performance standards and have forwarded written explanation of marks 1.0 and 5.0. <i>Romigo C. Medina</i> <b>MEDINA, R C, MSCS</b>		Date: <b>15 MAR 96</b>		
43. COMMENTS ON PERFORMANCE: * All 5.0 and 1.0 marks must be specifically substantiated in comments. No numerical ranking permitted. Comments must be verifiable. Bold, underlined, italic, or other highlighted type is prohibited. Font must be 10 or 12 pitch (10 to 12 point) only. Use upper and lower case. 33. Best MS2 that I have seen. Demonstrates his culinary skills daily by providing over 500 meals of the highest quality, that are well prepared and nutritionally balanced. Directly contributes to the Quality of Life to all offices onboard CONSTELLATION. 34. Work is always of the highest quality, being commented on by numerous members of the Wardroom and guests. 36. Has scored outstanding on all of his PRT tests, always has exemplary personal appearance, and constantly displays proper conduct. 37. Was the key player to the Wardroom placing first in the COMNAVAIRPAC Dorie P. Miller award competition for Wardroom excellence and the Supply Department winning the Blue E. 38. Constantly strives to make his watch section work better together. 39. Has undertaken the leadership responsibilities of a first class petty officer and his training program has resulted in four of his subordinates being advanced. - Outstanding Petty Officer. Unlimited potential. Intuitive. Aggressive.							
44. QUALIFICATIONS/ACHIEVEMENTS - Education, awards, community involvement, etc., during this period. COMNAVAIRPAC LOC - 4Dec95, CO LOA - 11Jul95, Supply Department SOM - Oct95. Member of musical group that works with M.A.D.D.							
Promotion Recommendation	NOB <input type="checkbox"/>	Significant Problems	Progressing	Promotable	Must Promote	Early Promote	47. Retention: Not Recommended <input type="checkbox"/> Recommended <input checked="" type="checkbox"/>
45. INDIVIDUAL						X	48. Reporting Senior Address SUPPLY DEPARTMENT USS CONSTELLATION CV-64 FPO AP 96635-2780
46. SUMMARY	<input checked="" type="checkbox"/>	0	0	9	10	5	
49. Signature of Senior Ratee (Typed Name & Grade/Rate): I have reviewed the evaluation of this member against these performance standards and have provided written explanation to support marks of 1.0 and 5.0. <i>Romigo C. Medina</i> <b>PHOEL, R K M, LT</b> Date: <b>15 MAR 96</b>				50. Signature of Reporting Senior <i>J. G. Frank</i> Date: <b>15 MAR 96</b>			
51. Signature of Individual Evaluated. I have seen this report, been apprised of my performance, and understand my right to submit a statement. I intend to submit a statement. <input type="checkbox"/> I do not intend to submit a statement. <input checked="" type="checkbox"/> <i>Brian T. Ware</i> Date: <b>15 MAR 96</b>							

NAVPER 1616/26 (7-95)



PERFORMANCE EVALUATION REPORT

1. NAME (LAST, FIRST, MIDDLE INITIAL) <b>WARE, BRIAN T</b>										2. DATE <b>MSZ</b>			<b>(b) (6)</b>								
3. BRANCH/CLASS <input checked="" type="checkbox"/> 1. 10N <input type="checkbox"/> 2. 10NE			4. STATUS <input checked="" type="checkbox"/> 1. ACTIVE <input type="checkbox"/> 2. INACTIVE <input type="checkbox"/> 3. PMAC <input type="checkbox"/> 4. A/C/UTRA			5. MEMBER'S UIC <b>03364</b>			6. DATE REPORTED <b>94AUG13</b>												
7. MEMBER'S DUTY OR STATION <b>CV-64 CONSTELLATION</b>						8. PERIOD OF REPORT 9. FROM <b>94JUL01</b>			10. TO <b>95MAR31</b>												
11. OCCASION FOR REVIEW <input checked="" type="checkbox"/> 1. PERIODIC <input type="checkbox"/> 2. TRANSFER <input type="checkbox"/> 3. OTHER			12. PHYSICAL READINESS <b>P/WS</b>			13. RESERVE FACT			14. DATE OF RATE <b>90DEC16</b>												
15. TYPE OF REPORT <input checked="" type="checkbox"/> 1. REGULAR <input type="checkbox"/> 2. FOR PROMOTION			16. REPORTING SENIOR'S NAME (LAST AND INITIAL) <b>BICKERT, W E</b>			17. RANK <b>CDR</b>			18. TITLE <b>DEPT HEAD</b>												
19. EVALUATION SECTION											20. NOT USED	4.0	3.8	3.6	3.4	3.2	3.0	2.8*	2.6*	2.0*	1.0*
21. MILITARY KNOWLEDGE (22) (23) (24) (25) (26) (27) (28) (29) (30) (31) (32) (33) (34) (35) (36) (37) (38) (39) (40) (41) (42) (43) (44) (45) (46) (47) (48) (49) (50) (51) (52) (53) (54) (55) (56) (57) (58) (59) (60) (61) (62) (63) (64) (65) (66) (67) (68) (69) (70) (71) (72) (73) (74) (75) (76) (77) (78) (79) (80) (81) (82) (83) (84) (85) (86) (87) (88) (89) (90) (91) (92) (93) (94) (95) (96) (97) (98) (99) (100)											X										
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38. MILITARY KNOWLEDGE (22) (23) (24) (25) (26) (27) (28) (29) (30) (31) (32) (33) (34) (35) (36) (37) (38) (39) (40) (41) (42) (43) (44) (45) (46) (47) (48) (49) (50) (51) (52) (53) (54) (55) (56) (57) (58) (59) (60) (61) (62) (63) (64) (65) (66) (67) (68) (69) (70) (71) (72) (73) (74) (75) (76) (77) (78) (79) (80) (81) (82) (83) (84) (85) (86) (87) (88) (89) (90) (91) (92) (93) (94) (95) (96) (97) (98) (99) (100)											X										
39. OVERALL EVALUATION											* X										
40. SUMMARY											42	4	1	0	0	0	0	0	0	0	
41. ADVANCEMENT RECOMMENDATION <input checked="" type="checkbox"/> 1. RECOM MENDED <input type="checkbox"/> 2. PROGRESS TOWARD <input type="checkbox"/> 3. NOT RECOM *											43. SIGNATURE OF REPORTING SENIOR <i>WETZEL</i>										
44. ACKNOWLEDGEMENT BY AND SIGNATURE OF MEMBER I ACKNOWLEDGE THAT I HAVE READ THIS EVALUATION REPORT AND UNDERSTAND MY RIGHT TO SUBMIT A STATEMENT. I INTEND TO SUBMIT <input type="checkbox"/> TO SUBMIT A STATEMENT. (CIRCLE YOUR INTENTION)											45. ADDRESS OF REPORTING SENIOR <b>USS CONSTELLATION (CV 64) FP0 AP 96635-2780</b>										
46. DATE SIGNED BY MEMBER <i>Ma-6, 95</i>											47. TYPED NAME, TITLE, ADDRESS, AND SIGNATURE OF REGULAR REPORTING SENIOR ON PROMOTION REPORT										
											48. DATE SIGNED										
											49. DATE SIGNED (IF 47 USED)										

NAVPERC 1616/24 (REV. 7-90)

FINISH FILE COPY

DUPLS RECORDED  PERIOD RECORDED  ACTIVITY  MEMBERS

MAY 3 1995



WARE, B T

(b) (6)

TO FROM 94JUL01

TO 95MAR31

14. DUTIES AND RESPONSIBILITIES

PRI: ASSIGNED TO THE SUPPLY DEPARTMENT'S WARDROOM (S-5) DIVISION AS WARDROOM NIGHT COOK SUPERVISOR-7. SUPERVISES 3 COOKS AND 5 FOOD SERVICE ATTENDANTS. MAINTAINING A HIGH STANDARD OF SANITATION IN THE GALLEY. COMMAND EMPLOYMENT: SOCIAL OPS, OPPE, 3M, SMA AND FLEETEX. DEPLOYED WESTPAC/PERSIAN GULF 94NOV10-95MAR31. LEAVE/TRAVEL: 94JUL01-94AUG12.

15. SPECIAL ACCOMPLISHMENTS

NONE.

16. EVALUATION COMMENTS

MS2 WARE IS AN OUTSTANDING PERFORMER. EXTREMELY DEDICATED, HIGHLY MOTIVATED AND ENTHUSIASTIC BEST DESCRIBE THIS EXCEPTIONAL PETTY OFFICER. HE HAS IMPRESSED SUBORDINATES, PEERS AND SUPERVISORS WITH HIS SUPERB LEADERSHIP SKILLS AND EXPERTISE IN THE MESS MANAGEMENT SPECIALIST RATING. HIS INVALUABLE COMMITMENT AND DEDICATION TO DUTY AS WARDROOM WATCH CAPTAIN HAVE MADE HIM A KEY PLAYER IN THE WARDROOM'S SUCCESS. HIS SPECIFIC ACCOMPLISHMENTS INCLUDE:

- MAINTAINED HIGHLY EFFECTIVE CUSTOMER SERVICE, ENSURING ONLY THE BEST POSSIBLE PRODUCTS WERE SERVED TO OVER 500 CUSTOMERS, 3 TIMES PER DAY. PROVIDED WELL BALANCED AND NUTRITIONAL MEALS, WHICH CONTRIBUTED DIRECTLY TO THE OUTSTANDING QUALITY OF LIFE ENJOYED ON BOARD CONSTELLATION.
- PARTICIPATED IN THE PREPARATION AND EXECUTION OF AN EXTREMELY SUCCESSFUL FAMILY DAY CRUISE, WHERE MORE THAN 800 OFFICERS AND FAMILY MEMBERS WERE ON BOARD FOR WHAT THE COMMANDING OFFICER DESCRIBED AS "THE FINEST FAMILY DAY EVEN THE HAD SEEN IN HIS 26 YEARS OF SERVICE."
- PLAYED A PIVOTAL ROLE DURING PREPARATIONS FOR CONSTELLATION'S SUPPLY MANAGEMENT ASSESSMENT (SMA). HIS DILIGENT EFFORTS WERE INSTRUMENTAL IN LEADING THE WARDROOM MESS TO A GRADE OF "OUTSTANDING" AND BEING NOMINATED FOR THE COVETED DORIE P. MILLER AWARD FOR PRIVATE MESS EXCELLENCE. ALL AREAS OF SERVICE WERE PRAISED BY THE COMNAVAIRPAC FORCE SUPPLY AS THE "BEST IN THE PACIFIC FLEET."
- HIS STRICT ADHERENCE TO SANITATION PROCEDURES HELPED MAINTAIN OUTSTANDING CLEANLINESS OF THE GALLEY AND RELATED SPACES, AVERAGING A SCORE OF 95 PERCENT DURING BI-WEEKLY MEDICAL AND ZONE INSPECTIONS.
- CONTRIBUTED SIGNIFICANTLY TO THE SUCCESSFUL EXECUTION OF NUMEROUS DISTINGUISHED VISITOR LUNCHEONS, RECEPTIONS, AND HAIL AND FAREWELL FUNCTIONS. EACH EVENT WAS PROFESSIONALLY EXECUTED AND RECEIVED NUMEROUS LAUDATORY COMMENTS FROM THE COMMANDING OFFICER.

PETTY OFFICER WARE IS AN EXTREMELY TALENTED PROFESSIONAL. HIS SUPERB CULINARY TALENT, SOUND JUDGMENT AND WILLINGNESS TO ACCEPT INCREASED RESPONSIBILITY ARE UNEQUALLED. HIS COMMITMENT TO EXCELLENCE AND TOTAL QUALITY SERVICE, CONTRIBUTED SIGNIFICANTLY TO CONSTELLATION HAVING THE BEST WARDROOM MESS OPERATION IN THE PACIFIC FLEET. HE IS HIGHLY RECOMMENDED FOR PETTY OFFICER FIRST CLASS.

RETENTION: RECOMMENDED.

ENL... PERFORMANCE EVALUATION REPORT

1 NAME (LAST, FIRST, MIDDLE OR MIDDLE INITIAL) <b>WARE, BRIAN T</b>		2 RATE <b>MS2</b>		3 SSN <b>(b) (6)</b>								
4 <input checked="" type="checkbox"/> USN		5 <input type="checkbox"/> USNR		6 <input checked="" type="checkbox"/> ACTIVE								
7 <input type="checkbox"/> INACTIVE		8 <input type="checkbox"/> TENAC		9 <input type="checkbox"/> ACOUTRA								
10 MEMBER'S SHIP OR STATION <b>NAS BARBERS POINT, HI</b>			11 MEMBER'S UIC <b>00334</b>		12 DATE REPORTED <b>91 APR 14</b>							
13 <input checked="" type="checkbox"/> PERIODIC			14 <input type="checkbox"/> TRANSFER		15 OTHER							
16 FROM <b>93 APR 01</b>			17 TO <b>94 MAR 31</b>		18 TYPE OF REPORT <input checked="" type="checkbox"/> REGULAR							
19 <input type="checkbox"/> CONCURRENT			20 PHYSICAL READINESS <b>P/16</b>		21 RESERVE PART							
22 DATE OF RATE <b>90 DEC 16</b>			23 REPORTING SENIOR'S NAME (LAST AND INITIALS) <b>O'BRIEN, T F</b>		24 RANK <b>CDR</b>							
25 TITLE <b>(b) (6)</b>			26		27							
EVALUATION SECTION <small>*REQUIRES COMMENT IN BLOCK 56</small>		NOT OBS	4.0	3.8	3.6	3.4	3.2	3.0	2.8*	2.6*	2.0*	1.0*
PROFES- SIONAL FACTORS	27 MILITARY KNOWLEDGE/ PERFORMANCE		X									
	28 RATING KNOWLEDGE/ PERFORMANCE		X									
PERSONAL TRAITS	29 INITIATIVE			X								
	30 RELIABILITY				X							
	31 MILITARY BEARING					X						
	32 PERSONAL BEHAVIOR						X					
	33 HUMAN RELATIONS INCL EQUAL OPPORTUNITY			X								
SELF EXPRESSION	34 SPEAKING ABILITY		X									
	35 WRITING ABILITY		X									
LEADERSHIP	36 DIRECTING			X								
	37 COUNSELING			X								
38 MANAGEMENT <small>(E-7879 ONLY, NOB FOR E-6 AND BELOW)</small>		X										
39 OVERALL EVALUATION					X							
40 SUMMARY			32	3	1	0	1	0	0	0	0	0
41 <input checked="" type="checkbox"/> RECOM-MENDED		42 <input type="checkbox"/> PROGRESS TOWARD		43 <input type="checkbox"/> NOT RECOM		45 SIGNATURE OF REPORTING SENIOR <i>T. O'Brien</i>						
44 ACKNOWLEDGEMENT BY AND SIGNATURE OF MEMBER I ACKNOWLEDGE THAT I HAVE SEEN THIS EVALUATION REPORT AND UNDERSTAND MY RIGHTS UNDER ARTICLE 111D, U.S. NAVY REGS., 1973, TO SUBMIT A STATEMENT. I INTEND TO SUBMIT (NOT TO SUBMIT) A STATEMENT. (CIRCLE YOUR INTENTION). <i>[Signature]</i>		46 ADDRESS OF REPORTING SENIOR <b>NAVAL AIR STATION BARBERS POINT HI 96862-5050</b>										
DATE SIGNED BY MEMBER <b>4/14-94</b>		47 TYPED NAME AND SIGNATURE OF REGULAR REPORTING SENIOR ON CONCURRENT REPORT						48 DATE FORWARDED <b>20 APR 1994</b>		49 DATE FWD (IF 47 USED)		

NAVPER 1616/24 (REV 6-84) SN 0106-LF-016-1726  
REPORT NMPC 1616-1 (E5-9)

NMPC (N-322) COPY



50 MEMBER'S LAST NAME, INITIALS WARE, B T	51 SSN (b) (6)	PERIOD OF REPORT 52 From 93APR 53 To 94MAR31
54 DUTIES AND RESPONSIBILITIES		

PRI: Supply Department Combined Bachelor Quarters (CBQ) Division Central Assignment and Records Desk (CARD) Clerk-2. Responsible for check in/out of all residents and guests. Building Petty Officer (BPO)-5. Maintains good order, discipline and cleanliness within two three story, 48 room facilities. Galley Watch Captain-5. Responsible for all aspects of food preparation. WATCH: POOW-12; Barracks Duty Manager-5.

## 55 SPECIAL ACHIEVEMENTS

Received two Commanding Officer, NAS Barbers Point Letters of Appreciation. Qualified as Central Assignment and Records Desk Clerk.

## 56 EVALUATION COMMENTS

Petty Officer Ware is an excellent performer and highly competent Mess Management Specialist. He consistently produces desired results and can be counted on to get the job done right the first time. Tackles assignments with enthusiasm and exhibits determination to excel in any endeavor. Unfortunately, his inability to cope with personal problems has kept him from achieving his full potential.

- Significantly contributed to his division receiving a grade of OUTSTANDING during the September 1993 Commander, Naval Air Force, U. S. Pacific Fleet Supply Management Inspection.
- Actively participated in fund raising activities with Project Clean-up of Hawaii, a group which provides assistance to less fortunate persons in the community.
- Completed 90 percent of shore-based galley Personnel Qualification Standards.
- Assisted in the extensive refurbishing of Barracks 48, a newly renovated three-story, 71 room enlisted transient facility.
- OUTSTANDING Physical Readiness Test scores on last two tests.
- Petty Officer Ware was awarded non-judicial punishment at Captain's Mast on 23 July 1993 under Article 128, one specification. He was awarded an oral reprimand and forfeiture of \$500.00 pay per month for two months. Punishment suspended for six months.

MS2 Ware is a versatile and energetic individual who places great emphasis on proper training, coordination and supervision. A strong leader and manager he can tackle and master any challenge. Petty Officer Ware is intelligent, meticulous and fully capable of becoming an outstanding First Class Petty Officer. Possesses exceptional potential. Recommended for advancement.

Retention: Recommended.



1616-1

35

ENHANCED PERFORMANCE EVALUATION REPORT

1 NAME FIRST MIDDLE OR MIDDLE INITIAL WARE, BRIAN T		2 RATE P32		3 SIGNATURE (b) (6)									
4 <input checked="" type="checkbox"/> USN		5 <input type="checkbox"/> USNR		6 <input checked="" type="checkbox"/> ACTIVE		7 <input type="checkbox"/> INACTIVE		8 <input type="checkbox"/> TEMAC		9 <input type="checkbox"/> ACQUITA			
10 MEMBER'S SHIP OR STATION NAS BARBERS POINT, HI						11 MEMBER'S UIC 00334		12 DATE REPORTED 91APR14					
13 <input checked="" type="checkbox"/> PERIODIC						14 <input type="checkbox"/> TRANSFER		15 OTHER					
16 FROM 92APR01						17 TO 93MAR31		PERIOD OF REPORT					
18 <input checked="" type="checkbox"/> REGULAR		19 <input type="checkbox"/> CONCURRENT		20 PHYSICAL READINESS P/19		21 RESERVE PART		22 DATE OF RATE 90DEC16					
23 REPORTING SENIOR'S NAME (LAST AND INITIALS) O'BRIEN, T F						24 RANK LCDR		25 TITLE DEPT HD		26 SIGNATURE (b) (6)			
EVALUATION SECTION *REQUIRES COMMENT IN BLOCK 56			NOT OBS	4.0	3.8	3.6	3.4	3.2	3.0	2.8*	2.6*	2.0*	1.0*
PROFES- SIONAL FACTORS	27 MILITARY KNOWLEDGE/ PERFORMANCE			X									
	28 RATING KNOWLEDGE/ PERFORMANCE			X									
PERSONAL TRAIT	29 INITIATIVE			X									
	30 RELIABILITY			X									
	31 MILITARY BEARING			X									
	32 PERSONAL BEHAVIOR			X									
	33 HUMAN RELATIONS INCL. EQUAL OPPORTUNITY			X									
SELF- EXPRESSION	34 SPEAKING ABILITY			X									
	35 WRITING ABILITY			X									
LEADERSHIP	36 DIRECTING				X								
	37 COUNSELING			X									
38 MANAGEMENT (E-789 ONLY; *03 FOR E-6 AND BELOW)				X									
39 OVERALL EVALUATION				X									
40 SUMMARY				33	4	0	0	0	0	0	0	0	0
41 <input checked="" type="checkbox"/> RECOM- MENDED						42 <input type="checkbox"/> PROGRESS TOWARD		43 <input type="checkbox"/> NOT RECOM					
44 ACKNOWLEDGEMENT BY AND SIGNATURE OF MEMBER I ACKNOWLEDGE THAT I HAVE SEEN THIS EVALUATION REPORT AND UNDERSTAND MY RIGHTS UNDER ARTICLE 1110, U.S. NAVY REGS., 1973, TO SUBMIT A STATEMENT. I INTEND TO SUBMIT <u>NOT TO SUBMIT</u> A STATEMENT. (CIRCLE YOUR INTENTION).						45 SIGNATURE OF REPORTING SENIOR <i>T.O'Brien</i>							
DATE SIGNED BY MEMBER: <i>B. Ware</i> <i>11 Apr 93</i>						46 ADDRESS OF REPORTING SENIOR NAVAL AIR STATION BARBERS POINT HI 96862-5050							
47 TYPED NAME AND SIGNATURE OF REGULAR REPORTING SENIOR ON CONCURRENT REPORT										48 DATE FORWARDED			
										49 DATE FWD (IF 47 USED)			

NAVPERS 161624 (REV 6-84) SN 0106-LF-015-1725  
REPORT NMPC 1616-1 (E5-5)

NMPC (N-322) COPY

JUN 1 1993

U.S. GOVERNMENT PRINTING OFFICE: 1991-282-225/20037

DEFENSE EXHIBIT D FOR ID  
OFFERED PG 145 ADMITTED PG 150  
Page 66 of 71

50 MEMBER'S LAST NAME, INITIALS WARE, B T	51 GRADE (b) (6)	52 PERIOD OF REPORT From 92APR To 93MAR31
--	---------------------	--

## 54 DUTIES AND RESPONSIBILITIES

PRI: Assigned to the Supply Department, Food Service Division as Assistant Watch Captain-3. Responsible for ensuring cleanliness and sanitation of Galley spaces and equipment. Starboard Baker-9. Responsible for the timely and proper preparation of all desserts. Watch: POOW-3, MOW-9.

## 55 SPECIAL ACHIEVEMENTS

Completed MS PQS for Cook on Watch and Baker.

## 56 EVALUATION COMMENTS

Petty Officer Ware consistently performs all duties in an outstanding manner. He eagerly accepts all responsibilities and challenges in stride, demonstrating extraordinary versatility. By promoting teamwork and leading subordinates by example, Petty Officer Ware has emerged as a proven leader. He is a "doer", a take-charge individual who is not content until all tasks have been completed correctly. Unlimited growth potential.

## Specific Accomplishments Include:

- Brilliant baker. He consistently produces superior quality bakery products.
- Outstanding Leader. Trained inexperienced Food Service personnel on the proper methods of food preparation, presentation and Food Service sanitation requirements.
- Volunteered his off-duty time in preparation for the 1993 Ney Awards evaluation.
- A natural instructor with exceptional ability to make difficult cooking techniques easily understood.
- Provided outstanding support during Hurricane Iniki. He was part of the team responsible for preparing over 2,600 box lunches for emergency crews and evacuees.
- Passed the PRT with an overall score of OUTSTANDING.
- Active in community activities. Supported the Oahu Muscular Dystrophy Association through his car club.

Petty Officer Ware is extremely conscientious. All actions are well planned, organized and smoothly executed. Wears his uniform with obvious pride, maintaining a very smart appearance through personal physical fitness program. All around a top quality Mess Management Specialist. Strongly recommended for advancement.

Retention: Recommended.



1616-1

ENHANCED PERFORMANCE EVALUATION REPORT

35

1 NAME (LAST, FIRST, MIDDLE INITIAL) <b>WARE, BRIAN T</b>		2 RATE <b>MS2</b>		3 GRADE <b>(b) (6)</b>								
4 <input checked="" type="checkbox"/> USN		5 <input type="checkbox"/> USNR		6 <input checked="" type="checkbox"/> ACTIVE		7 <input type="checkbox"/> INACTIVE		8 <input type="checkbox"/> TEMAC		9 <input type="checkbox"/> ACCUTRA		
10 MEMBER'S SHIP OR STATION <b>NAS BARBERS POINT, HI</b>						11 MEMBER'S UIC <b>00334</b>			12 DATE REPORTED <b>91APR14</b>			
OCCASION FOR REPORT 13 <input type="checkbox"/> PERIODIC 14 <input type="checkbox"/> TRANSFER 15 OTHER						PERIOD OF REPORT 16 FROM <b>91FEB16</b>			17 TO <b>92MAR31</b>			
TYPE OF REPORT 18 <input type="checkbox"/> REGULAR 19 <input type="checkbox"/> CONCURRENT						20 PHYSICAL READINESS <b>P/19</b>			21 RESERVE PART			
22 DATE OF RATE <b>90DEC16</b>						23 REPORTING SENIOR'S NAME (LAST AND INITIAL) <b>O'BRIEN, T F</b>			24 RANK <b>LCDR</b>			
25 TITLE <b>ASST DEPT HD</b>						26 GRADE <b>(b) (6)</b>						
EVALUATION SECTION <small>REQUIRES COMMENT IN BLOCK 56</small>		NOT OBS	4.0	3.8	3.6	3.4	3.2	3.0	2.8*	2.6*	2.0*	1.0*
PROFES- SIONAL FACTORS	27 MILITARY KNOWLEDGE/ PERFORMANCE		X									
	28 RATING KNOWLEDGE/ PERFORMANCE		X									
PERSONAL TRAITS	29 INITIATIVE		X									
	30 RELIABILITY		X									
	31 MILITARY BEARING		X									
	32 PERSONAL BEHAVIOR		X									
	33 HUMAN RELATIONS INCL. EQUAL OPPORTUNITY		X									
SELF EMPRES- SION	34 SPEAKING ABILITY		X									
	35 WRITING ABILITY			X								
LEADERSHIP	36 DIRECTING			X								
	37 COUNSELING			X								
38 MANAGEMENT <small>(E-7/6/5 ONLY, N09 FOR E-6 AND BELOW)</small>		X										
39 OVERALL EVALUATION			20									
40 SUMMARY			4	4	0	0	0	0	0	0	0	0
41 <input checked="" type="checkbox"/> RECOM- MENDED		42 <input type="checkbox"/> PROGRESS TOWARD		43 <input type="checkbox"/> NOT RECOM		45 SIGNATURE OF REPORTING SENIOR <i>T. O'Brien</i>						
44 ACKNOWLEDGEMENT BY AND SIGNATURE OF MEMBER I ACKNOWLEDGE THAT I HAVE SEEN THIS EVALUATION REPORT AND UNDERSTAND MY RIGHTS UNDER ARTICLE 1110, U.S. NAVY REGS., 1973, TO SUBMIT A STATEMENT. I INTEND TO SUBMIT <input type="checkbox"/> NOT TO SUBMIT A STATEMENT. (CIRCLE YOUR INTENTION).						46 ADDRESS OF REPORTING SENIOR <b>NAVAL AIR STATION BARBERS POINT, HI 96862-5050</b>						
DATE SIGNED BY MEMBER: <i>B. Ware MS2</i>		47 TYPED NAME AND SIGNATURE OF REGULAR REPORTING SENIOR ON CONCURRENT REPORT						48 DATE FORWARDED <b>APR 09 1992</b>				
								49 DATE FWD (IF 47 USED)				

NAVPERS 181624 (REV 6-84) SN 01064-F016-1726  
REPORT NMP-C 1816-1 (E5-8)

SEP 01 1992

NAVPERS 181624 (REV 6-84)

U.S. GOVERNMENT PRINTING OFFICE: 1991-232-225/20037



50 MEMBER'S LAST NAME, INITIALS

WARE, B T

PERIOD OF REPORT

2 From 91FEB1 53 To 92MAR31

(b) (6)

54 DUTIES AND RESPONSIBILITIES

PRI: Starboard Baker responsible for the timely and proper preparation of bakery products in accordance with NAVSUP Form 1090 (Food Preparation Worksheet), requisitioning food on NAVSUP Form 1282 (Requisition Form) and preparation of night meal.

55 SPECIAL ACHIEVEMENTS

Received National Defense Medal.

56 EVALUATION COMMENTS

Petty Officer Ware is a dedicated, cheerful, and hard working individual who performs all duties in an accurate and enthusiastic manner. Displaying a keen interest in his work, he sets and maintains a high standard of performance for himself and subordinates alike. Devoted to duty, always gives more than expected.

Specific Accomplishments Include:

- Implemented new dessert menu. New items have received laudatory comments and quickly disappear from the shelf.
- Actively participated in Navy/Marine Corps Relief Society fund raising events.
- Outstanding Baker. Makes best desserts on the island.
- A dynamic leader. Aggressive in job accomplishment.
- Contributed to the Food Service Division achieving an average sanitary compliance score of above 95% on weekly Medical Department inspections. Petty Officer Ware has a meticulous military appearance. Outstanding personality and a positive attitude which is demonstrated in his daily contact with seniors and subordinates. Readily tackles every job with the intent and desire to master it. A top quality sailor highly recommended for advancement.

Retention: Recommended

OFFICIAL RECORD COPY

1616-1

35

# ENLARGED PERFORMANCE EVALUATION REPORT

1 NAME (LAST, FIRST, MIDDLE OR INITIAL) **WARE, BRIAN T** 2 RATE/RATING **MS2** 3 SSN **(b) (6)**

4  USN 5  USNR 6  ACTIVE 7  INACTIVE 8  TEMAC 9  ACOUTRA

10 MEMBER'S SHIP OR STATION **LKA 115 USS MOBILE** 11 MEMBER'S UIC **05846** 12 DATE REPORTED **87AUG02**

OCCASION FOR REPORT 13  PERIODIC 14  TRANSFER 15 OTHER 16 FROM **90JUL01** 17 TO **91FEB15**

18  REGULAR 19  CONCURRENT 20 HEIGHT AND WEIGHT/PHYS. QUAL **7/16** 21 RESERVE PWT 22 EFF DATE OF RATE **90DEC16**

23 REPORTING SENIOR'S NAME (LAST AND INITIALS) **CROW, M L** 24 RANK **LCDR** 25 TITLE **XO** **(b) (6)**

EVALUATION SECTION \*REQUIRES COMMENT NOT OBS 4.0 3.8 3.6 3.4 3.2 3.0 2.8\* 2.6\* 2.0\* 1.0\*

PROFES- SIONAL FACTORS 27 MILITARY KNOWLEDGE/ PERFORMANCE **X** 28 RATING KNOWLEDGE/ PERFORMANCE **X**

PERSONAL TRAITS 29 INITIATIVE **X** 30 RELIABILITY **X** 31 MILITARY BEARING **X** 32 PERSONAL BEHAVIOR **X** 33 HUMAN RELATIONS IN: EQUAL OPPORTUNITY **X**

SELF EXPRESSION 34 SPEAKING ABILITY **X** 35 WRITING ABILITY **X**

LEADERSHIP 36 DIRECTING **X** 37 COUNSELING **X**

38 MANAGEMENT (E-1 '8/9 ONLY) **X**

39 OVERALL EVALUATION **X** *MAC*

40 SUMMARY **1 0 0 0 0 0 0 0 0 0**

ADVANCEMENT RECOMMENDATION 41  RECOM- MENDED 42  PROGRESS TOWARD 43  NOT RECOM

44 SIGNATURE OF MEMBER **B. Ware** 45 SIGNATURE OF REPORTING SENIOR *MAC*

46 ADDRESS OF REPORTING SENIOR **COMMANDING OFFICER  
USS MOBILE LKA 115  
FPO SAN FRANCISCO, CA 96672-1702**

47 TYPED NAME AND SIGNATURE OF REGULAR REPORTING SENIOR ON CONCURRENT REPORT **B. Ware** 48 DATE FORWARDED **03 Feb 91**

49 DATE FWD (IF-47 USED)

FORMERS 1616/2445-103 59 016616-103-005

MAY 14 1991

U. S. GOVERNMENT PRINTING OFFICE: 1983-381-323/X-1033

28 FEB 1991



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50 MEMBER'S LAST NAME, INITIALS  
WARE, B T

51 GRADE  
(b) (6)

PERIOD OF REPORT  
From 90.01.01 To 91.FE.15

54 DUTIES AND RESPONSIBILITIES  
GALLEY WATCH CAPTAIN, SUPERVISED FIVE NAVY/MARINE COOKS, SEVEN FOOD SERVICE ATTENDANTS. REQUISITIONS AND PREPARES MEALS FOR 500 SAILORS/EMBARKED MARINES. PARTICIPATED IN SCOPEX 90, TRE, KEENEL USHER 91-1, PHIBREFTRA, REFTRA, DEPLOYED FOR OPERATIONS DESERT SHIELD AND DESERT STORM.

55 SPECIAL ACCOMPLISHMENTS  
JUNIOR SAILOR OF THE MONTH FOR JUNE 1990. ADVANCED TO PETTY OFFICER SECOND CLASS.

56 EVALUATION COMMENTS  
PETTY OFFICER SECOND CLASS WARE IS AN EFFECTIVE AND EFFICIENT MESS MANAGEMENT SPECIALIST. HE HAS CONTINUED HIS OUTSTANDING PERFORMANCE. A SELF STARTER WHO APPLIES INNOVATIVE WAYS TO ENHANCE AN ALREADY EXCELLENT PRODUCT WHICH HE HAS PRODUCED.

SPECIFIC ACCOMPLISHMENTS INCLUDE:

- SELECTED AS JUNIOR SAILOR OF THE MONTH FOR JUNE 1990.
- SUPERVISED A COHESIVE AND EFFICIENT WATCH SECTION. ENSURED MEALS WERE PREPARED ON TIME AND READY TO SERVE, REGARDLESS OF CHANGE TO THE SHIP'S DAILY ROUTINE OR SCHEDULE.
- PREPARED DELICIOUS, WELL GARNISHED, AND NICELY DECORATED MEALS. RECEIVED MANY OUTSTANDING COMMENTS THROUGH DAILY MEAL EVALUATIONS AND MONTHLY MENU REVIEW BOARD MEETINGS.
- READILY IMPARTS HIS CULINARY SKILLS TO JUNIOR PERSONNEL WHICH ENHANCED THEIR PROFESSIONAL KNOWLEDGE, AND IMPROVED THE QUALITY OF MEALS PRODUCED.
- HIS DEDICATION TO DUTY CONTRIBUTED TO THE MOBILE RECEIVING THE "BATTLE E" AWARD.

PETTY OFFICER WARE IS AN ASSET AND IS A POSITIVE ADDITION TO THE FOOD SERVICE DIVISION. HE MAINTAINS AN IMPECCABLE MILITARY APPEARANCE. AN EXCELLENT SUPERVISOR. HE IS RECOMMENDED FOR ADVANCEMENT AND RETENTION.

OFFICIAL RECORD



1000  
4 Jan 18

From: CAPT Brett E. Crozier, USN  
To: Attorney representing CWO4 Brian T. Ware

Subj: CHARACTER REFERENCE ICO CWO4 BRIAN T. WARE, USN

1. I had the opportunity to work with Brian while I was assigned as the Executive Officer onboard USS RONALD REAGAN (CVN 76) from August 2015 to July 2016. During this period, Brian was the Food Service Officer (FSO) for a crew and air wing (CVW 5) of over 5,000 personnel. Having had the opportunity to work directly with FSOs that came before and after Brian, I can confidently say that Brian knew his job and took better care of his Sailors and crew than I have ever seen by another FSO.
2. The RONALD REAGAN completed a hull swap in August 2015 with the USS GEORGE WASHINGTON (CVN 73) and the leadership was faced with the task of quickly combining 2 crews and a new air wing into a proficient and operationally capable unit. Brian's efforts in building a cohesive and exceptional culinary team within the Supply Department had a positive effect across the ship improving morale and played a key role in our immediate operational success as the Navy's only Forwarded Deployed Naval Force (FDNF) aircraft carrier.
3. During my time working with Brian, he demonstrated exceptional behavior both on and off duty and at no time gave me reason to question his integrity or moral fortitude. He is dedicated to our Navy and our country, and I would gladly serve with him again.



B. E. CROZIER

29 DEC 2017

From: Tan, Horacio G., CDR, SC, USN  
To: Whom it may concern

Subj: CHARACTER REFERENCE ICO CWO4 BRIAN T WARE

CWO4 Ware's reputation as one of the best Food Service Officer in the waterfront precedes him. I met CWO4 Ware onboard the USS RONALD REAGAN (CVN 76) in 2016 as I performed my former job as the Lead Inspector for Supply Operations onboard aircraft carriers under Commander Naval Air Force, Pacific. After observing the USS RONALD REAGAN (CVN 76) and 10 other aircraft carriers for an entire year from initial assessment, training phase, monthly performance reports, and final inspection; I must say that the Food Service Operation onboard the REAGAN under CWO4 Ware had been the best in the waterfront and was proven when the REAGAN won the Captain Edward F. Ney Award for food service excellence earning five-star accreditation from a United States Navy evaluation team. This Food Service achievement onboard the REAGAN is not an ordinary feat, because REAGAN's Food Service operation made history as the first ever forward deployed aircraft carrier to win this excellence award. There was no doubt in my inspector's view point that CWO4 Ware was the Most Valuable Player in that team.

CWO4 Ware made an outstanding indelible impression on me not only for his expertise in the food service arena but his striking passion to help, train, and motivate sailors be the best versions of themselves. In addition, his pride and passion to serve the Navy and his country is definitely a 10 from a scale of 1 to 10, 10 being the best. I had the privilege to serve with one other food service subject matter expert in the fleet. His name is Mr. Jim French. Mr. French had over 40 years of food service experience and has been the aircraft carrier lead food service trainer/inspector for decades. I can only see one person that has the same passion and energy to train the fleet when Mr. French retires, that would be CWO4 Ware.

I don't know the details of CWO4 Ware's official charges, but if it deals with food ordering, then I would submit to consider the fact that my inspection team had ingrained in every food service operations onboard the aircraft carrier to "top-off" at every opportunity. If the available food can fit in the storeroom then take it. This has been a necessary practice due to unpredictable replenishment opportunities on deployment. I would also submit for consideration CWO4 Ware's 30 years of dedicated and faithful service to his country as well as his family's sacrifices in the process. Finally, if CWO4 Ware made one mistake in his entire Navy career, this will NOT deter me from serving with him. Should I ever have to go to war again or deploy anywhere in the world, it would be my absolute honor and a privilege to serve with CWO4 Ware should an opportunity arises. I would want CWO4 Ware in my team and wholeheartedly serve with him without any mental reservation!

  
H. G. TAN

DEFENSE EXHIBIT E ~~FOR ID~~  
OFFERED PG 145 ADMITTED PG 150  
Page 2 of 9



2 Jan 2018

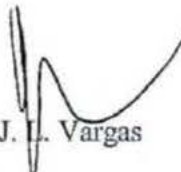
From: Jose L. Vargas, CDR (Sel), SC, USN  
To: Attorney representing Brian T Ware

Subj: CHARACTER REFERENCE LETTER ICO CWO4 BRIAN WARE

I had the pleasure of meeting Brian when I reported to USS RONALD REAGAN based out of Yokosuka, Japan in April of 2016. Since then, we became great friends as both of us shared the passion for serving our Navy and to provide the best service to the Fleet. He always maintains a very high standard of work ethic. His interactions with me, and those I have witnessed with other, are always with great military bearing and keen attention to customs and courtesies. The motivation and dedication he displays on a daily basis have left a lasting impression on me.

Growing from within the enlisted ranks, we know the hard work required to become an Officer in our Navy and he never disappointed me. Brian had a reputation as one of our top Food Services Officer in the Fleet and it was on display every day on the mess decks. Crew loved the dynamic that he brought into one of the most thankless jobs in the Navy. As a prior inspector and in preparation for the NEY program, as I went through his operation, never has he shown any inclination to execute any aspect of his duties in an inappropriate or unethical manner.

I had the duty of being the Officer that escorted Brian for his NCIS interview last year. After I pick him up, I couldn't bear the face and pain that I could see from him. Numerous and almost daily conversations happened between us to keep him focus as we are getting ready for deployment and his upcoming retirement from the Navy. I can see from him that this judgement lapse had taken a toll on a man that loves his country and his family. And hope, that his almost 30 years of honorable service to the country and his Sailors, continue to be memorable moments instead of being remembered and punish for a lapse in judgement. I would gladly serve with Brian again.

  
J. L. Vargas

DEFENSE EXHIBIT E ~~FOR ID~~  
OFFERED PG 145 ADMITTED PG 150  
Page 3 of 9



03 JAN 2018

From: Eric L. Alexander, LCDR, USN  
To: Attorney Representing Brian T. Ware  
Subj: CHARACTER REFERENCE ICO CWO4 BRIAN T. WARE

I am submitting this letter on the behalf of CWO4 Brian Ware, whom I've known for over four years. I met Brian onboard the USS GEROGE WASHINGTON (CVN-73), when it was homeported in Yokosuka, Japan. I checked onboard the ship in August 2013 as the Flight Deck Officer, and one of the first Officers I met was Brian Ware, as he held the extremely important position as the Food Service Officer.

It's unfortunate that the circumstances that have led me to type this letter are because of allegations that have been made against Brian. I am quite certain that the allegations do not fit the character and morals of the man in which they are against. In my 23 years of military service I have NEVER experienced a "Chow Boss" who exudes the amount of passion, professionalism, and motivation as Brian has, day in and day out. My Sailors worked 14 hour days on the Flight Deck when we were out to sea; there were times when I just could not afford to allow them all to go down to the Mess Decks to eat "chow". When those situations existed, I knew exactly who to call: BRIAN WARE.

Brian not only supported my Sailors and I, but he supported the mission of the ship, which is to launch and recover aircraft onboard the nuclear carrier. Brian was well aware of the fact that in order "to promote freedom and democracy around the world", those young Sailors running the flight operations required the energy that rested well within a good meal. Brian took care of ALL Sailors onboard the USS GEORGE WASHINGTON (CVN-73)! I witnessed this, and I am forever indebted to Brian for supporting my Sailors and I, the Air Department, and the command as a whole.

I have heard in detail the allegations that Brian has been charged with, and in my humble opinion, it seems as if Brian walked into a bad situation as soon as he reported to his first commissioned tour. He may have been naïve to certain rules and regulations of the Uniform Code of Military Justice, but he definitely didn't create the ordeal known as the "Fat Leonard Scandal". There are Officers with more seniority than Brian who have confessed to knowingly participating in this scandal, and have received less punishment than the charges that stand before Brian.

Brian is a family man, whose family's circumstances could end up complicated if he were convicted and sent to prison. He has proudly served his country for 30 years and those years should not be overshadowed by a temporary spell of naiveté. I humbly ask the court to take in account his career minus these charges and give him the benefit of the doubt. If ever a sailor deserved it, it's him.

If you have any further questions, please feel free to contact me at (b) (6)

Best Regards,

*Eric L. Alexander*

LCDR ERIC L. ALEXANDER, USN  
Force Fuels Officer  
COMNAVAIRPAC

DEFENSE EXHIBIT E EOR-10  
OFFERED PG 145 ADMITTED PG 150  
Page 4 of 9

From: Marcus L. Jones, LCDR, SC, USN

To: Attorney Representing Brian T. Ware

Subj: CHARACTER REFERENCE ICO CWO4 BRIAN T. WARE

This letter is written in hope of saving the life of my friend. I have known Brian personally since December 2012 when he was transitioning to USS GEORGE WASHINGTON. It was with great shock that I found out about the charges he was facing. It is completely out of character, and quite frankly hard to believe, for the Brian I know.


I quickly became aware of Brian's good character as I was his first line supervisor when he reported aboard the GW as Food Service Officer (a.k.a. Chow Boss). When he arrived the Food Service Division had very serious issues, most significantly was the fact that the food inventory was over issued in excess of \$400k. He quickly and expertly identified the problems, planned a solution and executed smartly. He excelled at his duties, was well-respected in the wardroom, and was always eager to help others. In addition to his regular duties, he regularly sought out junior sailors to mentor and went beyond his duties in enhancing the crew's quality of life.

Singularly because of Brian, our Food Service Division went from one of the most challenged to competing for best Food Service in the Navy. Although I was Brian's supervisor, he taught me many lessons regarding the Navy and how to better look out for sailors. I can honestly say that I am a better Officer today because of Brian, and it hurts that my shipmate and friend is facing charges related to the Fat Leonard scandal.

If Brian has broken the law, I know in my heart it was due to the bad cultural influences within Seventh Fleet at the time. I feel that Brian, his family, and the Navy would be better served if he is allowed to retire honorably. Anything other than an honorable retirement would unnecessarily destroy his future, and deprive society of a valuable citizen. Brian has shown great remorse for even being charged, and any punishment that denies him opportunities for civil service will not only destroy his legacy but unfairly punish his wife and daughter. I say this not because I am his friend, but because I truly believe it.

Brian is a good, trustworthy, and dignified man who has literally given his all to the Navy. I truly believe that everyone would be better served if he is allowed to retire honorably. I humbly ask that you do not alter the direction of his wife's and daughter's lives based on a bad culture.

If you have any further questions, please feel free to contact me at (b) (6)

  
\_\_\_\_\_  
Marcus Jones  
LCDR, SC, USN



24 DEC 2017

From: Carlos J Lopez, LT, SC, USN  
To: Attorney representing Brian T Ware

Subj: CHARACTER REFERENCE ICO CWO4 BRIAN T WARE

I have had the pleasure of knowing Brian since 2013 when I reported to USS GEORGE WASHINGTON based out of Yokosuka, Japan. We immediately struck a friendship in large part because we are both prior enlisted sailors with similar career paths and both shared a passion for serving our Navy. During our times on deployment and casual conversations, we spent countless hours talking about our Navy, life, and the journeys we were able to embark on through our careers. Shortly after I had the pleasure of meeting his wife Ayako who happened to be an acquaintance of my wife since they both shared a passion for fitness and saw each other at the gym regularly. Brian has been a close friend, mentor, and a great deal of inspiration for me personally due to his unmatched passion for his job. Both personally and professionally, he is without a doubt someone I wish to emulate. In my dealings with him on and off duty his conduct has been exemplary and his decorum beyond reproach. The motivation and dedication he displays coupled with his genuine care for food service have left a lasting impression on me.

Based on my 18 years of service both as Enlisted and Officer, I am supremely confident in saying that Brian Ware is the absolute best Food Service Officer I have ever seen. The qualities Brian exhibits while executing his duties will leave anyone who observes him in awe. He understands and fully embraces patriotic duty, etiquette, reputations, and community. My position requires that I inspect and train Food Service Officers on all 11 of our CVNs. Brian has shown time and time again he is head and shoulders above his peers, and his record reflects that. Never in my dealing with him either as a shipmate or as the Services Policy Officer has he been anything other than completely transparent. Never has he shown any inclination to execute any aspect of his duties in an inappropriate or unethical manner. Whether it was running a NEY Award winning galley, which he brought to the FDNF CVN for the first time in history, or sitting on an LDO board which we did numerous times, Brian has represented the very best our Navy has to offer. His inspiring life story, sense of duty, and desire to serve his country exemplify the qualities we seek in our officers. I have seen firsthand his willingness to dedicate off duty hours to preparations for a deployment, caring for one of his sailors, and going out of his way to ensure a new officer like me was comfortable standing his first duty day. His intelligence, passion for country, and burning desire to serve have been a gift to our Navy. I would gladly serve with Brian again.

The pain Brian and his family have had to endure is incalculable. To see a man who dedicated his life to the service of our country reduced to someone who had a lapse in judgement is painful to watch not only to me but to all who have served with him and have benefitted from his guidance. Brian has suffered and will continue to suffer as will his wife and adopted daughter. He is terrified of being separated from his beloved child. It is my sincere hope that the appropriate authorities see his judgement lapses as instances out of his character and allow him to go home after court to try and piece his family's life back together in Japan however difficult that may be with a federal conviction.

  
C. J. Lopez

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14 Dec 2017

To the Judge,

My name is CMDCM Shaun Brahmsteadt. I am currently the Senior Enlisted Leader of Defense Logistics Agency stationed on Fort Belvoir, VA. I am writing to you to provide my input of character in the case of CWO4 Brian Ware (or better known as the Chow Boss to me.) I first met CWO4 Ware sometime in 2012/2013 I believe when he reported onboard the USS GEORGE WASHINGTON as the Chow Boss in charge of the Cooks and Galley's onboard. I was then the Command Master Chief of the ship. He was a tough but very caring leader. He expected the best out of his cooks to ensure the crew of the ship were well feed for each and every meal. He instituted several special meals, themed meals, and holiday meals for the crew. He revamped what and how the Sailors were served. All his contributions helped tremendously in increasing the morale of the crew!

The time that I have known CWO4 Ware, he has always been professional, courtesy, and a genuine leader. His first thoughts were for the Sailors onboard. He was a Sailors leader and was well liked by the crew. I have every confidence in the world that CWO4 Ware can bounce back from this and be a very productive member of the Navy and society. I would gladly serve with him again if given the opportunity.

If you need any further information you can contact me at (b) (6) or phone (b) (6). My mailing address is: (b) (6).

Thanks for your time and consideration in this matter. Have a great day!

Very respectfully,

  
Shaun I Brahmsteadt

31 DEC 2017


From: Tangela L Chue, MCPO, USN  
To: Attorney representing Brian T Ware

Subj: CHARACTER REFERENCE ICO CWO4 BRIAN T WARE

I've known Warrant Officer Brian Ware since 2010 when I reported to the USS BLUE RIDGE home-ported in Yokosuka, Japan. The first thing that immediately stood out about him was his uniform appearance and the passion he displayed regarding his job. I said to myself man that is one squared away and motivated officer. You see, those are key and physical qualities that our Sailors must see everyday which motivate others to want to be the best and give 100% every day on the job. That is what I saw of Brian every single time that our paths crossed while serving together on or off duty. His attitude and love for this country is infectious and many like myself strive to emulate. Shortly after my tour on board the Blue Ridge, I had the pleasure of meeting his wife Ayako, unknowing at the time who she was. Ayako was a personal trainer and I sought her help to better myself in fitness. I never imagined that we would develop a bond through a fitness journey, opening up to one another about our struggle with infertility. Since then we have remained close friends and we both were blessed with child.

In my 22 years of service from Seaman Recruit to now Master Chief Petty Officer, I am extremely confident in saying that my fellow brother Brian is one of the best I've had the pleasure of serving with and is the best Food Service Officer I've ever seen. I've served on board several ships and ate at many galleys, but never have I seen another culinary specialist or leader out on the deck plates ensuring that the crew was taken care of and providing the best food and ship services possible. His reputation throughout the food service community is nothing short of exemplary, with countless accolades that support his dedication and hard work. He understands what is required of us as Leaders and is the epitome of the Navy Core values Honor-Courage-Commitment. Never in my dealing with him have I ever observed anything other than a human being who genuinely cares about Sailors and his job. Never has he spoke of nor shown any inclination to execute his duties inappropriately or unethical. To serve along side someone who was so passionate about what he did and devoted himself to making the crew were taken care of, showed the sense of pride that he had while serving in the Navy. Patriotism like this doesn't often shine through in others like it did with Brian. He has left an everlasting impression on me.

Learning of the accusations against Brian, doesn't change my admiration and respect that I have for him. To know of the pain that Brian and his family is going through is heartbreaking. To see a man who has dedicated his adult life serving our country being degraded, reduced and more so being made feel abandoned who made a mistake or misguided decision is gut-wrenching. No matter the outcome, Brian and his family has suffered and will continue to suffer. It is my sincere hope that the judge see and acknowledges Brian's anguish and embarrassment as punishment served. Please don't take him away from his source of strength, his family Ayako and (b) (6) over one mistake.

  
Tangela L. Chue  
MCPO USN

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Jude for Brian Ware's Case:

I am writing this letter to help my friend Brian Ware. I want you to know that I really want to help him for anyways. He is the least person to make any crime or whatsoever.

I am Japanese, and I am a good friend of Brian's wife Ayako who is also Japanese and live very close to the base. My English is not very good so I hope that is okay?

I visit them every week with my daughter and my old dog and he always makes us it is our home. He loves cooking and he always serves us delicious food and desert. He brings us desert home, too. For Japanese, it is special that we feel American food and American culture by great American family. My daughter is same age as their adopted daughter, so they grow up like sisters. I am always impressed by how hard he works around the house for his daughter. He changes diaper, makes her go to sleep takes her bath...etc... He always thinks the family is the number one. I always tell his wife that she is the lucky one to be married him.

He always cares about others, make sure if the others are comfortable, and he does everything right. He is the last person to do something wrong.

I know for sure why that I love going to their house is because he made the home very comfortable like His personality.

9 years ago, he showed me his NAVY uniform for the first time. And he explained why there are so many ribbons on his uniform. He explained each meaning of the ribbons and his thought of that. I realized that he really loves his work. He is so proud of being a Navy man. Also, he loves serving in Japan and he has been studying very hard for the relationship between Japan and US relationships, too.

When he was working at Blue ridge he invited us for the ship. He was the chow boss and he was serving all the food to his crews, and when he is serving the food, he was asking every one of them how They were doing.... You are doing great job!! Etc..... The galley where he works was full of good sprits because of him.

After that he showed us around the ship and explained us very well... I was very impressed by his work, how much he loves his work... Honestly as a Japanese of Yokosuka residence, I didn't have a good image of American Navy Lots of troubles before I met Brian Ware.

Although I don't know why he must go through this ... but I can say for sure he is the nice guy and he will be the last person to make any crime. I am writing this so that you will know.

Mai Hayakawa



The Washington Post

(//www.washingtonpost.com?nid=top\_pb\_wplogo)

Investigations

# Prostitutes, vacations and cash: The Navy officials 'Fat Leonard' took down

By Craig Whitlock (<https://www.washingtonpost.com/people/craig-whitlock>) and Kevin Uhrmacher (<https://www.washingtonpost.com/people/kevin-uhmacher>)  
Updated Nov. 5, 2017

(mailto:?)

subject=Prostitutes, vacations and cash:  
The Navy officials 'Fat Leonard' took  
down&body=<https://www.washingtonpost.com/graphics/investigations/seducing-the-seventh-fleet/>  
More

Leonard Glenn Francis, a Malaysian defense contractor, has pleaded guilty to bribing “scores” of Navy officials with cash, prostitutes and other gifts — such as hotel stays, airfare and electronics — so that they would feed him classified or inside information, which he used to defraud the Navy. The slowly unfolding investigation has exposed a staggering degree of corruption within the 7th Fleet.

*Related story: The man who seduced the 7th Fleet*  
(<http://www.washingtonpost.com/sf/investigative/wp/2016/05/27/fat-leonard/>)

<https://www.washingtonpost.com/graphics/investigations/seducing-the-seventh-fleet/>

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Civilian authorities have filed criminal charges against 29 people.

According to the Navy, an additional 440 active-duty and retired military personnel – including about 60 admirals

([https://www.washingtonpost.com/investigations/fat-leonard-scandal-expands-to-ensnare-more-than-60-admirals/2017/11/05/f6a12678-be5d-11e7-97d9-bdab5a0ab381\\_story.html](https://www.washingtonpost.com/investigations/fat-leonard-scandal-expands-to-ensnare-more-than-60-admirals/2017/11/05/f6a12678-be5d-11e7-97d9-bdab5a0ab381_story.html)) – have come under scrutiny for possible violations of military law or ethics rules. The Navy says it has cleared many of those personnel, but has substantiated misconduct by more than 40 people so far. It is keeping most of their names a secret.

What is known

18 people who have pleaded guilty in U.S. federal court and Singapore,



10 others have criminal cases pending in federal court in San Diego



5 sailors have been charged under military law,



5 admirals have been disciplined or admonished by the Navy



... and more than 400 others not yet identified.

## Guilty pleas: Francis and four of his senior executives.

Leonard Francis

President and chief  
executive officer,  
Glenn Defense  
Marine Asia



– Has admitted to bribing 'scores' of Navy officials with millions of dollars so they would leak him classified and confidential information about Navy operations, which he used in turn to gouge the Navy for port services.

STATUS Pleaded guilty in January 2015 to bribery, conspiracy to commit bribery, and conspiracy to defraud the United States.

PUNISHMENT Sentence pending.

### Edmond Aruffo

Japan country manager for Glenn Defense; retired Navy officer

– Recruited active-duty Navy officers to work as moles for Glenn Defense. Devised kickback scheme with Japanese contractors to defraud the Navy of more than \$1 million. Used the kickback proceeds to pay for items that Glenn Defense did not want to record on its books, such as meals, drinks and gifts it gave to Navy officers.

STATUS Pleaded guilty in July 2014 to conspiracy to defraud the United States.

PUNISHMENT Sentence pending.



**Alex Wisidagama**  
Global manager for government contracts, Glenn Defense



– A Singapore citizen and a cousin of Francis, Wisidagama prepared and submitted fraudulent invoices to the Navy for fuel, port tariffs and other services in a \$34 million overbilling scheme. His attorney did not respond to a request for comment.

STATUS Pleaded guilty in March 2014 to conspiracy to defraud the United States.

PUNISHMENT Sentenced in March 2016 to 63 months in federal prison.

**Linda Raja, aka Raja Shamsa**

General manager for Singapore, Australia and Pacific Isles for Glenn Defense

– Submitted bogus bids, claims and invoices that cheated the Navy of millions of dollars.

STATUS Pleaded guilty in May 2017 to fraud.

PUNISHMENT Sentenced in August 2017 to 46 months in federal prison.

**Neil Peterson**

Vice president of global operations, Glenn Defense

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– Submitted bogus bids, claims and invoices that cheated the Navy of millions of dollars.

STATUS Pleaded guilty in May 2017 to fraud.

PUNISHMENT Sentenced in August 2017 to 70 months in federal prison.

*Related story: How 'Fat Leonard' bribed the Navy to get U.S. diplomatic immunity*

*([https://www.washingtonpost.com/investigations/how-fat-leonard-bribed-the-navy-to-get-us-diplomatic-immunity/2017/06/16/be4fd53c-5204-11e7-b064-828ba60fbb98\\_story.html](https://www.washingtonpost.com/investigations/how-fat-leonard-bribed-the-navy-to-get-us-diplomatic-immunity/2017/06/16/be4fd53c-5204-11e7-b064-828ba60fbb98_story.html))*

## Guilty pleas: 14 Navy officials.

Rear Adm. Robert Gilbeau (retired)

Former special assistant to the chief of the Navy Supply Corps

– Lied to investigators about his relationship with Francis and allegedly accepted kickbacks.

STATUS Pleaded guilty in June 2016 to making a false official statement. Reduced in rank to captain.

PUNISHMENT Sentenced in May 2017 to 18 months in prison, plus \$150,000 in fines and restitution.

Capt. Michael George Brooks (retired)

Former U.S. naval attache in the Philippines

– Secured diplomatic clearance for Glenn Defense so the firm could dodge taxes and customs fees. Allowed Glenn Defense to ghostwrite its own Navy performance evaluation.

STATUS Pleaded guilty in November 2016 to conspiracy to commit bribery.

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PUNISHMENT

Sentenced in June 2017 to 41 months in prison, plus \$72,000 in fines and restitution.

BRIBES TAKEN

Prostitution

Travel



**Capt. Jesus V. Cantu (retired)**

Former assistant chief of staff for logistics, 7th Fleet

- Provided Francis with propriety information about Navy business in exchange for prostitutes, meals and hotel expenses.
- Gave "materially false" statements to investigators about his relationship with Francis.

STATUS Pleaded guilty in August 2017 to conspiracy to commit bribery.

PUNISHMENT Sentence pending.

BRIBES TAKEN

Prostitution Hotel rooms and meals

**Capt. Daniel Dusek**

Former deputy director of operations for the 7th Fleet; former commander of USS Bonhomme Richard





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- Has admitted to leaking classified ship schedules on "dozens" of occasions.
- Steered Navy ships to ports controlled by Francis so he could more easily bilk for services.

STATUS Pleaded guilty in January 2015 to conspiracy to commit bribery.

PUNISHMENT Sentenced in March 2016 to 46 months in federal prison, plus \$100,000 in fines and restitution.

BRIBES TAKEN

Meals, alcohol, gifts and stays at luxury hotels, including one night with his family at the Marriott Waikiki in Hawaii

One night with a prostitute at the Shangri-La hotel in Makati, Philippines

One night at a Tokyo hotel Four nights at a Manila hotel, along with a prostitute

Four nights at a Hong Kong hotel, along with a prostitute

Cmdr. David  
Kapaun  
(retired)

Former deputy chief  
of staff, Special  
Operations  
Command, Pacific



STATUS Pleaded guilty in June 2017 to making false statements.

PUNISHMENT Sentenced in September 2017 to 18 months in federal prison and \$75,000 in fines and restitution.

BRIBES TAKEN

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Failed to disclose during security clearance review that Francis had given him prostitutes and gifts.

Cmdr. Michael  
Misiewicz  
Former deputy  
director of  
operations, 7th  
Fleet; commander of  
USS Mustin



- Leaked classified ship schedules on eight occasions.
- Leaked classified material about Navy ballistic missile defense operations.
- Pushed to re-route aircraft carriers to ports controlled by Francis.

STATUS Pleaded guilty in January 2016 to conspiracy and bribery.

PUNISHMENT Sentenced in April 2016 to 78 months in prison, plus \$195,000 in fines and restitution.

BRIBES TAKEN

Free vacations for him and his extended family in Cambodia, Malaysia and Singapore

The services of prostitutes in Manila and Japan Tickets to a Lady Gaga concert in Thailand

Tickets to the "Lion King" musical in Japan A designer handbag for his wife

Cmdr. Bobby R. Pitts (retired)



Former supply and logistics officer for 7th Fleet

- Provided Francis with inside information about Navy investigations into Glenn Defense.
- Helped Francis cover up Glenn Defense's practice of overbilling the Navy

STATUS Pleaded guilty in August 2017 to conspiracy to defraud the United States.

PUNISHMENT Sentence pending.

Cmdr. Jose  
Luis Sanchez

Former logistics  
officer, 7th Fleet



- Leaked classified ship and submarine schedules on at least seven occasions.
- Alerted Francis to internal Navy investigations into Glenn Defense's billing practices.

STATUS Pleaded guilty in January 2015 to bribery, and conspiracy to commit bribery.

PUNISHMENT Sentence pending.

BRIBES TAKEN

Cash and other gifts worth up to \$140,000

Travel expenses, including hotel stays in Singapore, Tokyo and Manila Prostitutes

Roundtrip airfare from Japan to the United States

Lt. Cmdr.  
Gentry Debord  
Former logistical  
and supply officer



– Provided Francis with inside information about investigations into Glenn Defense in exchange for cash bribes and prostitutes.

STATUS Pleaded guilty in October to conspiracy to commit bribery.

PUNISHMENT Sentenced in January to 30 months in prison, plus \$52,000 in fines and restitution.

BRIBES TAKEN  
Prostitution

Lt. Cmdr. Todd Malaki  
Former logistics planner and supply officer

– Leaked classified Navy ship schedules on more than a dozen occasions.  
– Leaked business secrets of Francis's competitors.

STATUS Pleaded guilty in April 2015 to conspiracy to commit bribery.

PUNISHMENT Sentenced in January 2016 to 40 months in federal prison, plus \$30,000 in fines and restitution.

BRIBES TAKEN

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\$3,000 in cash One night with a prostitute at a karaoke club in Malaysia

Three nights at the Grand Hyatt hotel in Singapore

Three nights at the Grand Hyatt in Hong Kong Two nights at the Empire Hotel in Hong Kong

Nine days lodging in Tonga

Petty Officer 1st  
Class Dan  
Layug

Former logistics  
specialist, USS Blue  
Ridge and 7th Fleet



– Leaked competitors' business secrets and classified ship schedules on six occasions.

STATUS Pleaded guilty in May 2014 to conspiracy to commit bribery.

PUNISHMENT Sentenced in January 2016 to 27 months in prison, plus a \$15,000 fine.

BRIBES TAKEN

Monthly \$1,000 cash allowance

Electronic gadgets, including a cellphone, iPad, digital camera and Wii and PSP video-gaming consoles

Hotel rooms for him and his Navy friends in Malaysia, Indonesia, Thailand, South Korea, Singapore and Hong Kong



### John Beliveau II

Former special  
agent, Naval  
Criminal  
Investigative Service



– Downloaded and leaked scores of NCIS reports about pending criminal investigations into Glenn Defense.

STATUS Pleaded guilty in December 2013 to bribery and conspiracy to commit bribery.

PUNISHMENT Sentenced in October 2016 to 12 years in prison.

#### BRIBES TAKEN

Cash Laptop computer

Travel expenses, including airfare to Bangkok and two nights there in a hotel

A prostitute from the Philippines Three-week, five-country vacation in Southeast Asia

### Sharon Kaur

Former Navy contracting official based in Singapore

– Leaked confidential contract information to Francis in exchange for \$165,000 in cash and luxury travel, according to Singapore authorities.

STATUS Pleaded guilty in June 2017 in Singapore state court to corruption.

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PUNISHMENT  
Sentence pending.

BRIBES TAKEN  
Cash payments



Five nights at the Ritz-Carlton Bali resort hotel in Indonesia

A week at the Sheraton Jumeirah Beach hotel in Dubai

Three nights at the Shangri-La Hotel in Jakarta A week at the St. Regis Bali resort

### Paul Simpkins

Former Navy contracting supervisor based in Singapore

– Rigged Navy contracts in Thailand for Glenn Defense in exchange for \$350,000 in bribes and prostitutes. Acted as a secret fixer for the firm.

STATUS Pleaded guilty in June 2016 to bribery, and conspiracy to commit bribery.

PUNISHMENT Sentenced in December 2016 to six years in prison, plus \$450,000 in fines and restitution.

BRIBES TAKEN

Accused of taking \$150,000 in cash and \$250,000 in wire transfers from Francis and Glenn Defense

Travel expenses Services of prostitutes

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*Related story: Another Navy officer pleads guilty to taking bribes from 'Fat Leonard' ([https://www.washingtonpost.com/world/national-security/another-navy-officer-pleads-guilty-to-taking-bribes-from-fat-leonard/2017/08/18/6e7f7c90-8465-11e7-ab27-1a21a8e006ab\\_story.html](https://www.washingtonpost.com/world/national-security/another-navy-officer-pleads-guilty-to-taking-bribes-from-fat-leonard/2017/08/18/6e7f7c90-8465-11e7-ab27-1a21a8e006ab_story.html))*

## Awaiting trial

Rear Adm. Bruce Loveless (retired)

Former director of intelligence operations for U.S. Navy and intelligence chief for 7th Fleet

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– Arrested in California in March and charged with conspiracy, bribery and making false statements.

STATUS Case pending. Has pleaded not guilty.

BRIBES ALLEGEDLY TAKEN



Allegedly accepted prostitutes, hotel rooms and extravagant meals from Leonard Francis, and then lied to investigators about it.

Travel

#### Capt. James Dolan (retired)

Former assistant chief of staff for logistics, 7th Fleet

- Allegedly intervened on Glenn Defense's behalf in contracting and billing disputes.
- Arrested in Pennsylvania in March and charged with conspiracy and bribery.

STATUS Case pending. Has pleaded not guilty.

BRIBES ALLEGEDLY TAKEN

Prostitution Travel

#### Capt. David A. Lausman (retired)

Former commanding officer of the USS George Washington and the USS Blue Ridge

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- Allegedly steered warships to ports controlled by Glenn Defense and sought to undermine its competitors.
- Arrested in Florida in March and charged with conspiracy, bribery, obstruction of justice, and making false statements.

STATUS Case pending. Has pleaded not guilty.

BRIBES ALLEGEDLY TAKEN

Prostitution Travel

Capt. David  
Newland  
(retired)

Former chief of staff  
to the commander,  
7th Fleet



- Allegedly helped to steer Navy ships to ports controlled by Francis and intervened on behalf of Glenn Defense during billing and contract disputes.
- Arrested in Texas in March and charged with conspiracy and bribery.

STATUS Case pending. Has pleaded not guilty.

BRIBES ALLEGEDLY TAKEN

Prostitution Travel



Col. Enrico  
"Rick" de  
Guzman  
(retired)

Former assistant  
chief of staff of  
operations, U.S.  
Marine Corps  
Forces, Pacific



- Allegedly pushed for Glenn Defense's business interests within the Navy and helped recruit new members of the conspiracy.
- Arrested in California in March and charged with conspiracy and bribery.

STATUS Case pending. Has pleaded not guilty.

BRIBES ALLEGEDLY TAKEN  
Travel

Cmdr. Mario Herrera

Former fleet operations/schedules officer for 7th Fleet

- Arrested in February in Texas and charged with conspiracy to commit bribery.
- Allegedly conspired with other Navy officers to provide classified ship schedules to Francis, and steered Navy vessels to ports controlled by Glenn Defense.

STATUS Case pending. Has pleaded not guilty.

BRIBES ALLEGEDLY TAKEN  
Prostitution Travel

Cmdr. Donald  
Hornbeck  
(retired)  
Former deputy chief  
of staff for  
operations, 7th Fleet



– Indicted in March and charged with conspiracy and bribery.

STATUS Case pending. Has pleaded not guilty.

BRIBES ALLEGEDLY TAKEN

Prostitution Travel

Cmdr. Stephen F. Shedd

Former commanding officer of the USS Milius and planning officer for 7th Fleet

– Allegedly leaked classified information about ship movements to Francis.

– Arrested in Colorado in March and charged with conspiracy and bribery.

STATUS Case pending. Has pleaded not guilty.

BRIBES ALLEGEDLY TAKEN

Prostitution Travel

Chief Warrant  
Officer Robert  
Gorsuch  
(retired)  
Former flag  
administration  
officer, 7th Fleet



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- Allegedly delivered computer disks with classified information to Leonard Francis.
- Arrested in Virginia in March and charged with conspiracy and bribery.

STATUS Case pending. Has pleaded not guilty.

BRIBES ALLEGEDLY TAKEN

Travel

#### Unknown Glenn Defense employee

- Indicted by federal grand jury in December 2014 on fraud and conspiracy charges. Identity has been redacted in court records.
- Allegedly submitted false price quotes and fraudulent billing invoices for millions of dollars to the Navy.

STATUS Believed to be in Asia. Arrest warrant pending.

*Related story: Admiral, seven others charged with corruption in new 'Fat Leonard' indictment*

*([https://www.washingtonpost.com/investigations/admiral-seven-others-charged-with-corruption-in-new-fat-leonard-indictment/2017/03/14/fafo1600-08da-11e7-b77c-0047d15a24e0\\_story.html](https://www.washingtonpost.com/investigations/admiral-seven-others-charged-with-corruption-in-new-fat-leonard-indictment/2017/03/14/fafo1600-08da-11e7-b77c-0047d15a24e0_story.html))*

## Five admirals have been disciplined or admonished by the Navy.

Vice Adm. Ted "Twig" Branch (retired)

Former deputy chief of naval operations and director of naval intelligence

– Navy suspended his access to classified material in November 2013 and announced he was under criminal investigation for "inappropriate conduct." Justice Department decided in 2017 not to press criminal charges and referred his case to the Navy for review.

STATUS Navy announced in September 2017 that it had taken "appropriate administrative action" against Branch but would not provide any details.



Vice Adm. Michael H. Miller (retired)  
Former superintendent, U.S. Naval Academy

– Censured in February 2015 for accepting gifts and "extravagant" meals from Francis.

STATUS Retired in August 2015.

Rear Adm. Adrian Jansen  
Former naval attache to Indonesia and defense attache to China

– Found guilty in February 2017 of violating military law for accepting wine and dinners worth more than \$5,000 from Glenn Defense. Reprimanded and fined \$7,500.

STATUS Retirement pending.

<https://www.washingtonpost.com/graphics/investigations/seducing-the-seventh-fleet/>

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Rear Adm.  
Terry B. Kraft  
(retired)  
Former commander,  
U.S. Naval Forces,  
Japan



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– Censured in February 2015 for accepting "extravagant" meals from Francis.

STATUS Forced to retire in July 2015.



Rear Adm. David R. Pimpo (retired)

Former commander with the Naval Supply Systems Command

– Censured in February 2015 for accepting gifts and "extravagant" meals from Francis.

STATUS Reduced in rank and forced to retire as a captain in July 2015.

*Related story: Navy files first charges under military law in 'Fat Leonard' scandal*

*([https://www.washingtonpost.com/investigations/navy-files-first-charges-under-military-law-in-fat-leonard-scandal/2017/06/19/10042eb2-54fa-11e7-a204-ad706461fa4f\\_story.html](https://www.washingtonpost.com/investigations/navy-files-first-charges-under-military-law-in-fat-leonard-scandal/2017/06/19/10042eb2-54fa-11e7-a204-ad706461fa4f_story.html))*

<https://www.washingtonpost.com/graphics/investigations/seducing-the-seventh-fleet/>

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## Court- martial



proceedings: Five sailors have been charged with crimes under military law.

Capt. John F. Steinberger

Former commander, Destroyer Squadron 1 and USS Decatur.

– Charged in April 2017 with conspiracy and conduct unbecoming an officer

STATUS Case pending. Is contesting charges.

### BRIBES ALLEGEDLY TAKEN

Allegedly accepted prostitutes, free hotel rooms and meals from Francis in exchange for helping Glenn Defense's business interests.

Travel

<https://www.washingtonpost.com/graphics/investigations/seducing-the-seventh-fleet/>

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Cmdr. David A.  
Morales

Former deputy  
director for Navy  
contracting  
operations in  
Singapore



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– Charged in March 2017 with graft, bribery, making false statements and conduct unbecoming an officer

– Allegedly accepted bribes from Glenn Defense, including prostitutes, four suckling pigs and tickets to a Julio Iglesias concert

STATUS Case pending at Naval Station Norfolk in Virginia. Attorney has said he is innocent of wrongdoing.

BRIBES ALLEGEDLY TAKEN

Prostitution

#### Cmdr. Jason W. Starmer

Former operations director for U.S. military advisory group to Thailand

– Charged in August 2017 with graft, adultery, conduct unbecoming an officer and lying to investigators.

STATUS Case pending. Is contesting charges.

BRIBES ALLEGEDLY TAKEN

Allegedly accepted prostitutes, meals and liquor from Francis in Singapore and Bangkok.

#### Lt. Peter L. Vapor

Supply Corps officer, formerly based in Singapore

– Charged in August 2017 with lying to investigators, adultery and conduct unbecoming an officer.

STATUS Case pending. Attorney has said he is innocent of wrongdoing.

BRIBES ALLEGEDLY TAKEN

Prostitution

#### Chief Warrant Officer Brian T. Ware

Former food service officer for the USS Blue Ridge and USS George Washington

– Charged in May 2017 with graft and violating orders.

STATUS Case pending. Is contesting charges.

BRIBES ALLEGEDLY TAKEN

Travel



*Related story: Navy files first charges under military law in 'Fat Leonard' scandal*

*([https://www.washingtonpost.com/investigations/navy-files-first-charges-under-military-law-in-fat-leonard-scandal/2017/06/19/10042eb2-54fa-11e7-a204-ad706461fa4f\\_story.html](https://www.washingtonpost.com/investigations/navy-files-first-charges-under-military-law-in-fat-leonard-scandal/2017/06/19/10042eb2-54fa-11e7-a204-ad706461fa4f_story.html))*

Sources: Federal court records, staff reports. Photos from the U.S. Navy and Associated Press. Originally published May 27, 2016.

False Statements, in violation of 18 U.S.C. § 1001  
 Maximum Penalty: 5 years in prison, a \$250,000 fine

Obstruction of Justice, in violation of 18 U.S.C. § 1519  
 Maximum Penalty: 20 years in prison, a \$250,000 fine

Conspiracy to Commit Honest Services Wire Fraud, in violation of 18 U.S.C. §§ 1349, 1346, 1343  
 Maximum Penalty: 20 years in prison, a \$250,000 fine

**INVESTIGATING AGENCIES**

Defense Criminal Investigative Service  
 Naval Criminal Investigative Service  
 Defense Contract Audit Agency

\*The charges and allegations contained in an indictment or complaint are merely accusations, and the defendants are considered innocent unless and until proven guilty.

**BREAKDOWN OF COUNTS**

Counts	Code	Description	Defendant(s)
1	18 U.S.C. § 371	Conspiracy to Commit Bribery	All
2	18 U.S.C § 201(b)(2)(A) and (C)	Bribery	Newland
3	18 U.S.C § 201(b)(2)(A) and (C)	Bribery	DeGuzman
4	18 U.S.C § 201(b)(2)(A) and (C)	Bribery	Hornbeck
5	18 U.S.C § 201(b)(2)(A) and (C)	Bribery	Dolan
6	18 U.S.C § 201(b)(2)(C)	Bribery	Loveless
7	18 U.S.C § 201(b)(2)(A) and (C)	Bribery	Lausman
8		Bribery	Herrera

<https://www.justice.gov/usao-sdca/pr/us-navy-admiral-plus-eight-officers-indicted-part-cor...> 10/5/2017

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	18 U.S.C § 201(b)(2)(A) and (C)		
9	18 U.S.C § 201(b)(2)(A) and (C)	Bribery	Shedd
10	18 U.S.C § 201(b)(2)(A) and (C)	Bribery	Gorsuch
11	18 U.S.C. § 1001(a)(2)	False Statements	Lausman
12	18 U.S.C. § 1519	Obstruction	Lausman
13	18 U.S.C. §§ 1349, 1346, and 1343	Conspiracy to Commit Honest Services Wire Fraud	All

**Topic(s):**  
Public Corruption

**Component(s):**  
USAO - California, Southern

**Press Release Number:**  
CAS17-0314-Loveless

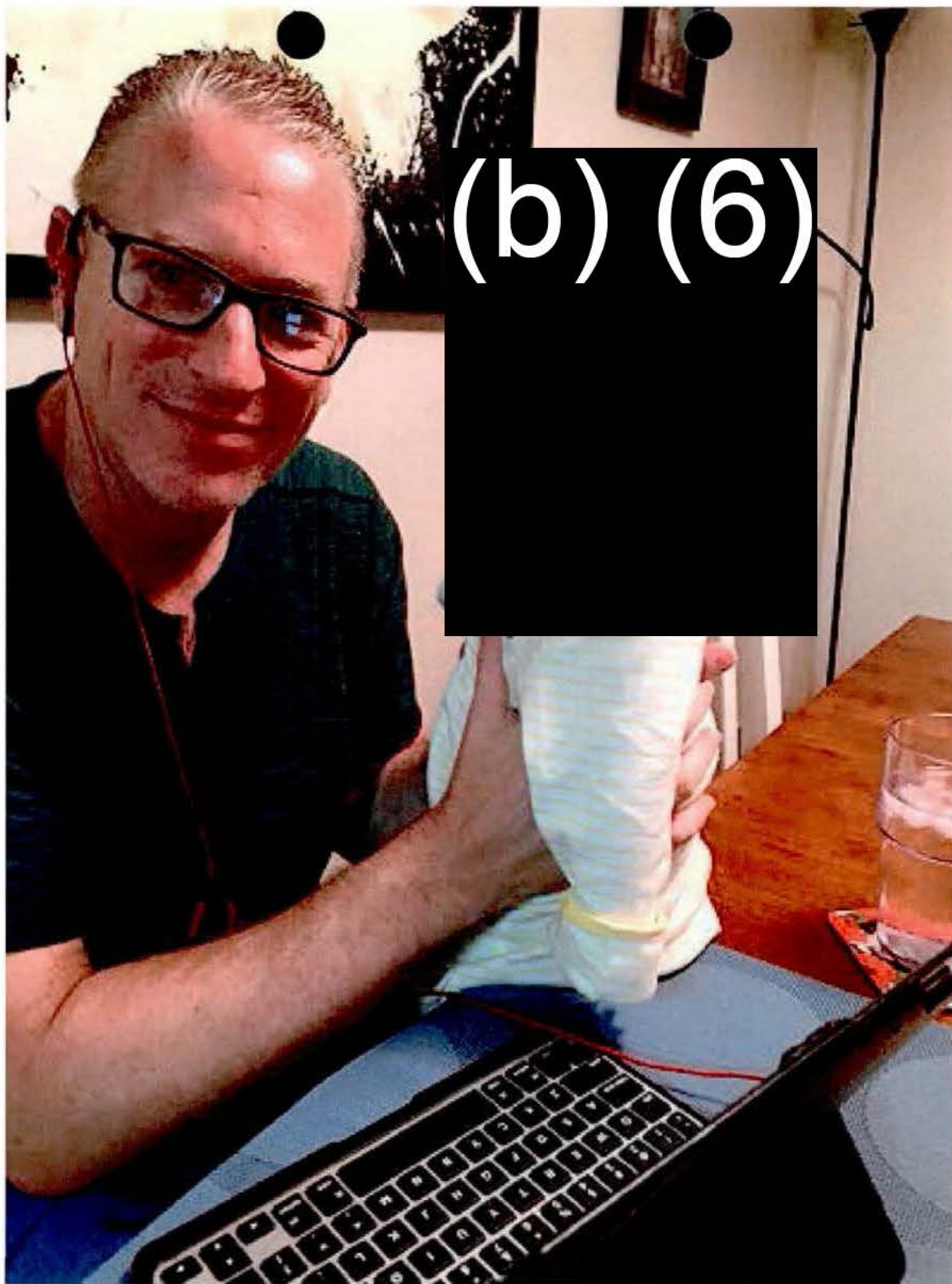
Updated March 14, 2017

<https://www.justice.gov/usao-sdca/pr/us-navy-admiral-plus-eight-officers-indicted-part-cor...> 10/5/2017

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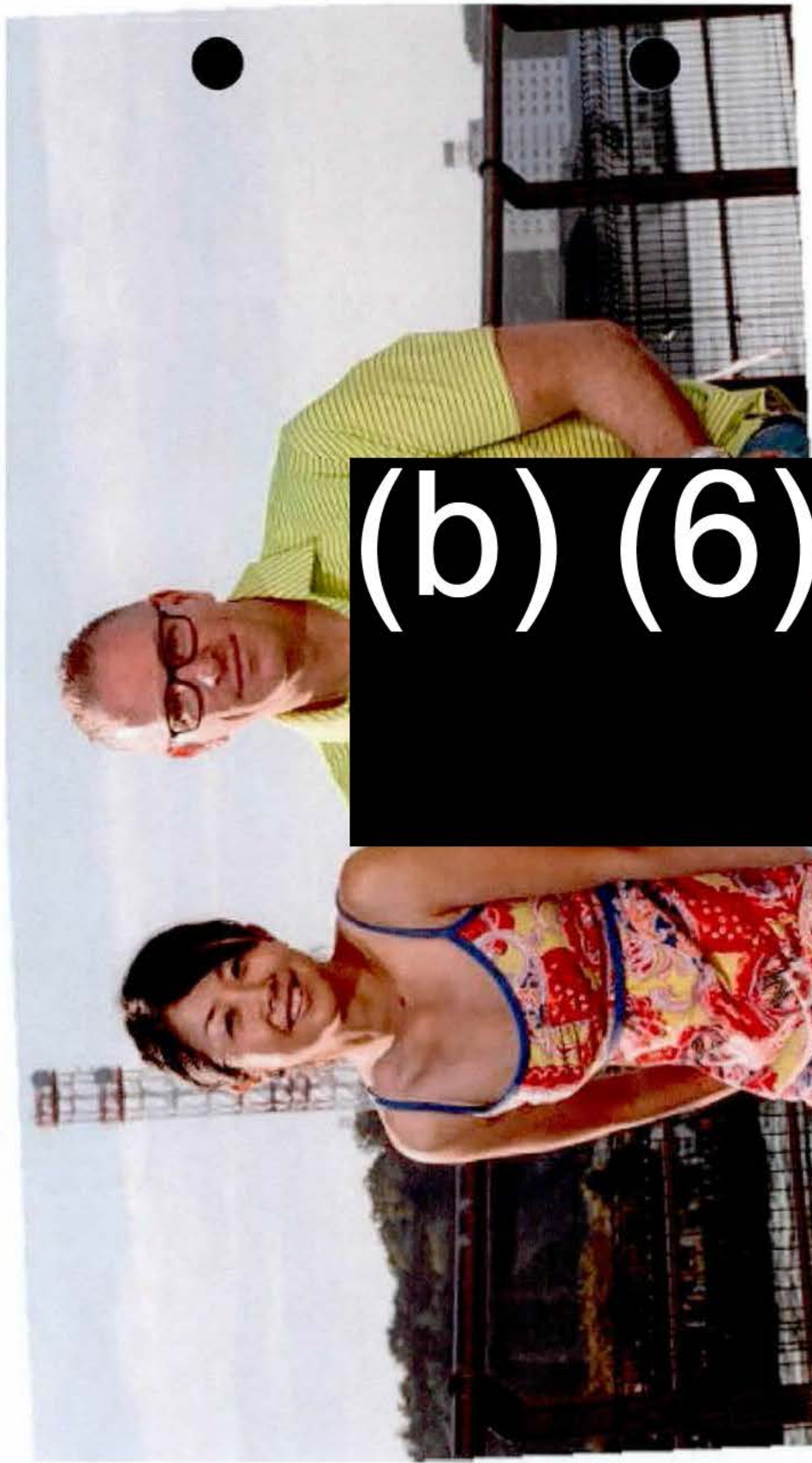
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English

外国人入国記録 DISEMBARKATION CARD FOR FOREIGNER				【 ARRIVAL 】	
英語又は日本語で記載して下さい。 Enter information in either English or Japanese.					
氏名 Name	Family Name			Given Names	
生年月日 Date of Birth	日 Day	月 Month	年 Year	現住所 Home Address	国名 Country name 都市名 City name
渡航目的 Purpose of visit	<input type="checkbox"/> 観光 Tourism <input type="checkbox"/> 商用 Business <input type="checkbox"/> 親族訪問 Visiting relatives <input type="checkbox"/> その他 Others ( )			航空機便名・船名 Last flight No./Vessel	
				日本滞在予定期間 Intended length of stay in Japan	
日本の連絡先 Intended address in Japan	TEL				
表面の質問事項について、該当するものに○を記入して下さい。 Check the boxes for the applicable answers to the questions on the back side.					
1. 日本での退去強制歴・上陸拒否歴の有無 Any history of receiving a deportation order or refusal of entry into Japan					
<input type="checkbox"/> はい Yes <input type="checkbox"/> いいえ No					
2. 有罪判決の有無(日本での判決に限らない) Any history of being convicted of a crime (not only in Japan)					
<input type="checkbox"/> はい Yes <input type="checkbox"/> いいえ No					
3. 規制薬物・銃砲・刀剣類・火薬類の所持 Possession of controlled substances, guns, bladed weapons, or gunpowder					
<input type="checkbox"/> はい Yes <input type="checkbox"/> いいえ No					
以上の記載内容は事実と相違ありません。I hereby declare that the statement given above is true and accurate.					
署名 Signature _____					

English

【質問事項】 [Questions]

1. あなたは、日本から退去強制されたこと、出国命令により出国したこと、又は、日本への上陸を拒否されたことがありますか？  
Have you ever been deported from Japan, have you ever departed from Japan under a departure order, or have you ever been denied entry to Japan?
2. あなたは、日本国又は日本国以外の国において、刑事事件で有罪判決を受けたことがありますか？  
Have you ever been found guilty in a criminal case in Japan or in another country?
3. あなたは、現在、麻薬、大麻、あへん若しくは覚せい剤等の規制薬物又は銃砲、刀剣類若しくは火薬類を所持していますか？  
Do you presently have in your possession narcotics, marijuana, opium, stimulants, or other controlled substance, swords, explosives or other such items?

官用欄  
Official Use Only



Effective Date: Within three years from the date of promulgation, July 15, 2009  
(provisional translation)

This is a provisional and unofficial translation of the Immigration Control and Refugee Recognition Act after the actual date of enforcement of the "law for partial amendment to the Immigration Control and Refugee Recognition Act and the Special Act on the Immigration Control of, Inter Alia, Those who have Lost Japanese Nationality Pursuant to the Treaty of Peace with Japan" which was passed and enacted at the regular Diet session of 2009, and promulgated on July 15, 2009.

Only the original Japanese texts of the laws published in the Official Gazette have legal effect, and the translation is to be used solely as reference material to aid in the understanding of Japanese laws. This is a provisional and unofficial translation; therefore, please note that English translation of the terms including technical ones can be revised with no advance notice.

The Immigration Bureau shall not be responsible for the accuracy, reliability or currency of the legislative material provided below, or for any consequence resulting from use of the material. For all purposes of interpreting and applying law to any legal issue or dispute, please consult the original Japanese texts published in the Official Gazette.

## **Immigration Control and Refugee Recognition Act**

(Cabinet Order No. 319 of October 4, 1951)

### **CHAPTER I GENERAL PROVISIONS**

(Purpose)

Article 1 The purpose of the Immigration Control and Refugee Recognition Act is to provide for equitable control over the entry into and departure from Japan of all persons and to consolidate the procedures for recognition of refugee status.

(Definition)

Article 2 The terms in the following items as used in the Immigration Control and Refugee Recognition Act and the orders pursuant to the Act shall have such meanings as are defined in each item respectively.

(i) Deleted.

(ii) The term "foreign national" means a person who does not have Japanese nationality.

(iii) The term "crew member" means a crew member of a vessel or aircraft.

- (ii) A person who intends to land in Japan without receiving a seal of verification for landing or undergoing the recording of the prescribed data pursuant to the provisions of Article 9, paragraph (4), or without obtaining authorized permission for landing (hereinafter referred to as "permission for landing") from an immigration inspector (except for those set forth in the preceding item).
- (2) A foreign national who seeks to become a crew member in Japan shall be deemed to be a crew member with regard to the application of the provisions of the preceding paragraph.

## SECTION 2 LANDING OF A FOREIGN NATIONAL

### Article 4 Deleted

(Denial of Landing)

Article 5 (1) Any foreign national who falls under any of the following items shall be denied permission to land in Japan.

- (i) A person who is suffering from any of the following categories of infectious diseases, which are provided for by the Act on Prevention of Infectious Diseases and Medical Care for Patients Suffering from Infectious Diseases (Act No. 114, 1998): Category 1 or Category 2 infectious diseases, new or reemerging influenza strains, or designated infectious diseases (limited to infectious diseases to which the provisions of Article 19 or 20 of the same Act shall apply mutatis mutandis, pursuant to the provisions of a Cabinet Order pursuant to the provisions of Article 7 of the same Act) including a person who is regarded as a patient of a Category 1 or Category 2 infectious disease, a new or reemerging influenza strain, or a designated infectious disease pursuant to the provisions of Article 8 of the same Act (including cases where it is applied mutatis mutandis pursuant to Article 7 of the same Act), or any person who has symptoms of a new infectious disease.
- (ii) A person who, due to a mental disability, is constantly unable to understand right from wrong or whose capacity for such understanding is significantly lacking, and is not accompanied by those persons provided for by Ordinance of the Ministry of Justice to assist him or her in engaging in activities in Japan.
- (iii) A person who is indigent or without a fixed dwelling place and is likely to become a burden on the Japanese Government or a local public entity because of an inability to make a living.
- (iv) A person who has been convicted of a violation of any law or regulation of Japan, or of any other country, and has been sentenced to imprisonment with or without work for 1 year or more, or to an equivalent penalty. However, this shall not apply to those convicted of a political offense.
- (v) A person who has been convicted of a violation of any law or regulation of Japan or of any other country relating to the control of narcotics, marijuana, opium, stimulants or psychotropic substances, and has been sentenced to a penalty.



- (c) A person (except for one listed in sub-item (b)) who has previously been deported from Japan for falling under any of the items of Article 24 (except for item (iv), sub-items (l) to (o), and item (iv)-3):10 years from the date of deportation.
- (d) A person who has departed from Japan under a departure order pursuant to the provisions of Article 55-3, paragraph (1):1 year from the date of departure.
- (ix)-2 A person who has been sentenced to imprisonment with or without work on the charge of a crime provided for in Part II, Chapters XII, XVI to XIX, XXIII, XXVI, XXVII, XXXI, XXXIII, XXXVI, XXXVII or XXXIX of the Penal Code of Japan (Act No. 45 of 1907), or in Article 1, 1-2 or 1-3 (except for the parts pertaining to Article 222 or 261 of the Penal Code of Japan) of the Act on Punishment of Physical Violence and Others (Act No. 60 of 1926), or the Act for Prevention and Disposition of Robbery, Theft, and Other Related Matters (Act No. 9 of 1930), or Article 15 or 16 of the Act on Prohibition of Possession of Special Picking Tools, and Other Related Matters(Act No. 65 of 2003) during his/her stay in Japan with the status of residence listed in the left-hand column of Appended Table I, who subsequently left Japan and whose sentence became final and binding when he or she was outside of Japan, and for whom 5 years have not yet elapsed from the date when the sentence became final and binding.
- (x) A person who has been deported from Japan for falling under any of Article 24, item (iv), sub-items (l) to (o).
- (xi) A person who attempts or advocates the overthrow of the Constitution of Japan or the Government formed thereunder by means of force or violence, or who organizes or is a member of a political party or any organization which attempts or advocates the same.
- (xii) A person who organizes, or is a member of, or is closely affiliated with any of the following political parties or organizations:
  - (a) A political party or organization which encourages acts of violence or the assault, killing, or injury of officials of the Government or of local public entities for the reason that they are such officials;
  - (b) A political party or organization which encourages illegal damage to or destruction of public facilities;
  - (c) A political party or organization which encourages acts of dispute such as stopping or preventing the normal maintenance or operation of the security facilities of a factory or other workplace;
- (xiii) A person who attempts to prepare, distribute, or exhibit printed matters, motion pictures, or any other documents or drawings to attain the objectives of any political party or organization prescribed in item (xi) or the preceding item.
- (xiv) In addition to those persons listed in items (i) to (xiii), a person whom the Minister of Justice has reasonable grounds to believe is likely to commit an act which could be detrimental to the interests or public security of Japan.
- (2) Even in cases where a foreign national seeking to land in Japan does not fall under any of the items of the preceding paragraph, if the country of which he or she is a national or citizen



denies landing to a Japanese national for any reason other than those set forth in the items of the preceding paragraph, the Minister of Justice may deny his/her landing for the same reason.

(Special Cases of Denial Landing)

Article 5-2 The Minister of Justice may make an exemption from applying the provision of the items (iv), (v), (vii), (ix) or (ix)-2 of paragraph (1) of the preceding Article to a particular foreign national pursuant to the provisions of an Ordinance of the Ministry of Justice when he/she has granted the foreign national re-entry permission pursuant to the provisions of Article 26, paragraph (1) or in any other case provided for by the provisions of an Ordinance of the Ministry of Justice and when he/she finds reasonable ground to do so. In this case, the foreign national is eligible for landing in Japan as long as he/she does not fall under any other items of paragraph (1) of the preceding Article.

### CHAPTER III PROCEDURES FOR LANDING SECTION 1 EXAMINATION FOR LANDING

(Application for Landing)

Article 6 (1) Any foreign national (except for a crew member; hereinafter the same shall apply in this section) who seeks to land in Japan shall possess a valid passport with a visa issued by a Japanese consular officer. However, a visa is not required for the passport of a foreign national for whom a visa issued by a Japanese consular officer is deemed unnecessary pursuant to an international agreement or through notification to that effect from the Japanese Government to a foreign government or for the passport of a foreign national for whom re-entry permission pursuant to the provisions of Article 26, paragraph (1) (including a foreign national who is deemed to be granted the re-entry permission pursuant to the provisions of Article 26-2, paragraph (1); the same shall apply hereinafter) has been granted or for whom a refugee travel document has been issued pursuant to the provisions of Article 61-2-12, paragraph (1).

(2) The foreign national set forth in the first sentence of the preceding paragraph shall apply for landing with an immigration inspector at the port of entry or departure where he seeks to land and undergo an examination for landing in accordance with the procedures provided for by Ordinance of the Ministry of Justice.

(3) A foreign national who seeks to apply for landing as set forth in the preceding paragraph shall provide an immigration inspector with personal identification information (fingerprints, photographs or other information as provided for by Ordinance of the Ministry of Justice that serves to identify the individual; the same shall apply hereinafter) in an electromagnetic form (an electronic form, a magnetic form or any other form that cannot be recognized by human perception; the same shall apply hereinafter) for use by a computer as provided for by Ordinance of the Ministry of Justice which is utilized for personal identification of the applicant, pursuant to the provisions of the Ordinance of the Ministry of Justice. However, this

Cornell Law School

U.S. Code › Title 8 › Chapter 12 › Subchapter II › Part II › § 1182

## 8 U.S. Code § 1182 - Inadmissible aliens

(a) **CLASSES OF ALIENS INELIGIBLE FOR VISAS OR ADMISSION** Except as otherwise provided in this chapter, aliens who are inadmissible under the following paragraphs are ineligible to receive visas and ineligible to be admitted to the United States:

### (1) HEALTH-RELATED GROUNDS

#### (A) In general Any alien—

(i) who is determined (in accordance with regulations prescribed by the Secretary of Health and Human Services) to have a communicable disease of public health significance;<sup>(1)</sup>

(ii) except as provided in subparagraph (C), who seeks admission as an immigrant, or who seeks adjustment of status to the status of an alien lawfully admitted for permanent residence, and who has failed to present documentation of having received vaccination against vaccine-preventable diseases, which shall include at least the following diseases: mumps, measles, rubella, polio, tetanus and diphtheria toxoids, pertussis, influenza type B and hepatitis B, and any other vaccinations against vaccine-preventable diseases recommended by the Advisory Committee for Immunization Practices,

(iii) who is determined (in accordance with regulations prescribed by the Secretary of Health and Human Services in consultation with the Attorney General)—

(I) to have a physical or mental disorder and behavior associated with the disorder that may pose, or has posed, a threat to the property, safety, or welfare of the alien or others, or

(II) to have had a physical or mental disorder and a history of behavior associated with the disorder, which behavior has posed a threat to the property, safety, or welfare of the alien or others and which behavior is likely to recur or to lead to other harmful behavior, or

(iv) who is determined (in accordance with regulations prescribed by the Secretary of Health and Human Services) to be a drug abuser or addict,

is inadmissible.

#### (B) Waiver authorized

For provision authorizing waiver of certain clauses of subparagraph (A), see subsection (g).

(C) **Exception from immunization requirement for adopted children 10 years of age or younger** Clause (ii) of subparagraph (A) shall not apply to a child who—

(i) is 10 years of age or younger,

(ii) is described in subparagraph (F) or (G) of section 1101(b)(1) of this title,<sup>1</sup> and



(iii) is seeking an immigrant visa as an immediate relative under section 1151(b) of this title,

if, prior to the admission of the child, an adoptive parent or prospective adoptive parent of the child, who has sponsored the child for admission as an immediate relative, has executed an affidavit stating that the parent is aware of the provisions of subparagraph (A)(ii) and will ensure that, within 30 days of the child's admission, or at the earliest time that is medically appropriate, the child will receive the vaccinations identified in such subparagraph.

(2) CRIMINAL AND RELATED GROUNDS

(A) Conviction of certain crimes

(i) In general Except as provided in clause (ii), any alien convicted of, or who admits having committed, or who admits committing acts which constitute the essential elements of—

(I) a crime involving moral turpitude (other than a purely political offense) or an attempt or conspiracy to commit such a crime, or

(II) a violation of (or a conspiracy or attempt to violate) any law or regulation of a State, the United States, or a foreign country relating to a controlled substance (as defined in section 802 of title 21),

is inadmissible.

(ii) Exception Clause (i)(I) shall not apply to an alien who committed only one crime if—

(I) the crime was committed when the alien was under 18 years of age, and the crime was committed (and the alien released from any confinement to a prison or correctional institution imposed for the crime) more than 5 years before the date of application for a visa or other documentation and the date of application for admission to the United States, or

(II) the maximum penalty possible for the crime of which the alien was convicted (or which the alien admits having committed or of which the acts that the alien admits having committed constituted the essential elements) did not exceed imprisonment for one year and, if the alien was convicted of such crime, the alien was not sentenced to a term of imprisonment in excess of 6 months (regardless of the extent to which the sentence was ultimately executed).

(B) Multiple criminal convictions

Any alien convicted of 2 or more offenses (other than purely political offenses), regardless of whether the conviction was in a single trial or whether the offenses arose from a single scheme of misconduct and regardless of whether the offenses involved moral turpitude, for which the aggregate sentences to confinement were 5 years or more is inadmissible.

(C) Controlled substance traffickers Any alien who the consular officer or the Attorney General knows or has reason to believe—

(i) is or has been an illicit trafficker in any controlled substance or in any listed chemical (as defined in section 802 of title 21), or is or has been a knowing aider, abettor, assister, conspirator, or colluder with others in the illicit trafficking in any such controlled or listed substance or chemical, or endeavored to do so; or



ADOPTION PLACEMENT AGENCY / ACROSS JAPAN  
TOJUKAI BLDG. 3-7 KIBA 5 CHO-ME, KOTO-KU, TOKYO JAPAN  
TEL:+81-90-8511-8966

To Whom It May Concern,

My name is Tazuru Ogawa, I am the Executive Director of Japanese adoption agency, Across Japan and I am a licensed social work officer (License Number: 15B1-7184) as well. I have been working with adoptions between Japan and United States as a Japanese adoption counselor / facilitator since 2006. Since that time, I have helped over around 150 families with adoption placements including servicing American military base personnel with adoptions. I also work closely with the United States Embassy in Japan and the VISA unit as an adoption service provider.

Brian and Ayako WARE reached out to my agency to be our prospective adoptive parents in 2014. The WARE family was capable and suitably accepted to be the recipient of an infant who was born in 2015, and was classified as having no nationality under the laws of Japan. The Ware family was willing to provide a lifelong home for this baby girl. Their adoption court case was successfully finalized in Japanese Superior Court, Family Division located at Yokosuka City, Kanagawa Japan in November 2015, court case no. H27-(KA) 203.

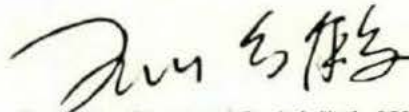
There can be no act more loving, caring, and generous than that of the Ware family adopting an orphan/refugee child and providing a family to a baby who would have otherwise grown up without the feeling of love and having a family. Instead of the this baby remaining in the custody of Japanese Immigration at the detention center holding facility due to the baby's status as a refugee, Brian and Ayako WARE gave life and hope to a baby who would have faced a steep uphill battle in life. The baby now has the love and care of the WARE family.

At this moment, the Ware family is preparing to apply for the Immigrant IR2 VISA with the United States Citizen and Immigration Services (USCIS) as required in November 2017 at the U.S. Embassy in Tokyo, on behalf of their baby in which Brian must be the petitioner. **The conviction of any crime will gravely affect Brian's IR2 VISA application on behalf of their child.**

It is my sincere hope that Brian is adjudicated expeditiously and that he is cleared of any wrong doing.

I implore all parties to consider Brian Ware as an honest, loving and caring family man who desires to provide a bright future to his family. Thank you for your time and your consideration.

Respectfully yours,



Executive Director/ Social Work Officer

Tazuru Ogawa

ROUTINE

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FM COMNAVPERSCOM MILLINGTON TN//PERS83 //  
TO USS RONALD REAGAN//JJJ//  
BUPERS MILLINGTON TN//JJJ//  
COMNAVPERSCOM MILLINGTON TN//JJJ//  
COMNAVCRUITCOM MILLINGTON TN//JJJ//

UNCLAS //N01321//

MSGID/GENADMIN/CHNAVPERS//

SUBJ/BUPERS ORDER//

RMKS/

BUPERS ORDER: 3376 [REDACTED] (PERS-83 )

OFFICIAL RETIREMENT ORDERS FOR  
CWO4 BRIAN THOMAS WARE, SC USN

XX

IN CARRYING OUT/PROCESSING THESE ORDERS, BOTH PARTS ONE AND TWO  
MUST BE READ AND LISTED INSTRUCTIONS COMPLIED WITH.

FOR OFFICIAL USE ONLY

XX

P A R T O N E

- YOUR REQUEST TO BE TRANSFERRED TO THE RETIRED LIST WAS APPROVED BY  
THE SECRETARY OF THE NAVY EFFECTIVE 01 JUN 2017. ON 01 JUN 2017  
YOU WILL BE TRANSFERRED TO THE RETIRED LIST WITH THE GRADE OF CWO4  
AND WITH RETIRED PAY OF CWO4, PURSUANT TO PROVISIONS OF 10 U.S.C.  
SEC. 6322.

----- DETACHING ACTIVITY (M) -----

WHEN DIRECTED BY REPORTING SENIOR, DETACH IN MAY 17 EDD: MAY 17  
FROM CVN 76 RONALD REAGAN UIC: 22178  
HOMEPORT JAPAN, HONSHU YOKOSU  
FROM DUTY ACC: 100



OPNAVINST 1811.3A  
N1/PERS-83  
28 FEB 2012

OPNAV INSTRUCTION 1811.3A

From: Chief of Naval Operations

Subj: VOLUNTARY RETIREMENT AND TRANSFER TO THE FLEET RESERVE OF  
MEMBERS OF THE NAVY SERVING ON ACTIVE DUTY

Ref: (a) 10 U.S.C.  
(b) DoD Instruction 1332.20 of 12 February 2007  
(c) SECNAVINST 1920.6C  
(d) MILPERSMAN 1910-166  
(e) OPNAVINST 1420.1B  
(f) SECNAVINST 1420.1B  
(g) SECNAVINST 5420.193

1. Purpose. To establish policy governing voluntary retirement of officers on the active duty list (ADL) of the Navy and voluntary retirement and transfer to the Fleet Reserve of enlisted members of the Navy serving on active duty under references (a) and (b).

2. Cancellation. OPNAVINST 1811.3.

3. Applicability

a. This instruction applies to all officers on the ADL of the Navy and enlisted members on active duty.

b. Retirement of officers for cause is covered in reference (c). Retirement and transfer to the Fleet Reserve of enlisted members in lieu of administrative separation is covered in reference (d), article 1910-166.

4. Policy

a. Department of the Navy policy is to provide for voluntary retirements and voluntary transfers to the Fleet Reserve to assist in meeting force management objectives. Those objectives are to maintain a vigorous active force, reasonable promotion flow, reasonable career opportunities in each officer

competitive category and in the enlisted career forces. To support these objectives while providing equity and consistency in retirement options for members on active duty, the criteria in this instruction are intended to be applied uniformly to all officer competitive categories and enlisted ratings, except where otherwise specifically provided.

b. Officers must satisfy the minimum active duty time-in-grade requirement to retire in the highest grade satisfactorily served. Officer time-in-grade policy exceptions are provided for in paragraph 7e. Officers who desire to retire before completion of the minimum time-in-grade requirement must decline appointment to the next higher grade. Officers who have accepted appointment to the next higher grade must satisfy the retired grade criteria in paragraph 7. Frocking does not constitute acceptance of a promotion.

c. Enlisted members must satisfy the minimum active duty time-in-grade requirement specified in paragraph 7 to obtain approval of voluntary requests for retirement and transfer to the Fleet Reserve. Time-in-grade policy exceptions must comply with the criteria in paragraph 7e.

d. Requests for retirement or transfer to the Fleet Reserve shall normally be held in abeyance awaiting resolution of pending investigations. Requests for voluntary retirement in cases where court-martial charges have been preferred and not disposed of shall be denied except as provided in references (c) and (d).

e. The Commander, Navy Personnel Command (COMNAVPERSCOM) will disapprove requests for retirement and transfer to the Fleet Reserve which do not satisfy the policy and criteria established by this instruction.

5. Authority to Approve Requests for Voluntary Retirement for Officers serving in Grades W2 through O6, and Voluntary Retirement or Transfer to the Fleet Reserve for Enlisted

a. Approval of requests for voluntary retirement and transfers to the Fleet Reserve rests with the Secretary of the Navy (SECNAV) and the President. Pursuant to a delegation of those authorities, COMNAVPERSCOM may approve voluntary retirements as follows:



(1) Officers of the Navy and warrant officers (W2) or above who request retirement after completing 30 or more years of active service under reference (a), section 6322.

(2) Officers of the Navy and warrant officers (W2) or above who request retirement after completing more than 20 years of active service, of which at least 10 years was active service as a commissioned officer, under reference (a), section 6323. SECNAV may authorize a waiver of commissioned service of 10 years to 8 years as authorized by law.

(3) Warrant officers of the Navy who request retirement after completing at least 20 years of active service under reference (a), section 1293, and have completed their 3 or 4-year commission service obligation per reference (e).

(4) Enlisted members of the Regular Navy who request retirement after completing 30 years or more of active service under reference (a), section 6326.

(5) Enlisted members of the Regular Navy who request transfer to the Fleet Reserve after completing 20 years or more of active service under reference (a), section 6330.

(6) Limited duty officers serving under a temporary appointment and having a permanent enlisted grade who request reversion and transfer to the Fleet Reserve after having completed 20 years of active service. Transfer of a temporary officer to the Fleet Reserve will be at the highest enlisted permanent grade held including grades to which advanced while serving concurrently as a temporary officer, provided the member meets the enlisted time-in-grade requirements as prescribed in paragraph 7d. Procedures for requesting termination of temporary appointment and transfer to the Fleet Reserve are contained in reference (d), article 1100-060.

b. A Fleet Reserve request may be approved for an effective date later than that requested when a delay is necessary, in the best interest of the Service, in order to provide a timely relief or completion of the existing or ordered tour of duty.



Cornell Law School

U.S. Code › Title 10 › Subtitle C › Part II › Chapter 571 › § 6322

## 10 U.S. Code § 6322 - Officers: 30 years

(a) An officer of the Regular Navy or the Regular Marine Corps holding a permanent appointment in the grade of warrant officer, W-1, or above who applies for retirement after completing 30 or more years of active service may, in the discretion of the Secretary of the Navy, be retired.

(b) For the purpose of this section, an officer's years of active service are computed by adding all his active service in the armed forces.

(Aug. 10, 1956, ch. 1041, 70A Stat. 394; Pub. L. 96-342, title VIII, § 813(d)(1), Sept. 8, 1980, 94 Stat. 1104; Pub. L. 96-513, § 513(17), Dec. 12, 1980, 94 Stat. 2932; Pub. L. 99-348, title II, § 203(b)(1), July 1, 1986, 100 Stat. 696.)

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**From:** Suich, Timothy CIV  
**To:** Marden, Jeffrey [REDACTED] DR USN DSO  
**Subject:** RE: Officer Retirement  
**Date:** Wednesday, August 23, 2017 5:08:41 AM

---

Jeff:

There is a difference of opinion about the overall authority of the Secretary to accept or reject applications for retirement from enlisted members or officers. How much leeway does SECNAV have? Case law says he has the authority to deny requests. However, I don't believe we have laid the foundation for such denials for a variety of reasons. As of today, I have seen two or three actual denials of requests based on administrative discharge board findings. So, while they are rare, SECNAV has denied requests in the past, usually for very serious offenses.

V/r,

Tim

-----Original Message-----

**From:** (b) (6)  
**Sent:** Monday, August 21, 2017 7:23 PM  
**To:** Suich, Timothy CIV  
**Subject:** Officer Retirement

Mr. Suich,

I'm dealing with a Sailor, a W4 with over 30 years of Naval service, who is facing a court-martial. My biggest concern is to protect his retirement. I was always under the impression that the retirement vests at 20 years, but I've seen some authority that now makes me question that.

Specifically, paragraph 5(a) of OPNAVINST 1811.3A states that "[a]pproval of requests for voluntary retirement and transfers to the Fleet Reserve rests with the Secretary of the Navy (SECNAV) and the President." The next sentence delegates that to PERS, so subsection (1) states that PERS may approve voluntary retirements for "[o]fficers of the Navy and warrant officers (W2) or above who request retirement after completing 30 or more years of active service under reference (a), section 6322." 10 USC 6322(a) states that "[a]n officer of the Regular Navy or the Regular Marine Corps holding a permanent appointment in the grade of warrant officer, W-1, or above who applies for retirement after completing 30 or more years of active service may, in the discretion of the Secretary of the Navy, be retired."

Therefore, assuming that he is not adjudged a dismissal, has his retirement vested, or can PERS/SECNAV refuse him his retirement? If PERS/SECNAV can refuse him the retirement, how likely are they to do so (i.e. have you seen this before)? Is there any other authority that you can point to to provide more guidance? Thank you for your help, sir!

V/r,  
Jeff

Jeffrey S. Marden  
LCDR, JAGC, USN  
Senior Defense Counsel  
Defense Service Office, Pacific

DEFENSE EXHIBIT P FOR ID  
OFFERED PG 145 ADMITTED PG 150  
Page 1 of 1

U.S. NAVAL CRIMINAL INVESTIGATIVE SERVICE

INVESTIGATIVE ACTION

01JUN17

CONTROL: 13SEP13-SWND-0491-4HNA

S/GLENN DEFENSE MARINE ASIA PTE LTD/  
SINGAPORE, SGP

RECEIPT OF TRANSCRIPTS PERTAINING TO CWO4 BRIAN WARE, USN

1. On 31Mar17, NCIS Special Agents (b) (7)(C) and (b) (7)(C) interviewed CWO4 Brian WARE, USN in regards to captioned investigation, reported under separate cover. As background, CWO4 WARE was the former Food Services Officer aboard USS BLUE RIDGE (LCC 19) from 2010 through 2012. On 01Jun17, For The Record, Inc. transcription company emailed the completed transcript of the audio recorded interview of CWO4 WARE. A copy of this transcript is appended as Enclosure (A).

ENCLOSURE(S)

(A) Transcribed interview of CWO4 Brian WARE, USN/31Mar17

REPORTED BY: (b) (7)(C) (C) Special Agent  
OFFICE: RESIDENT AGENCY SAN DIEGO

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PAGE 1 LAST EC V2 LNN

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EXHIBIT ( 1191 )

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PROSECUTOR EXHIBIT 20 FOR ID  
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**In the Matter of:**

*March 31, 2017*  
*Interview of Chief Warrant Officer Brian Ware*

**Condensed Transcript with Word Index**



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ENCLOSURE ( A )

1 UNITED STATES DEPARTMENT OF DEFENSE  
 2 NAVAL CRIMINAL INVESTIGATIVE SERVICE  
 3 In the Matter of: \*  
 4 \*  
 5 Case Number: \*  
 6 13Sep13-SWNO-0491-4HNA \*  
 7 \* \* \* \* \*  
 8 \* \* \* \* \*  
 9  
 10 S/GCMA, et al  
 11  
 12  
 13 INTERVIEW OF CHIEF WARRANT OFFICER BRIAN WARE  
 14 MARCH 31, 2017  
 15  
 16  
 17 APPEARANCES:  
 18 (b) (7)(C) Special Agent  
 19 (b) (7)(C) Special Agent  
 20  
 21  
 22  
 23  
 24 Transcribed by: (b) (7)(C)  
 25 Changed by: (b) (7)(C) Special Agent

3  
 1 Tirado, and I think I told you and if I didn't, I know  
 2 I told SUPPO, I was with 2 MEF and 3 MEF  
 3 of the jury in Iraq, okay, I was with the Army in  
 4 Bucca and then I did a short stint on the Sammy B.  
 5 before they decommissioned it off the coast of East  
 6 Africa and your food is the best military food I've  
 7 ever eaten in my entire career.  
 8 C.W.O. WARE: Yes, sir.  
 9 (b) (7)(C) And the thing that sticks out  
 10 most in my mind is that luau --  
 11 C.W.O. WARE: Yes, sir.  
 12 (b) (7)(C) -- you know, because it's so,  
 13 it's so --  
 14 C.W.O. WARE: Did you hear, did you hear  
 15 that we won (inaudible)?  
 16 (b) (7)(C) I'm sorry?  
 17 C.W.O. WARE: We won the Naval award this  
 18 year.  
 19 (b) (7)(C) : Did you? Yeah, I know the guy,  
 20 I remember when the guys were coming on board and  
 21 checking it out.  
 22 C.W.O. WARE: It was the first in Naval  
 23 history for Japan, so, Independence, Kitty Hawks, all  
 24 that.  
 25 (b) (7)(C) This luau was, it's, not only

2  
 1 PROCEEDINGS  
 2 - - -  
 3 AGENT (b) (7)(C) Have a seat right here. So, I  
 4 know we've met before many times.  
 5 C.W.O. WARE: Yes, sir.  
 6 AGENT (b) (7)(C) But just to make it official,  
 7 I'll show you my credentials.  
 8 C.W.O. WARE: Yes, sir.  
 9 AGENT (b) (7)(C) As you may remember, I'm (b) (7)(C)  
 10 (b) (7)(C) 'm a Special Agent with NCIS.  
 11 C.W.O. WARE: Yes, sir.  
 12 AGENT (b) (7)(C) Previously I was -- as you  
 13 know, the Reagan agent, Caleb Palmatier, has taken  
 14 over that. And I'm transitioning into economic  
 15 crimes, which is where Special Agent (b) (7)(C) currently  
 16 is.  
 17 So I don't know if you have my card, but if  
 18 you don't, this is my card here.  
 19 C.W.O. WARE: Thank you, I remember.  
 20 AGENT (b) (7)(C) In English and Japanese.  
 21 So, obviously we do have something that we  
 22 want to talk to you about today. Before we do that,  
 23 we want to get started with some basic biographical  
 24 information.  
 25 And before we do that, I was telling Agent

4  
 1 is it the best military food I've eaten in my life, it  
 2 is in the top five meals I've ever had in my life, it  
 3 was -- it was --  
 4 C.W.O. WARE: Dressed (inaudible) the whole  
 5 pig, Hawaiian fire, food on fire, I mean, yeah, we  
 6 went all out.  
 7 AGENT (b) (7)(C) I mean I was worthless for the  
 8 rest of the day, I got ready to go get paperwork done  
 9 in the afternoon, didn't work out for 48 hours, so it  
 10 was, it was really good, so. You guys do a heck of a  
 11 job, you really do.  
 12 C.W.O. WARE: Yes, sir.  
 13 AGENT (b) (7)(C) So I really appreciate that.  
 14 C.W.O. WARE: Yes, sir.  
 15 AGENT (b) (7)(C) You really worked hard to keep  
 16 spirits, everybody on the ship up and I know that. I  
 17 remember we would go to the Hautu (phonetic spelling)  
 18 meetings and these guys would, I mean he had this BLT  
 19 that was phenomenal.  
 20 C.W.O. WARE: Yes, sir.  
 21 AGENT (b) (7)(C) I don't even like BLTs. It was  
 22 great, so I do -- you know, I wish circumstances were  
 23 different, I wish we weren't having this conversation;  
 24 we are --  
 25 C.W.O. WARE: Yes, sir.

1 (Pages 1 to 4)

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5

1 (b) (7)(C) But I want you to know that I  
 2 do appreciate your service, I know what you do is  
 3 important and I have personally benefited in my  
 4 career --  
 5 C.W.O. WARE: Yes, sir.  
 6 (b) (7)(C) -- so thank you.  
 7 Okay, so do you have a middle name?  
 8 C.W.O. WARE: Thomas.  
 9 (b) (7)(C) Thomas, okay.  
 10 Do you have your CAC card? It's probably in  
 11 your wallet outside.  
 12 C.W.O. WARE: I might have it. Let's see.  
 13 (b) (7)(C) And you are Caucasian?  
 14 C.W.O. WARE: Yes.  
 15 (b) (7)(C) And I presume you are a  
 16 U.S. citizen?  
 17 C.W.O. WARE: Yes, sir.  
 18 (b) (7)(C) What is your clearance?  
 19 C.W.O. WARE: Secret.  
 20 (b) (7)(C) And about how tall are you?  
 21 C.W.O. WARE: 71 inches.  
 22 (b) (7)(C) And approximately what's your  
 23 weight?  
 24 C.W.O. WARE: 201.  
 25 AGENT (b) (7)(C) And your hair is?

6

1 C.W.O. WARE: Blond.  
 2 (b) (7)(C) Blond.  
 3 C.W.O. WARE: Eyes blue.  
 4 (b) (7)(C) In what city were you born?  
 5 C.W.O. WARE: Wichita, Kansas.  
 6 (b) (7)(C) Wichita, Kansas. I had a buddy  
 7 that left, well it was Secret Service before it was  
 8 NCIS, he left to go to the Kansas Bureau of  
 9 Investigation and I actually had a, even Laura Mertz,  
 10 I think she was a forensic specialist in Wichita for  
 11 awhile and she's got some crazy stories about all the  
 12 crime scenes she worked in Wichita, which I thought  
 13 would be kind of --  
 14 C.W.O. WARE: Wichita is --  
 15 (b) (7)(C) -- a quiet town --  
 16 C.W.O. WARE: Wichita is just a --  
 17 (b) (7)(C) -- all American town.  
 18 C.W.O. WARE: (inaudible) like, probably bad  
 19 news Newport, Virginia Beach.  
 20 (b) (7)(C) Yeah, yeah, it's just like --  
 21 C.W.O. WARE: It's --  
 22 (b) (7)(C) Crazy.  
 23 C.W.O. WARE: Yes, it's just, yeah, a lot of  
 24 (inaudible).  
 25 (b) (7)(C) Yeah.

7

1 (b) (7)(C) I would have never thought.  
 2 C.W.O. WARE: Yeah.  
 3 (b) (7)(C) Yeah. All right. Now you are  
 4 scheduled to retire 10 of next month, right?  
 5 C.W.O. WARE: Well that's my ceremony.  
 6 (b) (7)(C) Okay.  
 7 C.W.O. WARE: But June 1st is my retirement.  
 8 (b) (7)(C) June 1st, okay, so you've got  
 9 awhile, all right.  
 10 So I June and you'll go on terminal leave or  
 11 you'll just hang around.  
 12 C.W.O. WARE: I got hired at an SRF as a  
 13 contractor and I will start 17 -- April 17th as of  
 14 right now. Pacos (phonetic spelling) was approved to  
 15 retire in Japan. Wife's Japanese. I adopted a baby  
 16 from Burma, but no citizenship.  
 17 (b) (7)(C) Okay.  
 18 C.W.O. WARE: So matter of fact, we have a  
 19 house appointment today at 3, but I'll be moving out  
 20 in town.  
 21 (b) (7)(C) Okay. Well you're, do you have  
 22 scars, marks or tattoos?  
 23 C.W.O. WARE: Yes.  
 24 (b) (7)(C) What do you got?  
 25 C.W.O. WARE: Tattoos on both arms and one

8

1 on my chest, left side.  
 2 (b) (7)(C) : What do you have on your arms?  
 3 C.W.O. WARE: Well this right arm is a genie  
 4 and then down the, then down the arm in the front is  
 5 my name in Hawaiian.  
 6 (b) (7)(C) And how about the left arm?  
 7 C.W.O. WARE: Left arm is a tribal band,  
 8 eight ball and the Gemini sign and a sun with the  
 9 Gemini sign in the middle. I have a music note on my  
 10 left chest and then my son's name across the front,  
 11 Blaze Michael.  
 12 (b) (7)(C) Blaze Michael?  
 13 C.W.O. WARE: Uh-huh.  
 14 (b) (7)(C) How old's your son?  
 15 C.W.O. WARE: 15, daughter's 25,  
 16 granddaughter is --  
 17 (b) (7)(C) Oh, my God.  
 18 C.W.O. WARE: -- just turned six from our  
 19 first marriage and then I got married in 2009 and  
 20 adopted a baby in 2015, so.  
 21 (b) (7)(C) I have three boys and they are  
 22 a handful, so, I'm just getting to the teen-age years  
 23 and I'm not ready for it.  
 24 C.W.O. WARE: Yes, sir.  
 25 (b) (7)(C) So, I realize you're in flux

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9

1 with your current retirement, what is your current  
 2 address as of right now?  
 3 C.W.O. WARE: (b) (7)(C), (b) (6)  
 4 (b) (7)(C) Do you live on base?  
 5 C.W.O. WARE: Yes.  
 6 (b) (7)(C) Okay, which, which tower do you  
 7 live in?  
 8 C.W.O. WARE: I live in a house,  
 9 20 Vandergrift.  
 10 (b) (7)(C) 20.  
 11 C.W.O. WARE: Vandergrift.  
 12 (b) (7)(C) Vandergrift.  
 13 And do you have a Japanese phone?  
 14 C.W.O. WARE: Yes.  
 15 (b) (7)(C) And what's your phone number?  
 16 C.W.O. WARE: (b) (6)  
 17 (b) (7)(C) All right. Now you, you know,  
 18 you're going to lose your, presumably you lose your  
 19 Navy address on -- is there an E-mail address where we  
 20 could -- sometimes these things don't resolve  
 21 themselves quickly, you know --  
 22 C.W.O. WARE: Yes, sir.  
 23 (b) (7)(C) -- they take some time.  
 24 Is there an E-mail address where we can  
 25 reach you?

10

1 C.W.O. WARE: Yeah, chowboss, so  
 2 C-H-O-W-B-O-S-S (b) (6)  
 3 (b) (7)(C) And do you have a car?  
 4 C.W.O. WARE: Yes.  
 5 (b) (7)(C) What kind of car do you have?  
 6 C.W.O. WARE: I have two cars, we have a  
 7 black Rush for my wife.  
 8 (b) (7)(C) What's a Rush?  
 9 C.W.O. WARE: A Rav 4, like a Rav 4.  
 10 (b) (7)(C) Okay.  
 11 C.W.O. WARE: And then I have a white -- God  
 12 I just got it, like a little SUV. I don't know the  
 13 name of it, I just got it.  
 14 (b) (7)(C) No worries.  
 15 What's your home address of record back in  
 16 the States?  
 17 C.W.O. WARE: Oh, I don't even have an  
 18 address, it's Wichita, Kansas, but I don't have an  
 19 address off the top of my mind.  
 20 (b) (7)(C) Okay.  
 21 C.W.O. WARE: I'd have to look in my record.  
 22 (b) (7)(C) And what's your level of  
 23 education?  
 24 C.W.O. WARE: I got a Master's Degree.  
 25 (b) (7)(C) In?

11

1 C.W.O. WARE: Criminology.  
 2 (b) (7)(C) Oh, wow.  
 3 C.W.O. WARE: Got an Associate's in dental  
 4 studies and I got a Bachelor's in criminal justice  
 5 systems and the Master's in criminology.  
 6 (b) (7)(C) Where did you go?  
 7 C.W.O. WARE: University of Phoenix.  
 8 (b) (7)(C) Oh, yeah.  
 9 C.W.O. WARE: So my goal was to have two  
 10 different hats when I retire.  
 11 (b) (7)(C) Yeah, yeah, yeah, you can do,  
 12 you can go right, you can go left.  
 13 C.W.O. WARE: Code Inspector was one idea if  
 14 I went back to the States.  
 15 (b) (7)(C) Uh-huh. Who's your next of  
 16 kin?  
 17 C.W.O. WARE: Thomas Ware, my father.  
 18 (b) (7)(C) And he lives in Wichita?  
 19 C.W.O. WARE: Yes.  
 20 (b) (7)(C) And I know you've been in the  
 21 Navy for several years, but did you have a civilian  
 22 occupation before the Navy?  
 23 C.W.O. WARE: No, sir.  
 24 (b) (7)(C) And when were you originally,  
 25 because you were enlisted and then became a Warrant;

12

1 correct?  
 2 C.W.O. WARE: Yes, sir, came to the Navy  
 3 25 March 87 and got commissioned in 2009.  
 4 (b) (7)(C) Commissioned.  
 5 (b) (7)(C) Do you know what address  
 6 you're going to be living at already out of town?  
 7 C.W.O. WARE: No.  
 8 (b) (7)(C) No address yet?  
 9 C.W.O. WARE: We've got an interview today,  
 10 so my wife's going to still go to it, but I've got to  
 11 be moved out by June, by June 1st, so I have until  
 12 June 1st --  
 13 (b) (7)(C) Oh, okay.  
 14 C.W.O. WARE: -- to have a place.  
 15 (b) (7)(C) No particular area you're  
 16 looking at?  
 17 C.W.O. WARE: Yeah, Hayama is where we're  
 18 going to.  
 19 (b) (7)(C) Okay. So you don't know where,  
 20 but maybe Hayama?  
 21 C.W.O. WARE: Yes, sir.  
 22 (b) (7)(C) What's your wife's name?  
 23 C.W.O. WARE: Ayako.  
 24 (b) (7)(C) Ayako?  
 25 C.W.O. WARE: Yeah, A-Y-A-K-O.



13

1 (b) (7)(C) And you said she's a Japanese  
 2 national?  
 3 C.W.O. WARE: Yes.  
 4 (b) (7)(C) And you also have a Burmese son  
 5 who you adopted?  
 6 C.W.O. WARE: A daughter.  
 7 (b) (7)(C) : A Burmese daughter who is  
 8 adopted.  
 9 C.W.O. WARE: Yeah. Well I should -- she  
 10 has no citizenship, so --  
 11 (b) (7)(C) Okay, but --  
 12 C.W.O. WARE: -- but she is from Burma,  
 13 though.  
 14 (b) (7)(C) : (Inaudible)?  
 15 C.W.O. WARE: Yeah.  
 16 (b) (7)(C) Got it, okay.  
 17 C.W.O. WARE: It's been a rough time for us,  
 18 so.  
 19 (b) (7)(C) : Yeah, yeah, I know those  
 20 adoptions are very difficult.  
 21 Okay. So like I said before, I wish, I wish  
 22 we weren't here, but here we are, okay.  
 23 So we do want to talk to you, we want to  
 24 talk to you today about some criminal activities, some  
 25 allegations in the (inaudible).

14

1 So my experience, there's like two kinds of  
 2 people that we talk to, you know, people that are  
 3 hardened criminals, they, you know, they use the Navy  
 4 as cover to do whatever thing that they did before  
 5 they got in the Navy or they find the Navy an  
 6 environment where they can commit crimes that they  
 7 just, their criminal activity flourishes, right, and  
 8 then we have sailors and Naval Officers that are  
 9 essentially good people, for whatever reason they lost  
 10 their way, they made a mistake and, you know, they  
 11 took, they took a right turn when they should have  
 12 taken a left and based on everything I know about this  
 13 investigation, I would classify you as the latter.  
 14 So we have some questions for you. We  
 15 already know all the answers and this investigation  
 16 has been going on for years, you know, so you have to  
 17 decide what's right for you. But as a Naval Officer,  
 18 before I can discuss it with you, before we can talk  
 19 about it, I need to make sure you understand your  
 20 rights, okay.  
 21 All right. So, don't forget your CAC card  
 22 out.  
 23 So we, NCISRA is just what we use to describe  
 24 our office here, it stands for NCIS Resident Agency.  
 25 As you know, we're in Yokosuka, Japan, today is the

15

1 31st of March, 2017.  
 2 You are W.O. 4 Brian Ware, United States  
 3 Navy, and you have been advised by me, that's Special  
 4 Agent (b) (7)(C) and my colleague here, Special  
 5 Agent (b) (7)(C) that you are suspected of Uniform  
 6 Code of Military Justice UCMJ Article 1346, bribery  
 7 and graft. Alternately the comparable civilian Code  
 8 is 18 USC 201 B, also bribery.  
 9 Now this particular allegation pertains to  
 10 GDMA. Of course GDMA is the husbanding company  
 11 operated by Leonard Francis, commonly known as Fat  
 12 Leonard. You may have seen that in the news. And  
 13 also one of the vice presidents is Neil Peterson and,  
 14 you know, other, other persons associated with GDMA,  
 15 not just Leonard and those two.  
 16 All right. So before we get started, do you  
 17 have any questions about what the interview pertains  
 18 to?  
 19 C.W.O. WARE: No, sir.  
 20 (b) (7)(C) : Okay, all right.  
 21 So you have a Master's Degree just like me,  
 22 so you can read and write the English language. I  
 23 would like you to read out each of these rights out  
 24 loud. If you have any questions or concerns, please  
 25 stop me. If you understand the right, if you'll

16

1 initial by it.  
 2 C.W.O. WARE: I have the right to remain  
 3 silent and make no statement at all. Any statement I  
 4 make can be used against me in trial by Court Martial  
 5 or judicial punishment.  
 6 I have the right to consult a lawyer prior  
 7 to questioning and the lawyer may be a civilian lawyer  
 8 retained by me at no cost, a United States military  
 9 lawyer appointed to act as my counsel at no cost to me  
 10 or both.  
 11 I have the right to a retained lawyer, an  
 12 appointed military lawyer present during an interview  
 13 and I may terminate the interview at any time for any  
 14 reason.  
 15 (b) (7)(C) : All right. So will you read  
 16 that last section here.  
 17 C.W.O. WARE: I understand my rights as  
 18 related to me in forth above with the understanding  
 19 I've decided not -- do not desire to make -- to remain  
 20 silent, consult with a retained or appointed lawyer or  
 21 have (inaudible) at this time. I make this truly and  
 22 voluntarily. No threats or promises have been made to  
 23 me.  
 24 (b) (7)(C) : Okay. Because nobody's  
 25 threatened you, right? And nobody's promised you

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17

1 anything?  
 2 In fact, I want to make it clear, we don't  
 3 have the authority to promise you anything. There's  
 4 nothing that we do other than collect the information.  
 5 If you decide it's in your best interests to talk  
 6 about it and cooperate, obviously I'm going to  
 7 communicate that to the chain of command and to the  
 8 other investigators that are involved in this  
 9 investigation.  
 10 C.W.O. WARE: Uh-huh.  
 11 (b) (7)(C) But I can't promise you  
 12 anything at all because we don't have to the power to  
 13 deliver that.  
 14 C.W.O. WARE: Uh-huh.  
 15 (b) (7)(C) So is there anything about that  
 16 that is confusing or you don't understand?  
 17 C.W.O. WARE: No, sir.  
 18 (b) (7)(C) Okay. All right. So now it's  
 19 up to you to decide what you want to do.  
 20 Do you want to talk to us --  
 21 C.W.O. WARE: Uh-huh.  
 22 (b) (7)(C) -- or do you want to --  
 23 C.W.O. WARE: Sure.  
 24 (b) (7)(C) -- do something else?  
 25 All right. So if you'll sign right here if

18

1 you do want to talk.  
 2 Today's date is the 31st of March, the time  
 3 according to my watch is 2:16 and this particular  
 4 form, I don't know why the headquarters has a  
 5 duplicate form, it's just a second line saying that  
 6 you do agree to talk to us and you haven't been  
 7 threatened and that nobody's promised you anything.  
 8 Okay. Do you have any questions or concerns  
 9 about the form?  
 10 C.W.O. WARE: No.  
 11 (b) (7)(C) Anything else about this?  
 12 C.W.O. WARE: No.  
 13 (b) (7)(C) All right. So obviously our,  
 14 our focus is on GDMA. You've been here for awhile.  
 15 We would like to kind of go back and get some  
 16 background information about your time here in Japan.  
 17 My understanding is you served aboard the  
 18 Blue Ridge and then later the G.W.; is that correct?  
 19 C.W.O. WARE: Yes, sir.  
 20 (b) (7)(C) Okay. All right. So when did  
 21 you first arrive at the Blue Ridge?  
 22 C.W.O. WARE: 2010.  
 23 (b) (7)(C) 2010. And who did you replace?  
 24 C.W.O. WARE: Warrant Officer, he's here  
 25 now, Agpaoa.

19

1 (b) (7)(C) Agpa --  
 2 C.W.O. WARE: Paoa.  
 3 (b) (7)(C) Do you know his first name?  
 4 C.W.O. WARE: Max.  
 5 (b) (7)(C) Max. And what's his current  
 6 assignment?  
 7 C.W.O. WARE: I'm sorry?  
 8 (b) (7)(C) What's his current assignment?  
 9 C.W.O. WARE: He's in charge of the, he  
 10 works at NAVSUP, his office is behind the housing  
 11 office, he's in charge of all the base galleys, I  
 12 think, for the region.  
 13 (b) (7)(C) Base galleys for.  
 14 And when you got there in 2010, what, do you  
 15 remember what month it was?  
 16 C.W.O. WARE: March.  
 17 (b) (7)(C) March. Who was the C.O?  
 18 C.W.O. WARE: Oh, my gosh. I'd have to look  
 19 back on my eval. I can't remember.  
 20 (b) (7)(C) What about the X.O., do you  
 21 remember who the X.O. was?  
 22 C.W.O. WARE: No, sir. I know, I have it on  
 23 my evals.  
 24 (b) (7)(C) What about SUPPO, do you  
 25 remember who the SUPPO was?

20

1 C.W.O. WARE: Oh, SUPPO was Lieutenant Ben  
 2 Nichols, if I'm not mistaken.  
 3 (b) (7)(C) Now did you have a turnover  
 4 with Agpaoa?  
 5 C.W.O. WARE: Yes.  
 6 (b) (7)(C) And that turnover was in March  
 7 or?  
 8 C.W.O. WARE: Yes.  
 9 Yeah, we were flown out to Korea. I got  
 10 flown out to Korea in March and then our turnover, I  
 11 think he left about, I want to say a month later.  
 12 (b) (7)(C) Where in Korea?  
 13 C.W.O. WARE: Busan.  
 14 (b) (7)(C) Do you like Busan?  
 15 C.W.O. WARE: I've been there so many times.  
 16 (b) (7)(C) Yeah, I mean it's on the  
 17 circuit, right?  
 18 C.W.O. WARE: Yes, sir.  
 19 (b) (7)(C) I like the old food, so you  
 20 know I'm a food guy, so.  
 21 C.W.O. WARE: Yes, sir.  
 22 (b) (7)(C) The kimchi is good to me, so.  
 23 All right. So you relieved Agpaoa, you guys  
 24 had about a, an overlap of a month, you flew out to  
 25 Busan.



21

1 Did you notice anything weird during the  
 2 turnover, anything unusual?  
 3 C.W.O. WARE: No, nothing that -- it was my  
 4 first tour as a Warrant and just got commissioned in  
 5 '09, so it was my first tour.  
 6 (b) (7)(C) First tour.  
 7 C.W.O. WARE: But he was a W 4 at the time,  
 8 I was a C.W.O. 2. And I know I was coming to my first  
 9 ship as a Warrant, but nothing, just.  
 10 (b) (7)(C) Is he a 5 now, or no?  
 11 C.W.O. WARE: No, he got out and retired.  
 12 (b) (7)(C) He's retired, he's civilian?  
 13 C.W.O. WARE: He came back and he just got  
 14 here and he's a civilian over at the, over at NAVSUP,  
 15 I believe it's NAVSUP.  
 16 (b) (7)(C) So now at this point in time  
 17 you're in the same position, you're the chow boss,  
 18 right, on the Blue Ridge?  
 19 C.W.O. WARE: Yes.  
 20 (b) (7)(C) So educate us, what is, what is  
 21 the responsibilities of that position?  
 22 C.W.O. WARE: Well feeding the crew, I mean  
 23 maintaining inventory, feeding the crew, following  
 24 menus, recipes, insuring the food is fit for human  
 25 consumption so no one gets sick.

22

1 You know, I'm receiving stores to replenish.  
 2 That's, that's the, inventory, feeding the crew and  
 3 then making sure everyone's food is healthy for  
 4 people.  
 5 (b) (7)(C) Do you have any other questions  
 6 about job duties?  
 7 (b) (7)(C) Yeah. So basically in that  
 8 position, you're no longer cooking, per se, you're  
 9 administrat -- it's the administrative head of --  
 10 C.W.O. WARE: Yeah, inventory, money.  
 11 (b) (7)(C) -- for the food department?  
 12 C.W.O. WARE: You know, the food and food  
 13 costs and inventory costs and all that, so.  
 14 (b) (7)(C) Okay.  
 15 C.W.O. WARE: I have a Master Chief and  
 16 Chiefs and all that under me that do all the lower  
 17 stuff and then the junior, but my, my thing is to  
 18 manage the money of -- well it's not really money,  
 19 rations of people eating and inventory and that's my  
 20 main focus.  
 21 (b) (7)(C) So it's kind of like in the  
 22 civilian world an executive chef?  
 23 C.W.O. WARE: Yeah -- well, no, probably the  
 24 manager.  
 25 (b) (7)(C) Or probably the manager.

23

1 C.W.O. WARE: Yeah, because I don't want to  
 2 cook or anything, so --  
 3 (b) (7)(C) Okay.  
 4 C.W.O. WARE: Well I do, but that's not my  
 5 mission now.  
 6 (b) (7)(C) Right. Right, you're --  
 7 C.W.O. WARE: I'm pretty much.  
 8 (b) (7)(C) -- you're at the management  
 9 stage.  
 10 C.W.O. WARE: Food storage manager, money,  
 11 money coming in, money going -- well we don't have  
 12 money, but the rations coming in, rations coming out,  
 13 inventory in, inventory out and then --  
 14 (b) (7)(C) You'd say the food service  
 15 manager is the closest probably --  
 16 C.W.O. WARE: Right.  
 17 (b) (7)(C) -- civilian equivalent?  
 18 C.W.O. WARE: I think so.  
 19 (b) (7)(C) Okay. Go ahead.  
 20 (b) (7)(C) Okay. So in April of 2010, so  
 21 we're talking, this is going to be like two, three  
 22 months right after you got on board, you guys went to  
 23 Sepanggar, Malaysia, am I saying that right?  
 24 C.W.O. WARE: It was either Kota Kinabalu or  
 25 there was -- I'm not sure if that's the full name,

24

1 there was two places we went to, Kota -- or K.K. and  
 2 K.L., Kuala Lumpur and Kota Kinabalu, I'm not sure  
 3 which one is which, we just knew it as K.K. and K.L.  
 4 for the abbreviations.  
 5 (b) (7)(C) Okay, so you didn't refer to it  
 6 as Sepanggar port?  
 7 C.W.O. WARE: No.  
 8 (b) (7)(C) Okay.  
 9 C.W.O. WARE: It was Kuala Lumpur and Kota  
 10 Kinabalu were the two places that it went.  
 11 (b) (7)(C) So what's common -- what you  
 12 guys commonly referred to K.K. or K.L., right?  
 13 C.W.O. WARE: Yeah, K.K. is Kota Kinabalu  
 14 and K.L. was -- or Kuala Lumpur.  
 15 (b) (7)(C) Now while, while you were there  
 16 in Malaysia, did you order any provisions?  
 17 C.W.O. WARE: Yes, sir.  
 18 (b) (7)(C) Do you, and I realize you do  
 19 this on a routine basis --  
 20 C.W.O. WARE: Yeah, Glenn Marine was our  
 21 food people at that time.  
 22 (b) (7)(C) Do you remember approximately  
 23 how much you ordered from them?  
 24 C.W.O. WARE: Oh, gosh, I wouldn't know by  
 25 cost, it goes by pallets, but it's been so long ago.

6 (Pages 21 to 24)

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25

1 (b) (7)(C) Do you remember how many  
 2 pallets?  
 3 C.W.O. WARE: I would say about 25,  
 4 30 pallets of food, whatever we used to replenish the  
 5 ship while we were in port before the next port.  
 6 (b) (7)(C) : So who was your point of  
 7 contact at Glenn Marine?  
 8 C.W.O. WARE: Neil.  
 9 (b) (7)(C) Neil Peterson.  
 10 C.W.O. WARE: Yeah, that's the only person  
 11 there with Glenn Marine, he was the rep that would  
 12 come on board the ship, do the port brief and then  
 13 we'd go over the receipt and make sure the food is  
 14 there, hit the stores on the pier, post the receipt  
 15 and then we'd have to get the receipt signed by  
 16 disbursing for him to get payment as our prime vendor.  
 17 (b) (7)(C) Okay. So the order was he  
 18 would give the brief?  
 19 C.W.O. WARE: Yeah, I think -- well he was  
 20 part of the port brief because he was the prime  
 21 vendor, so that --  
 22 (b) (7)(C) So as, as the husbanding, he  
 23 would come on --  
 24 C.W.O. WARE: The husbanding agent, yeah.  
 25 (b) (7)(C) : -- the first -- that first rush

26

1 going off the gangplank.  
 2 C.W.O. WARE: Yeah, (b) (7)(C)  
 3 He was the main guy.  
 4 C.W.O. WARE: He was the first person that  
 5 Max introduced me to --  
 6 (b) (7)(C) Okay.  
 7 C.W.O. WARE: -- here's your guy.  
 8 (b) (7)(C) Oh.  
 9 C.W.O. WARE: Here's your food guy, anything  
 10 you need for food.  
 11 (b) (7)(C) Okay, and then I think you  
 12 mentioned you went over the receipts.  
 13 C.W.O. WARE: At the very end. So we would  
 14 put the order in we need to replenish our food, we  
 15 would come in, it would be on the pier, we'd do stores  
 16 and then we'd get the receipts. And then they would  
 17 all go cycle through disbursing to pay for the food.  
 18 And if I'm not mistaken, it would all be paid on one  
 19 check because you had I think cell phones and all kind  
 20 of stuff, so I was just the food bill guy, as long as  
 21 my receipt got put up and sent when I received the  
 22 food, then I was good.  
 23 (b) (7)(C) Did you socialize with Peterson  
 24 at this port?  
 25 C.W.O. WARE: Yes.

27

1 (b) (7)(C) What did you guys do?  
 2 C.W.O. WARE: Well he was the person that --  
 3 he would come on board, he was the first guy I would  
 4 meet, so talk about the food, the orders, get  
 5 everything ready to go, that was my main -- my only,  
 6 our only contact for food in these foreign ports.  
 7 (b) (7)(C) Right, but I'm more talking  
 8 about like you get off the ship, you know, you're in  
 9 civies, you go to go have a beer or eat some noodles  
 10 or whatever.  
 11 C.W.O. WARE: Oh, yeah, he would show us  
 12 around, you know, how to get around the, the area, the  
 13 local area.  
 14 (b) (7)(C) Who's we?  
 15 C.W.O. WARE: Me and whoever. I'm trying to  
 16 think who I would hang out with. I had a couple  
 17 Officers that we would go out to local, how to get to  
 18 the hotels or how to get to the downtown.  
 19 You know, if I, if I may speak freely?  
 20 (b) (7)(C) Sure.  
 21 C.W.O. WARE: You know, since I've read all  
 22 these investigations and all these people fired and I  
 23 just thought how, how -- I don't know how that could  
 24 be me, I just don't know how I'm, I'm just -- I'm the  
 25 little, I'm so overwhelmed right now.

28

1 (b) (7)(C) Yeah.  
 2 C.W.O. WARE: I'm trying, I'm trying to be  
 3 so, you know.  
 4 (b) (7)(C) Yeah, I hear you.  
 5 C.W.O. WARE: When I see all these and I'm  
 6 like, you know, I'm not a prostitute guy and I saw  
 7 that all these things that people did and all, I'm  
 8 like I would never be like those people and then I'm  
 9 sitting here and I'm just so nervous today.  
 10 (b) (7)(C) Well I can tell you, no one is  
 11 saying that you got a prostitute, so we can --  
 12 C.W.O. WARE: Yeah.  
 13 (b) (7)(C) -- move that off the table.  
 14 C.W.O. WARE: I'm just saying, when we read  
 15 all this and all these Commanders and Admirals and I'm  
 16 like, man, how these people could be this stupid; and  
 17 then I'm sitting here and I'm just, this is like a  
 18 flashback, very overwhelmed right now.  
 19 (b) (7)(C) Well, you know, I don't want  
 20 you to be overwhelmed to the point where, you know, if  
 21 it's too much, you know, your health is --  
 22 C.W.O. WARE: Yeah, see my wife is crying at  
 23 home because I told her I'm going -- I'm freaking out,  
 24 you know, I didn't know why I was coming here, but  
 25 when you read that charge, my heart like, wow, how,

7 (Pages 25 to 28)

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29

1 right, I don't even know how to --  
 2 (b) (7)(C) We're, I mean we're going to  
 3 lay it out for you --  
 4 C.W.O. WARE: Yes, sir.  
 5 (b) (7)(C) -- it's just you have to decide  
 6 whether --  
 7 C.W.O. WARE: No, I know.  
 8 (b) (7)(C) -- you know -- we can't make  
 9 you cooperate, that's a choice you have to choose to  
 10 make on your own --  
 11 C.W.O. WARE: Yes, sir.  
 12 (b) (7)(C) -- so, you know what, if you  
 13 need to stop, go to the bathroom or --  
 14 C.W.O. WARE: Okay.  
 15 (b) (7)(C) -- you know, like we talked  
 16 about at the beginning, you can stop at any time.  
 17 C.W.O. WARE: Yes, sir.  
 18 (b) (7)(C) If you feel like this is not --  
 19 C.W.O. WARE: No, I just wanted to get that  
 20 off my chest.  
 21 (b) (7)(C) -- in your best interests.  
 22 C.W.O. WARE: Just real quick, I'm just kind  
 23 of shocked I'm here.  
 24 (b) (7)(C) Well I have no questions about  
 25 prostitutes as they pertain to you.

30

1 C.W.O. WARE: Oh, good.  
 2 (b) (7)(C) So if that's something that  
 3 you're worried about --  
 4 C.W.O. WARE: Well I'm just, I just --  
 5 (b) (7)(C) : Yeah.  
 6 C.W.O. WARE: -- I never thought I'd be in  
 7 trouble for anything, but yes, sir.  
 8 (b) (7)(C) So, back to this initial port  
 9 visit, like two months, you know, after you got on the  
 10 Blue Ridge, you're out and about with Peterson and you  
 11 said you had a couple other Officers that you would,  
 12 you would tool about with?  
 13 C.W.O. WARE: Yeah, I think Max was there,  
 14 too, because I'm, I'm the new guy, so.  
 15 (b) (7)(C) Okay, so.  
 16 C.W.O. WARE: Max picked me up at the  
 17 airport in a van, I remember that, because I had flown  
 18 in and then he said here's your vendor. And I think  
 19 we went out to the casino -- I don't think -- no, I  
 20 don't think he went the first -- the first time I went  
 21 out I went with Max to the casino.  
 22 (b) (7)(C) Now was this in Busan or is  
 23 this in --  
 24 C.W.O. WARE: Busan.  
 25 (b) (7)(C) : Okay.

31

1 C.W.O. WARE: Oh, we're talking about the  
 2 Port of Kinabalu, okay.  
 3 (b) (7)(C) Yeah, I'll, I want to fast  
 4 forward a little bit and talk about --  
 5 C.W.O. WARE: I don't think that Max was --  
 6 (b) (7)(C) -- Malaysia.  
 7 C.W.O. WARE: -- I don't know if Max was in  
 8 Malaysia. I don't think Max was in Malaysia. I was  
 9 talking about Korea, I apologize.  
 10 (b) (7)(C) Okay. No worries, it's been  
 11 awhile.  
 12 C.W.O. WARE: Yeah.  
 13 (b) (7)(C) It's been seven years.  
 14 C.W.O. WARE: Yeah.  
 15 (b) (7)(C) : So in Malaysia, though, do you  
 16 remember, other than Peterson, do you remember anybody  
 17 going out with you guys?  
 18 C.W.O. WARE: From the company?  
 19 (b) (7)(C) From the company or from the  
 20 ship?  
 21 C.W.O. WARE: Just, just the couple buddies  
 22 I used to hang out with.  
 23 (b) (7)(C) Do you know who they are?  
 24 C.W.O. WARE: Yes, sir.  
 25 (b) (7)(C) : Who are they?

32

1 C.W.O. WARE: Eric Gunther.  
 2 (b) (7)(C) And what is his rank?  
 3 C.W.O. WARE: Lieutenant J.G.  
 4 (b) (7)(C) Do you know where he is right  
 5 now?  
 6 C.W.O. WARE: Yeah, he's on, I think he's on  
 7 one of the ATGs out here.  
 8 (b) (7)(C) And who else?  
 9 C.W.O. WARE: And I think Matt Derips.  
 10 (b) (7)(C) Mad Derips?  
 11 C.W.O. WARE: Matt.  
 12 (b) (7)(C) Matt.  
 13 C.W.O. WARE: And then Derips, D-E-R-I-P-S.  
 14 I'm not sure of where he is now.  
 15 (b) (7)(C) What's his rank?  
 16 C.W.O. WARE: He was a Lieutenant back then.  
 17 I'm not sure if he's still in or not.  
 18 (b) (7)(C) Okay. Anybody else?  
 19 C.W.O. WARE: I can't think of the other  
 20 guy. There was three of us.  
 21 (b) (7)(C) Three including you or another  
 22 person?  
 23 C.W.O. WARE: There was always three. I  
 24 can't -- I'm trying to think of the other guy's name.  
 25 It will come to me.



33

1 (b) (7)(C): As for Gunther, you say he's  
 2 a J.G., he's a J.G. now or he was a --  
 3 C.W.O. WARE: No, I think --  
 4 (b) (7)(C): -- J.G. at the time?  
 5 C.W.O. WARE: He's a -- he was an ensign  
 6 then, he's a Lieutenant now. He was one of my best  
 7 friends on the ship.  
 8 (b) (7)(C): What does Lieutenant Gunther,  
 9 what did he do on the Blue Ridge?  
 10 C.W.O. WARE: Oh, man, he was in, I want to  
 11 say combat systems, but I'm not sure exactly.  
 12 (b) (7)(C): What about Lieutenant Derips?  
 13 C.W.O. WARE: I think he was ADP, if I  
 14 remember right.  
 15 (b) (7)(C): And there's a third person  
 16 whose name you --  
 17 C.W.O. WARE: Yeah, I think Marty, Marty  
 18 Silver.  
 19 (b) (7)(C): Marty Silver, and what's --  
 20 C.W.O. WARE: I don't think he's in no more.  
 21 He was a Warrant Officer 2.  
 22 (b) (7)(C): Do you remember what he was at  
 23 the time?  
 24 C.W.O. WARE: A C.W.O. 2 and he was  
 25 communications I think also.

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1 (b) (7)(C): So when you guys were out on  
 2 the town in Malaysia, do you remember what you did,  
 3 where you went?  
 4 C.W.O. WARE: Just restaurants, out  
 5 shopping, you know, bars. I'm the non-drinker of the  
 6 group, so eat food. I always had no reception so I  
 7 always had to come back to the ship. I always had to  
 8 do stores, so I had to come back to the ship and so I  
 9 didn't go out a lot because I had, most of my  
 10 requirements are on board the ship.  
 11 (b) (7)(C): Did you stay out in town in  
 12 Malaysia?  
 13 C.W.O. WARE: Yes, sir.  
 14 (b) (7)(C): Where did you stay?  
 15 C.W.O. WARE: I'm not -- I don't remember  
 16 the name.  
 17 (b) (7)(C): It was a hotel?  
 18 C.W.O. WARE: Hotel, yes, sir.  
 19 (b) (7)(C): And who paid for the hotel, did  
 20 you pay for the hotel, did GDMA pay for the hotel?  
 21 C.W.O. WARE: I paid for some hotels and  
 22 sometime Neil would pay for some of the hotels.  
 23 (b) (7)(C): Do you remember on this  
 24 specific one?  
 25 C.W.O. WARE: I, I really can't remember.

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1 (b) (7)(C): That's okay.  
 2 C.W.O. WARE: It's so far.  
 3 (b) (7)(C): I don't, I don't, I want you to  
 4 be honest about what you remember.  
 5 C.W.O. WARE: Uh-huh.  
 6 (b) (7)(C): And if you don't remember, I  
 7 want you to be honest about that.  
 8 C.W.O. WARE: Yes, sir.  
 9 (b) (7)(C): Well, but you do remember  
 10 staying in a hotel, do you remember anything about it,  
 11 where it might be located, anything that might set it  
 12 apart?  
 13 C.W.O. WARE: Just, I'll just say downtown.  
 14 I'm not sure.  
 15 (b) (7)(C): Did, did Silver or Gunther or  
 16 Derips, did they stay with you at the hotel?  
 17 C.W.O. WARE: No, they had their own hotel.  
 18 (b) (7)(C): Now this is pretty on in your,  
 19 pretty early on in your relationship with Peterson.  
 20 Do you have an idea of whether or not you  
 21 paid for this hotel on your own? Any thoughts about  
 22 that?  
 23 C.W.O. WARE: Oh, I did pay for some of the  
 24 hotels, I mean he said hey, I got it --  
 25 (b) (7)(C): Oh, no, on this particular one

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1 do you?  
 2 C.W.O. WARE: I can't remember, sorry.  
 3 (b) (7)(C): All right.  
 4 C.W.O. WARE: But he did, he did get rooms  
 5 sometimes for us, so, as from the company, so. Of  
 6 course as soon as this thing blew up, in my mind I  
 7 thought well oh, crap, is that, you know, but it  
 8 wasn't, it wasn't -- God, I'm trying to think what  
 9 bribery means, that he, he -- he didn't give me a room  
 10 for food or I didn't -- when you read the charge for  
 11 bribery, I was just, God, how is this, how is this  
 12 bribery, I don't understand.  
 13 (b) (7)(C): Well, you know --  
 14 C.W.O. WARE: I thought it was a norm that  
 15 they got rooms for Officers and, you know, that was,  
 16 that's what they did, so.  
 17 (b) (7)(C): I mean frankly, it's not. I  
 18 mean, you know, there's no, I mean there's no part of  
 19 the contract anywhere in the United States Navy where  
 20 GDMA or anybody else gets rooms for eight Officers  
 21 that are --  
 22 C.W.O. WARE: Uh-huh.  
 23 (b) (7)(C): -- unless, you know, like the  
 24 contract is expressly for goods and services for, you  
 25 know, for the ship.

9 (Pages 33 to 36)

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1 You know, and bribery doesn't have to be,  
 2 you know, a prostitute. I know that's what's in the  
 3 news because it's scandalous and it sells newspapers,  
 4 but bribery can be anything of value, which a hotel  
 5 room is, you know, has a monetary value, so that's  
 6 what we're talking about --  
 7 C.W.O. WARE: So that, I --  
 8 (b) (7)(C): -- so --  
 9 C.W.O. WARE: Okay, I didn't, I didn't know  
 10 that.  
 11 (b) (7)(C) Okay. So, all right, so this  
 12 particular one you don't remember what hotel you  
 13 stayed at in Malaysia?  
 14 C.W.O. WARE: (Inaudible).  
 15 (b) (7)(C) Okay. So you said you  
 16 mentioned you went out and about, you went shopping,  
 17 you went to bars, you went to restaurants.  
 18 We're talking the three of you, Gunther,  
 19 Derips, Silver and Peterson as well, correct?  
 20 C.W.O. WARE: No, no, no, no, no, no, no,  
 21 no.  
 22 (b) (7)(C) Okay, not Peterson.  
 23 C.W.O. WARE: No, no. We were just, he, he  
 24 would get us a -- or show us where the hotel -- the  
 25 location was at, how to get downtown, but we didn't

1 ship because your responsibility was on the ship, but  
 2 do you remember anything in particular about your  
 3 liberty in Malaysia at this point in time?  
 4 C.W.O. WARE: As in?  
 5 (b) (7)(C) Like a particular, something  
 6 you might have done, something you might have seen?  
 7 I mean we've covered shopping malls,  
 8 restaurants, bars, is there anything else?  
 9 C.W.O. WARE: That's really all there is,  
 10 there's not much there to do. Shopping in the daytime  
 11 and the clubs at night and then go back to the room,  
 12 that's about it.  
 13 (b) (7)(C) Did you have a question?  
 14 So, do you have any other questions about  
 15 Malaysia? All right.  
 16 So next you guys went to Jakarta, Indonesia,  
 17 from about the 11th to the 13th and then you wound up  
 18 in Laem Chabang, Thailand, and this is the period of  
 19 time from approximately April 17th to April 20th,  
 20 2010. Sound right to you?  
 21 C.W.O. WARE: I, I -- yes, sir. I, I don't  
 22 remember.  
 23 (b) (7)(C): You don't remember, but do  
 24 you --  
 25 C.W.O. WARE: Remember the places, yes --

1 stay with the guy, no.  
 2 (b) (7)(C) Okay, so he would, he would  
 3 kind of walk you around and show you the lay of the  
 4 land --  
 5 C.W.O. WARE: Show us around --  
 6 (b) (7)(C) -- and then --  
 7 C.W.O. WARE: -- where it's at.  
 8 (b) (7)(C) -- leave you on your own --  
 9 C.W.O. WARE: Yeah.  
 10 (b) (7)(C) -- is that --  
 11 C.W.O. WARE: Yeah, I mean, yeah, I didn't  
 12 hang out with the guy.  
 13 (b) (7)(C): So on this particular trip,  
 14 it's not like he was at, at the restaurant buying you  
 15 dinner?  
 16 C.W.O. WARE: No, no.  
 17 (b) (7)(C) He was at the shopping mall  
 18 buying you things?  
 19 C.W.O. WARE: No, sir.  
 20 (b) (7)(C) It wasn't, like I said, I know  
 21 you say you're not a drinker, but he wasn't at the bar  
 22 buying the guys drinks or anything like that?  
 23 C.W.O. WARE: No, sir.  
 24 (b) (7)(C) Okay. Do you remember what you  
 25 guys, and I know you said you had to get back to the

1 yes, but I don't remember the dates.  
 2 (b) (7)(C) Do you, do you remember  
 3 Jakarta?  
 4 C.W.O. WARE: Oh, yeah, I remember going  
 5 there.  
 6 (b) (7)(C): Yeah.  
 7 C.W.O. WARE: Just don't remember the dates.  
 8 (b) (7)(C) That year, approximately.  
 9 C.W.O. WARE: Yeah.  
 10 (b) (7)(C) I'm not -- I mean I realize you  
 11 don't, I'm trying to like spark your memory.  
 12 C.W.O. WARE: Yes.  
 13 (b) (7)(C) I realize you may not know the  
 14 exact, I mean I couldn't tell you the -- I mean I  
 15 couldn't tell you the exact dates of where we were  
 16 last year without looking at my journal.  
 17 C.W.O. WARE: Yes, sir.  
 18 (b) (7)(C) You know, so I get that. I'm  
 19 just talking about like, hey, you know, sometimes  
 20 people get sick, you know, they get medicated or  
 21 whatever --  
 22 C.W.O. WARE: Yes, sir.  
 23 (b) (7)(C) -- or they go TDY for training  
 24 or whatever, so.  
 25 C.W.O. WARE: Uh-huh --

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<p>1 (b) (7)(C) : But you were in that, that 2 Spring you remember going to Jakarta, India -- 3 C.W.O. WARE: Uh-huh. 4 (b) (7)(C) : -- Indonesia? 5 C.W.O. WARE: Uh-huh. 6 (b) (7)(C) : And you remember Laem Chabang, 7 Thailand? 8 C.W.O. WARE: Uh-huh. 9 (b) (7)(C) : Okay. All right. So, now at 10 this point in time, you know, when these things break, 11 you know, one of the first things they do is they go 12 and they, you know, they look at all the COMs, the 13 E-mails that people are getting back and forth, they 14 talk to people that were there. 15 So I want to tell you that because it's a 16 natural tendency for people to be like well I don't 17 really like the way this sounds so I'll kind of dress 18 it up, but at the same time, you know, I have an 19 obligation to tell you, you know, you don't have to 20 tell us anything, but if you do tell us anything, it's 21 definitely in your best interests to tell us the truth 22 because even if they decide hey, you know what, we're, 23 and I don't make this decision, we were very clear 24 about that at the beginning, say they decide not to 25 charge you for bribery, and they may not, that's up to</p>	<p>1 of, you know, how I met them. And even when these, 2 all these cases broke out in the news, I never thought 3 nothing negative about myself at all until just now 4 and as I look at it and as you're speaking about it, 5 yeah, that doesn't -- I don't see how it's bribery, 6 but I -- I do see that it doesn't -- 7 (b) (7)(C) : Well the thing is, and I'm not 8 trying to be argumentative -- 9 C.W.O. WARE: Yes, sir. 10 (b) (7)(C) : -- you're in charge of getting 11 all the stores for the Blue Ridge, I mean you're the 12 guy, you know. Food coming in, money going out, 13 right? 14 C.W.O. WARE: Yes, sir. 15 (b) (7)(C) : You're the guy, and they're 16 giving you hotel rooms. I mean that's going to 17 influence your impression of them, that's going to -- 18 C.W.O. WARE: Okay. 19 (b) (7)(C) : Do you see where I'm going with 20 that? 21 C.W.O. WARE: Yeah, yeah. 22 (b) (7)(C) : I mean, you know, when people 23 give you stuff, when they buy you a hotel, and you're 24 going to like GDMA, Glenn Marine -- 25 C.W.O. WARE: Yeah.</p>
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<p>1 them, you know, that's out of my control, you know, 2 nobody in this room controls that, but if you lie, 3 that's a separate charge they can charge you with, so 4 I just want to make sure you're clear about that and 5 you understand that. 6 C.W.O. WARE: Yes, I do. 7 (b) (7)(C) : So at this point in time, did 8 you ask Peterson for a hotel room in Thailand? 9 C.W.O. WARE: Yes. 10 (b) (7)(C) : Okay. 11 C.W.O. WARE: Yeah, because they, so at each 12 port they would get us a hotel, you know, and I'd 13 get -- I thought that was the norm, so I mean looking 14 back at it now it's not, but he'd get, he'd get -- got 15 me a room and -- 16 (b) (7)(C) : Why, why would it be the norm? 17 C.W.O. WARE: Well I guess it's -- you know, 18 as -- I don't know, I don't know how to answer that. 19 (b) (7)(C) : Were there other people 20 taking it, like other people also asking for rooms or 21 getting rooms from GDMA that you know of? 22 C.W.O. WARE: I don't know, I dealt with -- 23 you know, Max is like hey, if you need a room or if 24 you need someone to take you somewhere, they're your 25 agents and they'll take care of you and that's kind</p>	<p>1 (b) (7)(C) : -- and Peterson more than some 2 schmuck that's not giving you a hotel room. 3 C.W.O. WARE: Yeah. Yes, sir. They were 4 the only vendor we had, but I, I do see what you're 5 saying, sir. 6 (b) (7)(C) : I mean that -- I know -- 7 C.W.O. WARE: I look back at -- yeah. 8 (b) (7)(C) : know they're popular from, 9 from a lot of people feel like they were, you know, 10 good husbanding agents. 11 C.W.O. WARE: But I see the lines were 12 crossed, yes, sir. 13 (b) (7)(C) : Now -- 14 C.W.O. WARE: Yes, sir. 15 (b) (7)(C) : So the hotel room in Thailand, 16 do you remember where it was at? 17 C.W.O. WARE: Oh, gosh. I don't actually 18 remember the name, sir, of the hotel. 19 (b) (7)(C) : you remember if it was nice, 20 bad? 21 C.W.O. WARE: Just the, well the regular, I 22 mean it wasn't, it wasn't dirty, it was like a regular 23 hotel. 24 (b) (7)(C) : Do you know how GDMA paid for 25 it? I mean did they put it on their corporate credit</p>

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1 card, did they pay cash, do you --  
 2 C.W.O. WARE: They just said hey, we got you  
 3 a room block at this place and you're good to go for  
 4 the time that you're here.  
 5 (b) (7)(C) Who's they, Peterson or?  
 6 C.W.O. WARE: Yes.  
 7 (b) (7)(C) Okay.  
 8 C.W.O. WARE: I never met nobody else. He's  
 9 the only guy I dealt with.  
 10 (b) (7)(C) Okay. So at this point in  
 11 time, and this point in time we're talking about Laem  
 12 Chabang, Thailand, you asked Peterson for a hotel  
 13 room; is that correct; is that true?  
 14 C.W.O. WARE: Yes -- well I would ask him, I  
 15 would say hey, can you help me find a hotel room while  
 16 I'm here --  
 17 (b) (7)(C) Are you --  
 18 C.W.O. WARE: -- that's how it kind of  
 19 started out.  
 20 (b) (7)(C) Okay. So are you E-mailing him  
 21 that, are you calling him --  
 22 C.W.O. WARE: I think I was E-mailing --  
 23 (b) (7)(C) -- were you saying that in  
 24 person?  
 25 C.W.O. WARE: -- him. I think I was

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1 (b) (7)(C) Okay. Now at this point in  
 2 Thailand, is it the same three group of friends?  
 3 C.W.O. WARE: Always with, always with those  
 4 guys --  
 5 (b) (7)(C) Okay.  
 6 C.W.O. WARE: -- at nighttime, so they would  
 7 get their room, I'd get my room and then we would have  
 8 to go out at night together because of the buddy  
 9 system.  
 10 (b) (7)(C) So, and I realize these are  
 11 your buddies, but I mean it is what it is, you know,  
 12 we're kind of in, in for a penny, in for a pound at  
 13 this point, you know what I'm saying?  
 14 So Gunther, Derips and Silver is who we're  
 15 talking about in Thailand again, correct?  
 16 C.W.O. WARE: Uh-huh.  
 17 (b) (7)(C) So are they at your hotel --  
 18 C.W.O. WARE: No, --  
 19 (b) (7)(C) -- or are they at a different  
 20 hotel?  
 21 C.W.O. WARE: They're at their own, wherever  
 22 they're at.  
 23 (b) (7)(C) So they may be at the same  
 24 hotel, you just don't know?  
 25 C.W.O. WARE: No, they weren't at my hotel,

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1 E-mailing him.  
 2 (b) (7)(C) E-mailing, all right.  
 3 C.W.O. WARE: Yes.  
 4 (b) (7)(C) So, and how does that  
 5 conversation go from there, does he, I think you said  
 6 he said hey, we got you a place, you're good to go for  
 7 as long as you're here? Is that correct?  
 8 C.W.O. WARE: Yeah, yeah.  
 9 (b) (7)(C) Okay. Who else got a hotel  
 10 room from Peterson?  
 11 C.W.O. WARE: Oh, I don't know, I -- that  
 12 was just me.  
 13 (b) (7)(C) Do you know of anyone else who  
 14 got a hotel room from Peterson or GDMA or Glenn  
 15 Marine?  
 16 C.W.O. WARE: No, I, I mean I'm guessing if  
 17 Max is the one who introduced me to him, I'm pretty  
 18 sure -- I don't know, I mean I wouldn't want to  
 19 speculate and name somebody.  
 20 (b) (7)(C) No, I'm just asking you --  
 21 C.W.O. WARE: I didn't do, I didn't, I  
 22 didn't hang out with no supply Officer. I was kind of  
 23 my alone guy, that I would do my thing and I had my  
 24 couple friends, we'd go out nights because of the  
 25 buddy system, but I was kind of a loner.

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1 I don't think. They would have -- they would get  
 2 there ahead of time.  
 3 (b) (7)(C) Okay. Now do you have any  
 4 knowledge of them getting a hotel?  
 5 C.W.O. WARE: No.  
 6 (b) (7)(C) Okay. And I hear what you're  
 7 saying about Max, but I'm talking about knowing, like  
 8 do you know if anyone else, and this point in time  
 9 we're kind of narrowly focused in on Thailand, do you  
 10 know anyone else at this point in time that also got a  
 11 room from Glenn Marine?  
 12 C.W.O. WARE: No, I don't.  
 13 (b) (7)(C) Okay.  
 14 C.W.O. WARE: No, not that I remember. I  
 15 don't want to misspeak, but I mean --  
 16 (b) (7)(C) Right, but you don't --  
 17 C.W.O. WARE: I --  
 18 (b) (7)(C) -- you got my card and now  
 19 you're --  
 20 C.W.O. WARE: Well none of my, well none of  
 21 my, my guys weren't, they were in combat systems and  
 22 communications, so they didn't deal with Glenn Marine  
 23 and I, SUPPO, I don't deal with the SUPPO at all, he  
 24 did his thing and I, I'm by myself, so I don't know  
 25 how that worked.

12 (Pages 45 to 48)

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1 (b) (7)(C) Do you know if SUPPO got a, a  
 2 room --  
 3 C.W.O. WARE: No.  
 4 (b) (7)(C) -- paid for by Glenn Marine?  
 5 C.W.O. WARE: But, no, I have -- no.  
 6 (b) (7)(C) Okay. What about a phone, was  
 7 there a phone or a driver with this visit?  
 8 C.W.O. WARE: There's always a phone,  
 9 there's always a duty phone.  
 10 (b) (7)(C) In --  
 11 C.W.O. WARE: So when we came in we'd have a  
 12 phone so we can call the ship for stores, so I always  
 13 had a phone so that was, that was given out at the  
 14 port brief.  
 15 (b) (7)(C) Now, but is this the ship paid  
 16 for by the phone to Glenn Marine or is that an extra  
 17 phone that Glenn Marine is giving you?  
 18 C.W.O. WARE: Well whatever phone they gave  
 19 out at the port brief, I would get my phone in my  
 20 packet for my receipt, my food and my phone would be  
 21 to contact back to the ship.  
 22 (b) (7)(C) D: Okay, so, but --  
 23 C.W.O. WARE: I'm not sure how they were  
 24 paid for.  
 25 (b) (7)(C) : There's certain people that

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1 rate a phone when you go --  
 2 C.W.O. WARE: Right.  
 3 (b) (7)(C) -- out into port --  
 4 C.W.O. WARE: Right.  
 5 (b) (7)(C) -- and I'm talking -- I'm not  
 6 talking about like the ship says yeah, chow boss, we  
 7 need to be able to reach you, you, you answer this  
 8 phone, this is your ship phone.  
 9 C.W.O. WARE: Yes, sir.  
 10 (b) (7)(C) I'm talking did Glenn Marine  
 11 give you an extra phone either as part of that or  
 12 beyond that?  
 13 Do you understand what I'm saying?  
 14 C.W.O. WARE: I would just get it in the  
 15 port brief. I don't know, I would be in the  
 16 ward room and they would hand out the phones  
 17 and I would get my phone and --  
 18 (b) (7)(C) Okay, so it wasn't like  
 19 Peterson meets you and says hey, here's your, here's  
 20 your phone, have a good time.  
 21 C.W.O. WARE: Well they would come to my  
 22 office.  
 23 (b) (7)(C) : Okay.  
 24 C.W.O. WARE: So we'd have the port brief,  
 25 talk about stores, the food, the reception. They

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1 would come back, have my packet and I would have the  
 2 receipts, the food coming in and then have my cell  
 3 phone, same boxes, S 1, that had -- they gave them  
 4 out, had to lock it with S 1, what my number was and  
 5 then give it to my recall.  
 6 Back then didn't have iPhones and all that,  
 7 so they had to have him recall.  
 8 (b) (7)(C) Still to this day when you go  
 9 anywhere and you have a port visit.  
 10 C.W.O. WARE: Yeah.  
 11 (b) (7)(C) : Do you still get a phone?  
 12 C.W.O. WARE: No, I usually get a phone --  
 13 (b) (7)(C) : Okay.  
 14 C.W.O. WARE: -- from service. I talk to  
 15 S 1, if there's, if there's a phone for me because of  
 16 the food or if something happens, I'm the guy they  
 17 usually call.  
 18 (b) (7)(C) So that's a normal procedure  
 19 for your billet?  
 20 C.W.O. WARE: If I, if they have enough  
 21 phones for me. So on the, on the Reagan or G.W. and  
 22 we're in port, if I can get a phone, like in Brisbane  
 23 I'd get a phone because when we get stores out far  
 24 away or if the (inaudible) went down.  
 25 (b) (7)(C) : I'm sorry --

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1 C.W.O. WARE: So if I can get a phone, yes,  
 2 I can -- I, if I get a phone from S 1.  
 3 (b) (7)(C) What about a driver here in  
 4 Thailand, did you have a driver?  
 5 C.W.O. WARE: Yes.  
 6 (b) (7)(C) Okay.  
 7 C.W.O. WARE: Sometimes they would have  
 8 drivers take us from here to the hotel.  
 9 (b) (7)(C) The, I'm talking about a driver  
 10 specifically for you?  
 11 C.W.O. WARE: Yes, yeah.  
 12 (b) (7)(C) And that, that was also  
 13 provided by Peterson; is that correct?  
 14 C.W.O. WARE: Yes, sir.  
 15 (b) (7)(C) : Do you remember how many days  
 16 it was?  
 17 C.W.O. WARE: Well, no, just the days we  
 18 were there, when I would go out.  
 19 (b) (7)(C) This has 17 through 20, does  
 20 three, four days sound --  
 21 C.W.O. WARE: I worked two or three, four  
 22 days, then I'd go out to the hotel.  
 23 (b) (7)(C) : Do you remember what kind of  
 24 car it was in Thailand?  
 25 C.W.O. WARE: Oh, gosh, no, sir, I don't.



<p style="text-align: right;">53</p> <p>1 (b) (7)(C) Okay. Do you remember anything 2 about the driver? 3 C.W.O. WARE: No, sir. 4 (b) (7)(C) Okay. Did anybody else have 5 access to this Glenn Marine driver? 6 C.W.O. WARE: I would just call the driver 7 and they would -- if I need to get, go back to the 8 ship I'd call them up and they'd take me back to the 9 ship or pick me up from the ship and go to the hotel. 10 (b) (7)(C) Now how did that, how did that 11 work? I mean how was the negotiation for the driver? 12 Is that something you asked for in addition 13 to the hotel in the E-mail or did they just add that 14 in? How did that -- 15 C.W.O. WARE: Well I would just ask them, 16 I'd say hey, can you help, can you -- can I get a ride 17 to the hotel. He goes yeah, we'll have a guy pick you 18 up, just call us and we'll pick you up and take you to 19 the ship. 20 We had stores on the pier that next day, 21 hey, called him up, can you pick me up, take me back 22 to the pier. So it was pretty much pier to the hotel, 23 hotel to the pier, or when we had stores or the 24 reception. 25 And then in Thailand we lost all of our</p>	<p style="text-align: right;">55</p> <p>1 C.W.O. WARE: No, sir. 2 (b) (7)(C) All right. 3 C.W.O. WARE: I, I would ask him, hey, what 4 do I, you know, what do I owe for this room; he goes 5 no, don't worry about it, we got you guys. 6 (b) (7)(C) Petersdn's from Singapore; is 7 that correct? 8 C.W.O. WARE: I'm not sure. I thought he 9 was Filipino, but -- 10 (b) (7)(C) Well, okay. 11 C.W.O. WARE: -- I think. I'm not sure. 12 (b) (7)(C) Okay, so then the next stop you 13 guys in August went to Manila. 14 C.W.O. WARE: Uh-huh. 15 (b) (7)(C) Which is at -- you know, I 16 think it's kind of a circuit, we kind of go to the 17 same places over and over again. 18 C.W.O. WARE: Yes, sir. 19 (b) (7)(C) So what about Manila, did 20 Peterson get you a hotel in Manila? 21 C.W.O. WARE: I would, I would have to say 22 yes, but God, I cannot remember that far back. But 23 I'm pretty sure he did, I just can't remember that far 24 back. 25 (b) (7)(C) So you get a pretty big order</p>
<p style="text-align: right;">54</p> <p>1 reefers, they all went down in Thailand, so I had to 2 come back for an emergency when all of our freezers 3 broke on the ship and we had to put food on the pier. 4 And I had to come back to the ship so I called, hey, 5 Neil, I just got a call, can I get somebody to pick me 6 up, take me back to the ship. 7 (b) (7)(C) Right, but it wasn't just that 8 one emergency, it was -- 9 C.W.O. WARE: No, no, no, no, no. 10 (b) (7)(C) -- it was -- okay. 11 C.W.O. WARE: I'm saying that's how I 12 usually, yes, yes. You know, you would pull in on the 13 pier and you'd have all the cars and then there's one 14 that said supply, so that's the one I would see -- he 15 goes if you see a car that says supply, you know, just 16 talk to them and you're good to go. So that's kind of 17 how I would get around. 18 (b) (7)(C) So my understanding is the 19 hotel in Thailand was about 590 to 600 dollars; is 20 that -- 21 C.W.O. WARE: Oh, I'm not sure. 22 (b) (7)(C) Don't know? 23 C.W.O. WARE: No, sir. 24 (b) (7)(C) Okay. So they never asked you 25 to reimburse that or anything like that?</p>	<p style="text-align: right;">56</p> <p>1 in Thailand; do you remember that? You were, do you 2 remember anything about that order, I think you 3 remembered the number of billets -- number of pallets 4 when you first got there? 5 C.W.O. WARE: Oh, Thailand is the one where 6 we lost all of our freezers and food on the pier. 7 (b) (7)(C) So you had to replenish all 8 that? 9 C.W.O. WARE: Yeah, it died on the pier, I 10 remember that was a big issue for us -- 11 (b) (7)(C) So it was -- 12 C.W.O. WARE: -- out going to an iron chef 13 competition, got called back, took the food off the 14 pier -- off the ship to the pier, lost food on the 15 ship and then we lost the food on the pier -- I'm 16 sorry, the reefers went down at sea as we were coming 17 in and for the last six days of sea we had no freezer, 18 so the food started to thaw out. We came back, we 19 threw away a lot of food. Had to serve -- then we got 20 the Conex boxes from Glenn Marine or whoever gave us 21 the Conex boxes to put what we had on the pier. Then 22 that Conex box I think went down also, so we had to 23 re-stock everything back up to get back to sea once we 24 got the freezer fixed. 25 (b) (7)(C) Do you have an idea how many</p>

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<p>1 pallets that was going to be or what kind of 2 dollars -- 3 C.W.O. WARE: No, I don't really know how to 4 associate it with dollars. I'm not even -- 5 (b) (7)(C) What about pallets, you got any 6 idea how many pallets -- 7 C.W.O. WARE: I'd have to probably say 60, 8 maybe. 9 We can't hold a lot of food like on the, on 10 the G.W. and the Reagan, but, God, I'd say 50, 11 60 pallets to replenish when the freezer went down. 12 That was our big, big event. 13 (b) (7)(C) Now this particular iron chef, 14 did Glenn Marine pay for this one? 15 C.W.O. WARE: With, for -- 16 (b) (7)(C) For your, I know you competed 17 in the iron chefs. You, you were talking, you said 18 yeah, I had an iron chef competition. 19 C.W.O. WARE: Uh-huh. 20 (b) (7)(C) Did they pay for you to go to 21 this iron chef? 22 C.W.O. WARE: No, the command did. It was a 23 command function for the ship. 24 (b) (7)(C) Okay. 25 C.W.O. WARE: We made a video and a movie</p>	<p>1 didn't stay the night. 2 Oh, the sailors didn't stay the night and 3 the Officers -- the, we took some Officers -- or some 4 crew there to be the audience during the filming, they 5 didn't stay in a hotel. 6 (b) (7)(C) Okay. 7 C.W.O. WARE: They went -- that was a one 8 day trip. 9 (b) (7)(C) Well other than you, in 10 Thailand, did Glenn Marine get hotel rooms? 11 C.W.O. WARE: No, it was just those, yeah. 12 (b) (7)(C) Okay. 13 C.W.O. WARE: Because all the contestants 14 were, they went back the same day, if I remember 15 correctly. 16 (b) (7)(C) So 50 or 60 pallets, the 17 dollar, the dollar amount I've got is 186,000 dollars; 18 does that sound accurate based on pallets or -- 19 C.W.O. WARE: I mean I'm not exactly sure. 20 (b) (7)(C) That, that, I mean I realize 21 you, you're calculating by -- 22 C.W.O. WARE: I mean it seemed like it 23 was -- 24 (b) (7)(C) -- a pallet number, not by -- 25 C.W.O. WARE: I mean it's in our FSM when we</p>
58	60
<p>1 there with the ship's crew and they came, they came on 2 board the ship to film the movie and then I took the 3 junior sailors and then we did the competition in 4 Bangkok. 5 (b) (7)(C) How did you guys do? 6 C.W.O. WARE: Well my guys didn't win, but I 7 was, it was fun. I was a judge and it was kind of -- 8 it was a great experience. 9 (b) (7)(C) Okay. So the place you guys 10 stayed in Thailand, was it a villa? 11 C.W.O. WARE: I don't think so. I think it 12 was a hotel, if I remember correctly. 13 (b) (7)(C) Hotel? 14 C.W.O. WARE: I'm not exactly, I don't 15 remember exactly. 16 (b) (7)(C) And did you have any friends 17 with you there? 18 C.W.O. WARE: Those were just the 19 contestants, but they had their -- okay, I'm trying to 20 think how their rooms were paid. I think the command 21 paid for the young sailors' rooms. I can't 22 remember -- the command paid for their, all their 23 stuff for the junior sailors, I think there was, God, 24 I can't remember how many there was, because we also 25 had an audience that went there, too, but the audience</p>	<p>1 get the receipt, but I didn't like, you know, I don't 2 know the receipt. I just, I don't remember what the 3 receipt was back then. 4 (b) (7)(C) Okay. Do you have any 5 questions about any -- 6 (b) (7)(C) No. 7 (b) (7)(C) Okay, so, so in Manila in 8 August, you guys, did you reach out to Peterson for a 9 hotel room in Manila? Did he reach out to you? How 10 did that work? 11 C.W.O. WARE: Usually he reached out to me, 12 do you need a room while you're here. Of course I 13 said yeah, sure, and then he said well we have cars on 14 the pier, look for supply and if you need your 15 transportation, they'll take you to and from your 16 hotel. And that was, that was about it. The 17 transactions for food was all done on -- you know, 18 during the, via the FSM system, so there was no, we 19 don't, we don't request food from Glenn Marine, it 20 comes through the receipt system that goes to their -- 21 from our catalog to get the food to replenish the 22 ship. 23 (b) (7)(C) So when you're in Manila at 24 this point, we're talking August of 2010, and you're 25 out on liberty, do you remember anything about your</p>

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1 liberty there? Are we talking the same three guys?  
 2 C.W.O. WARE: Oh, yeah, I always -- it was  
 3 my buddies, we would, we would leave the ship, I'd go  
 4 to my room, I'd stay in my room, they'd stay in their  
 5 room. Then at night -- and go out and they'd drink or  
 6 we'd go dance and then come back to the room and then  
 7 go back to the ship. Nothing, we were kind of older  
 8 back then, too.  
 9 (End Audio file 1. Begin Audio file 2)  
 10 (b) (7)(C) Do you remember anything about  
 11 the hotel in Manila that Glenn Marine got for you?  
 12 C.W.O. WARE: No, I mean nothing out of the  
 13 ordinary.  
 14 (b) (7)(C) I've got Intercontinental, does  
 15 that sound right or wrong or --  
 16 C.W.O. WARE: I would hate to say it's  
 17 wrong. I'm not sure, sir.  
 18 (b) (7)(C) You just don't remember,  
 19 don't --  
 20 C.W.O. WARE: No, (b) (7)(C)  
 21 -- remember.  
 22 C.W.O. WARE: -- it was so long -- yeah, it  
 23 was so long ago. I apologize.  
 24 (b) (7)(C) All you know is all you know.  
 25 So, in Manila, at this point Glenn Marine

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1 got you a hotel, did they give anyone else a hotel  
 2 that you know of?  
 3 C.W.O. WARE: Not that I know of. I don't  
 4 know, I don't know.  
 5 (b) (7)(C) And I think I understood you to  
 6 say this but I want to make sure I'm clear, Gunther,  
 7 Derips and Silver are not staying at wherever you  
 8 stayed?  
 9 C.W.O. WARE: No, no, they would have their  
 10 room ahead of time.  
 11 (b) (7)(C) They did not have a hotel room  
 12 paid for by Glenn Marine?  
 13 C.W.O. WARE: They never --  
 14 (b) (7)(C) They got their own rooms?  
 15 C.W.O. WARE: Yeah, and they never met the  
 16 guy I don't think, so.  
 17 (b) (7)(C) They never met, even met  
 18 Peterson?  
 19 C.W.O. WARE: I don't think so.  
 20 (b) (7)(C) Okay.  
 21 C.W.O. WARE: No. Just white notice doing  
 22 food -- may, probably in the port brief.  
 23 (b) (7)(C) Right.  
 24 C.W.O. WARE: Giving out cell phones and all  
 25 that stuff.

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1 (b) (7)(C) But they didn't socialize with  
 2 Peterson off the ship?  
 3 C.W.O. WARE: No, no, no.  
 4 (b) (7)(C) Do you remember anything in  
 5 particular you guys did while you were in Manila?  
 6 C.W.O. WARE: No, sir, just basic.  
 7 (b) (7)(C) So dance, I think you said  
 8 dancing and restaurants?  
 9 C.W.O. WARE: Bars, restaurants.  
 10 (b) (7)(C) They, they drank some.  
 11 C.W.O. WARE: You know, Wi-Fi with family, I  
 12 mean that's.  
 13 (b) (7)(C) Okay. Then you guys, it looks  
 14 like that was kind of it and it picked back up in the  
 15 Spring for the Spring patrol of 2011. Looks like  
 16 first out of the gate is going to be Sepanggar, which  
 17 is K.K. --  
 18 C.W.O. WARE: Uh-huh.  
 19 (b) (7)(C) Kota Kinabalu, right, does that  
 20 sound accurate or no?  
 21 C.W.O. WARE: Yes, sir.  
 22 (b) (7)(C) Okay. So at this point it is  
 23 now 2011. You guys are in K.K. and how did that visit  
 24 go in relation to Peterson?  
 25 Do you remember a conversation that you had

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1 with, about hotels with him?  
 2 C.W.O. WARE: Oh, gosh, I'd have to -- I'd  
 3 have to jog my memory and -- God, I'm trying to think  
 4 how I communicated with the guy.  
 5 It, it was pretty much the same, we just put  
 6 an order in for store to get your, get whatever food  
 7 you can get because there's no RASes have come in, do  
 8 the port brief, get our phone. If we needed  
 9 transportation it was on the pier and then he would  
 10 help get the room and that was pretty much the same  
 11 for the ports.  
 12 (b) (7)(C) Okay.  
 13 C.W.O. WARE: No, no.  
 14 (b) (7)(C) Well I'm talking about securing  
 15 the hotel room because there's a, you got an E-mail,  
 16 re, re, re, what's up, Neil. Hope you can take care  
 17 of me. Someone to show me around, cell phone, nice  
 18 hotel with Internet. Plan on putting in an order  
 19 soon, will put an order in soon. Who's my point of  
 20 contact in Sepanggar. Hope you can take care of me.  
 21 C.W.O. WARE: Yes, sir.  
 22 (b) (7)(C) You guys talk about food and  
 23 then he tells you you're going to be taken care of in  
 24 K.K.; does that sound accurate?  
 25 C.W.O. WARE: Yeah, that's how it kind of

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<p style="text-align: right;">65</p> <p>1 worked out. And, you know, it was, you know, and I'm 2 not here to defend myself to you, but it would be like 3 take care of me, get me -- I want a -- especially when 4 I was first new there, like hey, help me out, find me, 5 because the only guy I've met in that area, hey, help 6 me find a room, good location. 7 Now when he paid for the first room, I mean 8 I ain't going to lie, I was kind of shocked that, you 9 know, at that time I, I didn't feel bribery was, of 10 course I didn't feel that was a bribery at that time. 11 And so -- 12 (b) (7)(C) And I'm sure he probably didn't 13 pitch it to you as that. 14 C.W.O. WARE: No, he didn't. He said hey, 15 man, I'll get you -- we got you -- the first time I 16 ever went there I said hey, Max gave me your 17 information, you're my new vendor, I'm coming into 18 India, my first port, can you help me find a room, 19 I've never been here before. 20 So he sent me the information so I'm getting 21 ready to pay with my credit card, he comes to the ship 22 when we first get there and meets me and says hey, no, 23 I got you, I got the room covered. I said okay, well 24 we'll get a taxi with my friends -- no, no, look for 25 supply and.</p>	<p style="text-align: right;">67</p> <p>1 C.W.O. WARE: Right, right. No; and I did. 2 (b) (7)(C) -- you know. 3 C.W.O. WARE: You're -- yes, sir, as I, as 4 it went along, I'm just saying the initial 2010 5 greeting to the ship and how it kind of worked 6 overseas in this AOR and, you know, I think I might 7 have got sucked in a little bit and got used to it 8 and, you know, never thought, never thought the 9 implications that it would affect my, my demeanor as 10 an Officer in dealing with my food. And I would, like 11 I would -- I wouldn't -- you know, it looks like I 12 would order food from him to get rooms and that would 13 never be me, that was -- 14 (b) (7)(C) Right, but you understand the 15 ethical situation here -- 16 C.W.O. WARE: Yes. 17 (b) (7)(C) -- and -- 18 C.W.O. WARE: No. 19 (b) (7)(C) -- and it's your job to 20 purchase the food and make sure the food's on the 21 ship -- 22 C.W.O. WARE: Yes, sir. 23 (b) (7)(C) -- and get everything squared 24 away, these are the guys that are ultimately going to 25 financially benefit.</p>
<p style="text-align: right;">66</p> <p>1 So I mean it made me feel like that was kind 2 of, you know, here's Max handing me this how things 3 went and I know I can't as I, being here for 30 years 4 now and a 48-year-old man, I can't say at this moment 5 that makes sense. 6 (b) (7)(C) Right, I mean you understand -- 7 C.W.O. WARE: After -- 8 (b) (7)(C) -- the ethical issue. 9 C.W.O. WARE: At that, at that time, you 10 know, I'm not ordering extra -- you know, in my mind 11 there's no 10 vendors and I'm going to pick him to get 12 a room; there's only one vendor, it's the only guy I 13 know that's dealing with me. So when I say get a 14 room, I never thought he was going to pay for the 15 room, and he says no, don't worry about it, we got you 16 covered. I said oh, you know, I didn't know -- okay. 17 I said well we're going to get a taxi. No, don't 18 worry about it, we got drivers here in the front, you 19 know, and it was, you know, it just seemed like that 20 was just a norm for each port, you know. 21 (b) (7)(C) Right, but this is the third 22 hotel. 23 C.W.O. WARE: Right. 24 (b) (7)(C) And you're contacting him and 25 asking for it --</p>	<p style="text-align: right;">68</p> <p>1 C.W.O. WARE: Yes, sir, I see that. 2 (b) (7)(C) And they're turning around and 3 putting money into taking care of you. 4 C.W.O. WARE: Yeah, it's some -- yeah, I 5 definitely, I mean I see it and when the cases all 6 broke four, five years ago and I was like man, this 7 guy's -- how could they let that happen, then, you 8 know, because I didn't, in my mind I just didn't feel 9 that was, all these charges these people had, I'm like 10 well, gosh, those guys are stupid. 11 And here I am six days before my retirement 12 ceremony, you know, thinking my career might be over 13 and I just, it's just -- you know, I would never -- 14 you know, I don't, I don't, I mean you guys don't know 15 me personally, but I mean I'm, I can't see how people 16 would -- I'm like, you know, ya'll would use the Navy 17 to get a hotel room, I mean I just, I see it now, but 18 I don't, I just, it was very hard to know that I think 19 I might have lost everything, my career might be over 20 and it's, I don't, I don't have mischief, I didn't 21 have intent, I didn't have hey, man, hook me -- I was 22 just hey, you know. 23 And I, I looked at it now and I was still an 24 Officer and I was 30 some years old so I should have 25 made that a better call, but like I said, I was in the</p>

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1 O-club today, practicing old glory, I mean I got my  
 2 pack outs done and I just feel like I think I'm going  
 3 to lose everything. I'm very distraught.  
 4 (b) (7)(C) Well I do want to tell you this  
 5 is fraud, okay, they don't send people to life in  
 6 prison for fraud, typically, right. So at some point  
 7 in time, and I don't know whether it's going to be  
 8 next week or five years from now or whatever because I  
 9 don't make that decision, at some point in time this  
 10 is all going to be in the rearview mirror, so I think,  
 11 you know, as your former shipmate I want you to focus  
 12 on big picture here, all right.  
 13 So I realize you just got a lot of stress in  
 14 a transitioning period of your life, right, but  
 15 there's going to be life after this investigation,  
 16 okay. We don't know what's going to happen.  
 17 In the meantime, there's going to be a point  
 18 in time where you move on with your life and enjoy  
 19 your time with your wife and your kids, all right.  
 20 So I don't want you to get overwhelmed,  
 21 okay.  
 22 C.W.O. WARE: You think I can tell my wife  
 23 that I'm not -- (inaudible) don't know I'm okay, my  
 24 wife's Japanese, so she's, but she's very --  
 25 (b) (7)(C) Well I'm telling you, they're

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1 not going to put you in front of a firing squad.  
 2 C.W.O. WARE: Yeah, I tried --  
 3 (b) (7)(C) Okay. I mean I don't know  
 4 what's going to happen to you, but I think we can rule  
 5 that out --  
 6 C.W.O. WARE: Yes, sir.  
 7 (b) (7)(C) -- you know what I'm saying? I  
 8 mean --  
 9 C.W.O. WARE: No; I do.  
 10 (b) (7)(C) -- we don't control whether or  
 11 not you'll be charged. I'm going to make sure they  
 12 understand that you are providing information, you  
 13 know. We'll have to verify it, obviously, that's what  
 14 we do.  
 15 C.W.O. WARE: Uh-huh.  
 16 (b) (7)(C): But, you know, they may have  
 17 follow-up questions for you, but I don't want you, you  
 18 know, some people, they get so overwhelmed by the  
 19 investigation --  
 20 C.W.O. WARE: Yeah, I feel like.  
 21 (b) (7)(C) -- they feel like their life is  
 22 over.  
 23 C.W.O. WARE: I feel like I'm going to pass  
 24 out right now, so, I mean.  
 25 (b) (7)(C) Well that's, that's what I want

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1 to avoid.  
 2 C.W.O. WARE: I've got high blood pressure.  
 3 (b) (7)(C) Okay, because, you know --  
 4 C.W.O. WARE: I just feel my hearing -- you  
 5 know, (inaudible).  
 6 (b) (7)(C) I -- you know.  
 7 C.W.O. WARE: This is kind of stuff that's  
 8 going on or whatever, I mean I'm in the food court,  
 9 just got done working out and the SUPPO said SAO, I  
 10 said oh. My heart sank and the first thing I thought,  
 11 Glenn Marine. I just felt like oh, man, they're going  
 12 to ask me questions, so.  
 13 (b) (7)(C) Well there's probably a point,  
 14 you know, when this story first broke you probably  
 15 thought --  
 16 C.W.O. WARE: Well I really didn't because I  
 17 didn't feel --  
 18 (b) (7)(C) Well, you know --  
 19 C.W.O. WARE: -- because I didn't feel like,  
 20 because when I saw the charges of prostitutions and,  
 21 and buying video cameras and selling money and I was  
 22 like, I was telling my friend look at these nuts, and  
 23 putting money in their accounts and never thought  
 24 nothing, until I was at the food court today and I was  
 25 like well they're going to question me about it, so I

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1 guess it was going to come.  
 2 And they said you need an escort and I broke  
 3 down in tears. And I called my wife and I said oh,  
 4 I'm in trouble, something happened. And I didn't, I  
 5 didn't even relate this to that, I, I thought it was a  
 6 sexual assault case at first, I thought maybe  
 7 someone --  
 8 (b) (7)(C) Well, no, there's no allegation  
 9 of a sexual allegation.  
 10 C.W.O. WARE: No, I mean like on the ship,  
 11 no, on the ship, because I never really put that into  
 12 mischief and crime, what, at that time.  
 13 I didn't think it was crime, you know. I'm  
 14 just this guy, I'm this new guy and I, you know, and  
 15 I'm -- so when, at this moment, you know, I have a  
 16 ceremony and I have, you know, and it's just, it's  
 17 going to all go away and I've got to face my family  
 18 and face my peers and then you see the Facebook  
 19 headline, Commander fired for -- you know, like, and I  
 20 would look at that and say these guys are just stupid  
 21 and I'm sitting here just like them trying to defend  
 22 myself.  
 23 (b) (7)(C) Well I can tell you we're not  
 24 holding a press conference on this --  
 25 C.W.O. WARE: Yeah, I know, sir.



1 (b) (7)(C) -- when this interview's over  
 2 and I don't, I don't even, you know --  
 3 C.W.O. WARE: I know, sir.  
 4 (b) (7)(C) -- I don't, we don't -- you,  
 5 you saw me on that ship, I kept to myself --  
 6 C.W.O. WARE: Yes, sir.  
 7 (b) (7)(C) : -- you know, I don't chitchat  
 8 with other people --  
 9 C.W.O. WARE: No, sir.  
 10 (b) (7)(C) -- about business.  
 11 C.W.O. WARE: Yes, sir.  
 12 (b) (7)(C) So what you say in here --  
 13 C.W.O. WARE: Yes, sir.  
 14 (b) (7)(C) : -- is going to be reported up  
 15 the chain of command --  
 16 C.W.O. WARE: Yes, sir.  
 17 (b) (7)(C) -- but I'm not going to gossip  
 18 about it with anyone --  
 19 C.W.O. WARE: Yeah, well I understand.  
 20 (b) (7)(C) -- so.  
 21 C.W.O. WARE: Can I ask a couple questions  
 22 maybe off the line or --  
 23 (b) (7)(C) Yeah, yeah. Well there is no  
 24 off the line. You're, you're free to ask a question,  
 25 yeah, yeah, yeah.

1 C.W.O. WARE: I mean not off the line, when  
 2 I have to go to -- when I, could I get kicked out of  
 3 Japan and go to America and go to jail and --  
 4 (b) (7)(C) That is a possibility.  
 5 We, like I said at the beginning, we don't,  
 6 we don't make that decision.  
 7 (b) (7)(C) : We don't want you to jump  
 8 ahead of yourself, okay, but I'm also, you know,  
 9 there's no, no, no way to sugarcoat this turd, right.  
 10 C.W.O. WARE: Yes, sir.  
 11 (b) (7)(C) : We're at that point now,  
 12 right.  
 13 So I don't know what the outcome is going to  
 14 be --  
 15 C.W.O. WARE: I know, sir.  
 16 (b) (7)(C) But I also don't want you to  
 17 think that we're giving you the impression that  
 18 nothing's going to happen --  
 19 C.W.O. WARE: Oh, I understand.  
 20 (b) (7)(C) -- because we don't know one  
 21 way or another.  
 22 C.W.O. WARE: I know, sir.  
 23 (b) (7)(C) Okay. You're not the first  
 24 person --  
 25 (b) (7)(C) Yeah, I think we've said that

1 about four or five times.  
 2 C.W.O. WARE: Yes, sir.  
 3 (b) (7)(C) You're not the first person  
 4 we interviewed here regarding this.  
 5 C.W.O. WARE: Oh, I know, yes, sir.  
 6 (b) (7)(C) This, this case is humongous,  
 7 right, it's the -- probably the biggest fraud case the  
 8 Navy or any, probably DoD has seen --  
 9 (b) (7)(C) Ever.  
 10 (b) (7)(C) : -- ever.  
 11 (b) (7)(C) Ever.  
 12 C.W.O. WARE: Right, I just can't believe  
 13 I'm attached to it --  
 14 (b) (7)(C) : But --  
 15 C.W.O. WARE: -- is what bothers me.  
 16 (b) (7)(C) -- not everyone that we've  
 17 interviewed has gotten into the level of trouble of  
 18 the stuff that you're reading on the news.  
 19 C.W.O. WARE: Yeah.  
 20 (b) (7)(C) Okay. Those, whatever, 20,  
 21 30 people that have been on the news, they're not even  
 22 remotely close to the amount of people we've  
 23 interviewed.  
 24 C.W.O. WARE: Right.  
 25 (b) (7)(C) We're probably close to 1,000

1 people interviewed.  
 2 C.W.O. WARE: Right, when they say --  
 3 (b) (7)(C) You know, so.  
 4 C.W.O. WARE: -- and they say Fat Leonard,  
 5 you know, and then I, I never met the guy, I don't  
 6 know the guy, so I never related myself to this  
 7 because I had never met him, don't know who he is, so  
 8 I would look at this case and tell my wife, God, these  
 9 guys, look at these guys, and then when I called her  
 10 and I had to have an escort, somebody walk you there,  
 11 I, I don't know, I either hurt somebody's feelings or  
 12 they're going to ask me about Glenn Marine because  
 13 that's the only thing that came to my mind because  
 14 I've never had anything negative in my career.  
 15 Now I wasn't thinking about hotels and  
 16 drivers, I was just thinking about they're going to  
 17 ask me, I guess it's my turn to talk about it after  
 18 all these years and they said no, you need an escort  
 19 and I just almost passed out, like oh, crap, I'm, I  
 20 did something.  
 21 Either I assaulted somebody or sexually  
 22 assaulted someone on the ship I don't know about or I  
 23 got it -- so I just, you know, I, I'm, I'm a pretty  
 24 cool guy and I've never really stressed or been in  
 25 trouble and I'm telling you, I never cried -- my wife



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1 said why are you crying, I said I don't -- what did  
 2 you do, I said I don't, I don't know, but I'm going to  
 3 NCIS, I'm smarter than that, so --  
 4 (b) (7)(C) Yeah, but --  
 5 C.W.O. WARE: I'll get, I'll get through it,  
 6 I just got a Japanese wife and like I'm, you know,  
 7 I've just got to get my mind right. And I'm not here  
 8 to lie or hide.  
 9 (b) (7)(C) And I appreciate that, but we  
 10 don't know what's going to happen.  
 11 C.W.O. WARE: Oh, I understand that.  
 12 (b) (7)(C) We can't tell you that X, Y,  
 13 Z's going to happen, if we did, we'd be lying to  
 14 you --  
 15 C.W.O. WARE: Oh, yes, sir, I understand.  
 16 (b) (7)(C) -- because we don't make that  
 17 decision.  
 18 C.W.O. WARE: I understand.  
 19 (b) (7)(C) But I do, as a human being, I  
 20 don't want you to despair, that's the only -- because  
 21 some people they get so intense that they do stupid  
 22 things that, you know, they would regret --  
 23 C.W.O. WARE: Yeah.  
 24 (b) (7)(C) -- and so this is --  
 25 C.W.O. WARE: Well I'm not going to go that

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1 military, a military member for such a long time.  
 2 right, because as a military person you're sort of,  
 3 you know, you're rewarded based on what you do at work  
 4 and it does define your career, but it doesn't define  
 5 you as a person.  
 6 Even assuming that this, nothing happens,  
 7 right, you're retired and here in a few years nobody's  
 8 going to remember who Warrant Officer Ware was.  
 9 C.W.O. WARE: Yeah, right.  
 10 (b) (7)(C) You know, because the  
 11 military's too big, it's too fluid, you know, so don't  
 12 let that define you, okay. We're all going to go move  
 13 on after our careers to do something else.  
 14 (b) (7)(C) Right, and 20, 20 years from  
 15 now they won't remember any of the three of us, if  
 16 we're ever in the United States area.  
 17 (b) (7)(C) Correct.  
 18 (b) (7)(C) You know what I mean, what I'm  
 19 saying.  
 20 C.W.O. WARE: So, I don't know, the bad  
 21 thing for me, I just got hired as, I'm a contractor  
 22 for SRF on the Reagan six days after my retirement  
 23 ceremony, so that's, you know, those are the things  
 24 that come flash because those are my SOFA status and  
 25 my daughter doesn't have command cit -- she's not a

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1 deep.  
 2 (b) (7)(C) Okay. Well I, that's, that's  
 3 what I want to hear.  
 4 C.W.O. WARE: Yes. No, I have a family and  
 5 I have a retirement ceremony in less than 10 days.  
 6 (b) (7)(C) This is, you know, this is  
 7 going to move forward and --  
 8 C.W.O. WARE: Yes, sir.  
 9 (b) (7)(C) -- whatever's going to happen  
 10 is going to happen and at some point it's going to be  
 11 in the rearview mirror.  
 12 C.W.O. WARE: Yes, sir.  
 13 (b) (7)(C) We don't know when that's going  
 14 to be, we don't know what good or bad things are going  
 15 to happen in the meantime, but this is not your  
 16 forever, this is your immediate future --  
 17 C.W.O. WARE: Yes, sir.  
 18 (b) (7)(C) -- you know, so.  
 19 (b) (7)(C) And plus, don't worry about,  
 20 you know, ultimately you are who you are, right, as a  
 21 person, based on how you deal with your family, right,  
 22 how you deal with your faith, if you have one, and how  
 23 you deal with your peers, right.  
 24 Don't let anything related to work define  
 25 you as a person. I know it's hard, you know, being a

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1 citizen, so I finally had everything in a row, and I  
 2 got SOFAs sponsorship to ship, approved with a guy on  
 3 base, got a job. I'm like man, I did it, and then in  
 4 this instance, like it's all gone, so I'm just kind  
 5 of --  
 6 (b) (7)(C) Well I am, I am sympathetic  
 7 that the timing of this investigation is particularly  
 8 difficult for you, sir, but, you know, here we are,  
 9 we've got to do it.  
 10 C.W.O. WARE: Yes, sir.  
 11 (b) (7)(C) You know, we're here because  
 12 you can't take hotel rooms from a husbanding agent --  
 13 C.W.O. WARE: Yes, sir.  
 14 (b) (7)(C) -- you know, it's pretty  
 15 basic --  
 16 C.W.O. WARE: Yes, sir.  
 17 (b) (7)(C) -- you know, so.  
 18 Okay. So did you have other questions you  
 19 wanted to address right now?  
 20 C.W.O. WARE: No, sir.  
 21 (b) (7)(C) Okay. So did you have anything  
 22 else you want to address before we get back to K.K.  
 23 2011 Spring patrol?  
 24 (b) (7)(C) No.  
 25 (b) (7)(C) Okay. So Spring patrol, you, I

20 (Pages 77 to 80)

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<p>81</p> <p>1 think we were talking about it before, you reached out 2 to Peterson, you got a hotel. 3 Again, do you remember anything about the 4 hotel? 5 C.W.O. WARE: No, sir (b) (7)(C) 6 (b) (7)(C) Okay. 7 C.W.O. WARE: No. 8 (b) (7)(C) So you, the questions are 9 essentially the same for every port. 10 C.W.O. WARE: It's all the same, yes, sir. 11 (b) (7)(C) So the liberty buddies are the 12 same three liberty buddies that you had before? 13 C.W.O. WARE: Yes, sir. 14 (b) (7)(C) So we're talking -- 15 C.W.O. WARE: Now sometimes I go by myself 16 because liberty, liberty buddy was not in force as 17 much back then, so I mean there was sometimes I would 18 just have to come back to the ship by myself to check 19 on the food or the crew. So we weren't together at 20 every minute of the day, but when I was out at night 21 alone, I would be with them. 22 But they weren't with me every minute of 23 every time that I went out -- 24 (b) (7)(C) So -- 25 C.W.O. WARE: -- but those are my only</p>	<p>83</p> <p>1 number. 2 (b) (7)(C): To use? 3 C.W.O. WARE: The phone number and they 4 would have, most of them have supply in the window and 5 I would call the cell phone, hey, I need to be picked 6 up from the hotel to go back to the ship and they 7 would pick us up and take us back to the ship and that 8 was for HODs, department heads, well C.O. had one 9 X.O., department heads, supply Officers had one. 10 (b) (7)(C): And still to this day when 11 you do port visits, is that, are those vans still out 12 there? 13 C.W.O. WARE: No, no, since the GMD scandal 14 started, the SUP -- all of those cars -- because there 15 was one for the supply Officers, but I wasn't -- it 16 was the real supply Officers like the Lieutenants and 17 J.G., they had a van and the HODs, the department 18 heads had locations and the C.O. and the X.O., so I 19 would be one supply and they'd give me the number, 20 hey, if you need a ride, call them, they'll pick you 21 up and they'll take you where you got to go, so. 22 (b) (7)(C) Okay. But was that number 23 only -- you were the only one that had access to that 24 driver or were there other people that -- 25 C.W.O. WARE: Well I, I think so. I don't</p>
<p>82</p> <p>1 liberty buddies, people I really hung out with and 2 trusted. 3 (b) (7)(C) So do you remember -- you said 4 you don't remember anything about the hotel in K.K., 5 right? 6 C.W.O. WARE: Nothing, no, nothing out of 7 the ordinary, that I can remember. 8 (b) (7)(C) Now this question is the same, 9 did Gunther, Derips or Silver, any of them in this 10 particular port, did they get anything from -- 11 C.W.O. WARE: No, sir -- 12 (b) (7)(C) -- GDMA? 13 C.W.O. WARE: -- (inaudible) no one else. 14 sir. 15 (b) (7)(C) So did you have a driver 16 assigned or at, on stand-by for you in K.K.? 17 C.W.O. WARE: Yes, always. 18 (b) (7)(C) Yeah. 19 C.W.O. WARE: If there was a -- you walk 20 out, supply guy -- 21 (b) (7)(C): Okay, let me clarify. 22 So was the driver assigned to you or was it 23 just the supply van that's there for any, any member 24 of the supply department? 25 C.W.O. WARE: Well we would have a phone</p>	<p>84</p> <p>1 know how they did it when I wasn't with the guy, when 2 they would drop me off, I'm not sure what they did 3 after that. 4 (b) (7)(C) You don't know who they were 5 picking up? 6 C.W.O. WARE: But I would -- but I would 7 have a guy, I would have a guy, hey, here's Joe, Joe 8 is 6897 and he's here to take you where you got to go. 9 When I was in my room most of the time, but Facetime, 10 whatever, I'm not sure what he did at that, after that 11 time. 12 (b) (7)(C) But after Glenn Marine, there 13 was never any other Joes, right? I mean like, for 14 example, like when we were in Busan, when we were 15 in -- 16 C.W.O. WARE: Well, no, we used to -- you 17 know, you used to always be able to get, when you're, 18 you know, supply would always have a way to get around 19 in any port, you know. 20 (b) (7)(C) Right. 21 C.W.O. WARE: You know, even in, even 22 without Glenn Marine. Whoever the vendor was, you 23 know, there would always be a supply van, but when 24 Glenn Marine came, they would give you, you know, a 25 driver's number and name vice a supply van and this</p>

21 (Pages 81 to 84)

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<p>85</p> <p>1 would be more like hey, this is John is your guy, 2 just -- 3 (b) (7)(C) Okay. 4 C.W.O. WARE: -- give him a call, he'll pick 5 you up, where you need to go. 6 (b) (7)(C) So instead of a pool car, you 7 had a driver on standby for you? 8 C.W.O. WARE: Well I would be able to call. 9 (b) (7)(C) Right. 10 C.W.O. WARE: I'm not sure if he stood by 11 and waited for me -- 12 (b) (7)(C) Okay. 13 C.W.O. WARE: -- but I would be 14 But available -- 15 C.W.O. WARE: Yeah. 16 (b) (7)(C) -- via phone call? 17 C.W.O. WARE: Yeah, he would be my guy to 18 drive and then Busan, maybe there would be a supply 19 van, it wouldn't be Glenn Marine that said hey, we, if 20 you guys need to ride around, we got you, here's your 21 van for supply office and we would use that to get 22 around. 23 (b) (7)(C) But you've got to share that 24 with all of their -- 25 C.W.O. WARE: Yes, yes.</p>	<p>87</p> <p>1 (b) (7)(C) Low? 2 C.W.O. WARE: I mean unless there's more 3 than one receipt. It just depends if it's frozen, 4 chill, or F, F and V and dry, but we, we could only 5 bring, we only had enough on that ship to go for the 6 14 days, so we would load up, go to sea, come back. 7 Or the Reagan we get a RAS at sea, so. 8 (b) (7)(C) So the next trip you guys went 9 to Singapore; does that sound right? 10 C.W.O. WARE: God, I don't even remember 11 going to Singapore. That, I mean if it is, yes, sir. 12 (b) (7)(C) No, I want you to tell me -- 13 C.W.O. WARE: I mean I -- 14 (b) (7)(C) -- you don't remember and 15 that's a perfectly legitimate answer. 16 C.W.O. WARE: No, I mean I know we did, I 17 just, when I think of Singapore I think the G.W., the 18 Reagan, I can't, Blue Ridge. 19 (b) (7)(C) Yeah, we're talking about the 20 Blue Ridge at this point. 21 C.W.O. WARE: But, yeah, I'm pretty sure, if 22 it's there, we went, I mean I'm not going to -- yeah. 23 (b) (7)(C) But you don't, it doesn't stand 24 out in your mind, you don't remember anything? 25 C.W.O. WARE: No, I mean not as much.</p>
<p>86</p> <p>1 (b) (7)(C) -- (inaudible)? 2 C.W.O. WARE: Yes, yes, yes. 3 (b) (7)(C) Outside of Glenn Marine. 4 C.W.O. WARE: Yes, yes. And Glenn Marine 5 would also have, yeah, they would, they would all be 6 lined up on the pier, you would see all the drivers 7 there, so that's why me, in my mind, I really, and I 8 see it now that a driver to the -- I definitely did 9 not see it as bribery or I didn't hide or sneak to the 10 car, I just felt like that was, you know, a service 11 offered, transportations. 12 (b) (7)(C) : So I've got, do you remember 13 how many pallets you guys had in K.K. (inaudible)? 14 C.W.O. WARE: No, sir. It would have to be 15 around the same because we can only hold so much food. 16 (b) (7)(C) Okay. 17 C.W.O. WARE: And it was always the same 18 time we'd go to sea for about a week and I kind of, I 19 want to say 25 to 30 pallets, but I just, I truly 20 don't remember. 21 (b) (7)(C) I've got, let's see, I've got a 22 voucher for 21,000 in provisions, signed by you; does 23 that sound accurate? 24 C.W.O. WARE: That kind of seems a little 25 bit, it kind of seems low.</p>	<p>88</p> <p>1 (b) (7)(C) : What about Hong Kong? 2 C.W.O. WARE: Hong Kong, yeah, we went to 3 Hong Kong every year. 4 (b) (7)(C) : But do you, do you remember, 5 specifically remember 2011? I mean I know you've been 6 to a lot of ports. 7 C.W.O. WARE: I don't remember dealing with 8 that guy in, in Hong Kong. Hong Kong we're anchored. 9 I -- 10 (b) (7)(C) : So you, is it fair to say if I 11 understand you correctly you do not remember a GDMA -- 12 C.W.O. WARE: No, no. 13 (b) (7)(C) : -- or Peterson? 14 C.W.O. WARE: No, I mean I had to, I had to, 15 if they're our prime vendor. I don't know if they're 16 our prime vendor for Hong Kong. I don't remember who 17 the prime vendor was, unless it says that they're a 18 prime vendor. 19 (b) (7)(C) : I'm asking you, so if you don't 20 remember, you don't remember. 21 C.W.O. WARE: Singapore and Hong Kong, I, 22 because they weren't the prime vendor for every port. 23 (b) (7)(C) : Right. 24 C.W.O. WARE: It was only certain ports. 25 (b) (7)(C) : I know they were -- you guys go</p>

22 (Pages 85 to 88)

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<p>89</p> <p>1 to Manila next and I know they were at Manila.  2 C.W.O. WARE: So Manila, Kota Kinabalu, K.K.  3 and the India -- Indonesia they're, they're the ones,  4 but they weren't for all of ours.  5 (b) (7)(C) Okay, so it's fair to say, I  6 think it's fair to say you don't, nothing stands out  7 in your mind about Hong Kong?  8 C.W.O. WARE: Or Singapore.  9 (b) (7)(C) Or Singapore?  10 C.W.O. WARE: As strong as it does for the  11 other --  12 (b) (7)(C) Right.  13 C.W.O. WARE: -- ports.  14 (b) (7)(C) Okay. Let's talk about Manila  15 then.  16 At this point we're, we're still in, we are,  17 Hong Kong is actually going to be the patrol in 2012,  18 so we're, we're in 2012 now.  19 It looks like Hong Kong was your first, you  20 guys first report for spring patrol --  21 C.W.O. WARE: Okay.  22 (b) (7)(C) -- in 2012 and then I've got in  23 the early Spring of 2012 you guys go to Manila, all  24 right.  25 So, I believe in Manila GDMA was --</p>	<p>91</p> <p>1 C.W.O. WARE: No.  2 (b) (7)(C) -- was it over --  3 C.W.O. WARE: It was more the, where the  4 strip where all the, the liberty -- where all the  5 liberty buses dropped everybody off, I'm just not sure  6 of the location.  7 (b) (7)(C) Okay. Now it's my  8 understanding that Glenn Marine paid for more than one  9 sailor to stay at this hotel.  10 What do you know about that?  11 C.W.O. WARE: With me?  12 Well, it would have to be the guy that I'm  13 with, but I cannot remember that. I don't think he's  14 ever gotten a room; it was just for myself. I'd have  15 to really think hard on that one, sir.  16 (b) (7)(C) Okay. Well --  17 C.W.O. WARE: I mean if it --  18 (b) (7)(C) I mean this is serious  19 business, right, so if you need to think about it,  20 think about it.  21 C.W.O. WARE: Okay, let me think about it.  22 (b) (7)(C) So, we can come back to it.  23 So, okay, hold on. So, we'll come back to  24 Manila, okay.  25 C.W.O. WARE: Yeah, I got it, yes, sir.</p>
<p>90</p> <p>1 C.W.O. WARE: Okay.  2 (b) (7)(C) -- your husbanding agent.  3 C.W.O. WARE: Okay.  4 (b) (7)(C) Does that sound correct?  5 C.W.O. WARE: It, if it would -- yes, sir.  6 (b) (7)(C) Okay, now I believe you also  7 have a hotel from GDMA in Manila on this particular  8 visit; does that sound correct or incorrect?  9 C.W.O. WARE: If it says it, yeah, if it --  10 I mean --  11 (b) (7)(C) Well I want you to --  12 C.W.O. WARE: Well I mean yeah, I would say  13 yes, I just can't remember exactly the name and all  14 that, but yes, sir.  15 (b) (7)(C) Do you remember anything about  16 the hotel in Manila?  17 C.W.O. WARE: You mean like what it looked  18 like?  19 (b) (7)(C) : Where it was, what it looked  20 like.  21 C.W.O. WARE: No, sir, it was just the main  22 area where all the hotels were at. I don't know the  23 main areas, what it's called.  24 (b) (7)(C) You're, is it near the mall of  25 Asia or --</p>	<p>92</p> <p>1 (b) (7)(C) So it's my understanding  2 there's more than one sailor there, I want you to  3 think about it and we're going to come back to it, all  4 right. Put a pen in that.  5 We're going to move on to, I believe you  6 guys went to Danang in that April, Vietnam.  7 C.W.O. WARE: Oh, yes, Vietnam.  8 (b) (7)(C) Yeah, Danang.  9 Now what do you remember about Vietnam?  10 C.W.O. WARE: I mean I don't remember much.  11 (b) (7)(C) No? Do you remember anything  12 about the hotel?  13 C.W.O. WARE: I would have to say it's the  14 same hotel and a driver to the hotel and a driver  15 back, but I remember Vietnam being very small and we  16 were -- no, we used a liberty bus a lot in Vietnam,  17 but I, God, I really, God, I cannot remember, I can't  18 even remember where I stayed. I just remember Vietnam  19 being a very small location. Glenn Marine was there,  20 too? The husbanding agent?  21 (b) (7)(C) So one of the things in the  22 conversations that have been intercepted regarding --  23 and I say intercepted, I mean it's been recovered as  24 evidence at Glenn Marine, is they said that everybody  25 on the Blue Ridge was on board with GDMA and is</p>

23 (Pages 89 to 92)

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<p>1 totally cool with marking up the value 80 to 2 100 percent, depending on the costs. 3 What do you know about that? 4 C.W.O. WARE: Now what's that? 5 (b) (7)(C) Glenn Marine, in their talking 6 to their -- 7 C.W.O. WARE: Oh. 8 (b) (7)(C) -- each other, right, in their 9 internal documents they're saying that it's totally 10 cool that everybody on the Blue Ridge is totally okay 11 with Glenn Marine and they're going to mark stuff up 12 to 80 to 100 percent; what do you know about that? 13 C.W.O. WARE: Never heard it. 14 We have a mark-up rate in our FSM of 0.6 15 percent that's controlled by our FSM receipt. 16 (b) (7)(C) Nothing triggers -- 17 C.W.O. WARE: I have no control over -- no, 18 our receipts are generated through our FSM system. I 19 have no way to change a percent in the FSM. 20 (b) (7)(C) Right, but you didn't, you 21 didn't see like a cupcake would cost 7 dollars or 22 anything like that? 23 C.W.O. WARE: No, I, I -- our receipt's 24 generated from our FSM, the prices are on his catalog 25 and whatever is on the catalog we order. I can't</p>	<p>1 (b) (7)(C) Well not, no -- 2 C.W.O. WARE: -- because I have never heard 3 of that. 4 (b) (7)(C) : No, no, we're not saying 5 that, that you had the capability of changing the 6 percentage, what we're saying is that they were 7 marking up the price on their end, right -- 8 C.W.O. WARE: Okay. 9 (b) (7)(C) -- and, and that no one on 10 the Navy side was saying hey, this price is absurdly 11 ridiculously high for this item. 12 C.W.O. WARE: Oh, I -- 13 (b) (7)(C) : Because everybody was on 14 board with allowing them to make extra money. 15 C.W.O. WARE: I don't know how they would -- 16 who would approve of jacking up prices? We are not 17 a -- authorized to do that. 18 We, you know, if their catalog is -- now 19 even going to Australia, strawberries is 15 dollars a 20 pound vice here it's 6 bucks, I would never look at 21 a -- no, I, I get a catalog, it's downloaded, we 22 order, that's it. 23 (b) (7)(C) : So nothing like, for example, 24 when I go to the 7/11 here and I go back to the 25 refrigeration section and I look at a beer, and</p>
94	96
<p>1 change percentage. Never happened. 2 (b) (7)(C) : Yeah, but in the catalog did 3 you see, for example, like he said, a cupcake mix 4 where we are trying to charge you 25 dollars for, you 5 know, a box of cupcake mix, the same? 6 C.W.O. WARE: Yes, sir. And their catalog 7 has to go through our TYCOM to get approved to go into 8 the FSM, but, no, I don't, I don't look at -- my, my, 9 I don't even order the food. 10 So my records keeper orders the food, so we 11 inventory downstairs, they put the order in. There's 12 no looking at receipts and price. No, I've never 13 heard of that, sir, never. 14 (b) (7)(C) : So if they were marking up, 15 you don't know how they would do that? Well if they 16 were -- 17 C.W.O. WARE: We don't have acc -- I don't 18 have access to do that. Now if that's something they 19 agreed with the SUPPO or somebody else, but for me, 20 let's just say I'm ordering food, their catalog gets 21 sent to TYCOM, I get it. We download in FSM, we order 22 from their catalog and they deliver. That's it. I 23 don't have no way to change prices or make percents 24 higher, sir. I hope it's not anyone said I agree with 25 that --</p>	<p>1 Tokyo's one of the most expensive places on the 2 planet, right? 3 C.W.O. WARE: Yes, sir. 4 (b) (7)(C) So, and I know you don't drink, 5 but we'll just use a beer. 6 C.W.O. WARE: Right. 7 (b) (7)(C) In my particular hypothetical, 8 I look at a beer and it's 400 yen and I'm like man, 9 I'm an American, I'm not going to pay 400 -- 400 yen 10 which is essentially 4 dollars for a beer, that's 11 crazy, right. 12 C.W.O. WARE: Uh-huh. 13 (b) (7)(C) So that's what we're talking 14 about, you know, was, did you ever see anything where 15 you said to yourself that is absolutely egregious, 16 that is ridiculous, that should not cost that much. 17 C.W.O. WARE: No, sir. I never -- we never, 18 with, you know, one thousand line items on a catalog. 19 (b) (7)(C) : You're not even looking at 20 the price? 21 C.W.O. WARE: All we do is we order. We 22 can't, we don't have an option to ask for any other -- 23 whatever the prime vendor is, we can't order anything 24 else, so whatever that catalog has, if green beans is 25 80 dollars a can, we will order 15 cans of green</p>

24 (Pages 93 to 96)

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1 beans, we don't --  
2 (b) (7)(C) But you don't, you don't really  
3 break it down that way?

4 C.W.O. WARE: No, we don't have -- well I,  
5 I'm not smart enough, for one thing, second, our  
6 system doesn't let us do that and thirdly, we're just  
7 told by TYCOM you order from their catalog.

8 So I would never, and again, I'd use  
9 Australia as an example of that. I have no idea,  
10 their catalog is given to us and loaded through TYCOM  
11 and it's ordered via the FSM, so not, it's not a --

12 (b) (7)(C) What is, what is the FSM?

13 C.W.O. WARE: Food service management, it's  
14 like a computer-based program how we order our food.  
15 So catalogs are downloaded into the, they give us the  
16 catalog, it's downloaded into our system and we've got  
17 to type in every receipt we get to maintain my  
18 inventory.

19 We don't have access to change price,  
20 receipts or interest rate or anything like that. It's  
21 all generated and FSM takes a 4. cent -- 4.6 percent  
22 something something that's built in the system, but  
23 with vendors we don't deal with money, cost, nothing.

24 Whatever the catalog is is what we order.

25 (b) (7)(C) And, and there was no

99

1 to make money off you and I would say yeah, go ahead  
2 and do it.

3 I just, I don't, I don't see that, unless  
4 I'm just totally blanking out here and there's an  
5 E-mail that I, says jack up the prices, I'm good. I  
6 would never do that, I mean that's just, makes no  
7 sense to me.

8 Now if there's an E-mail that says Brian, I  
9 want to jack up the prices and I say okay, then shame  
10 on me.

11 (b) (7)(C) Well --

12 (b) (7)(C) Right, but you would know if  
13 you sent --

14 C.W.O. WARE: Well I sure don't remember.

15 (b) (7)(C) -- you know.

16 C.W.O. WARE: I mean I don't remember.

17 (b) (7)(C) I mean that's not --

18 (b) (7)(C) But there's also --

19 C.W.O. WARE: I'm not --

20 (b) (7)(C) -- something you write every  
21 day.

22 (b) (7)(C) There's also more tacit ways  
23 of doing things, right?

24 C.W.O. WARE: Right.

25 (b) (7)(C) Like noticing that the

98

1 questioning regarding those prices?

2 C.W.O. WARE: No, I mean I don't remember of  
3 any -- no, no, we don't -- no. Now we know we are not  
4 going to buy blueberries in Australia, we're not going  
5 to spend 16 dollars a pound, so we'll know what items  
6 that, if F, F and V is very high we will buy it, but  
7 we won't -- we'll look, you know, the catalog, we'll  
8 do the break-out of the menu and all of a sudden we  
9 see these high items, I'll tell the FSO, it's  
10 30 dollars a pallet for strawberries, do you want  
11 strawberries. X.O., do you need strawberries? No,  
12 sir, and we won't order it.

13 But I'm -- never manipulating orders or  
14 percents, no, I'm not, that's way above me.

15 (b) (7)(C) Right, but they're saying  
16 they're doing it on your end and you guys are okay  
17 with it.

18 C.W.O. WARE: I --

19 (b) (7)(C) They're not saying you're doing  
20 it.

21 C.W.O. WARE: Oh, I, I --

22 (b) (7)(C) Yeah.

23 C.W.O. WARE: Unless, you know, unless  
24 there's -- I would never -- I can't -- no, no one  
25 would tell me hey, we're going to jack your prices up

100

1 strawberries are 50 bucks a pound and ignoring the  
2 fact and still ordering --

3 C.W.O. WARE: Right.

4 (b) (7)(C) -- you know, 50 pounds of  
5 strawberries, you know what I'm saying?

6 C.W.O. WARE: Yeah, well.

7 (b) (7)(C) So there's other tacit ways  
8 of still doing it without flat out saying --

9 C.W.O. WARE: Right.

10 (b) (7)(C) -- you're good to do it, but  
11 it's basically playing along. You know, I know this  
12 price is ridiculous, I'm not going to raise the flag,  
13 I'm not going to tell the, you know, the command, hey,  
14 this price is absurdly high for this product, I don't  
15 want to buy it because the price is absurdly high and  
16 just saying well, fuck it, it ain't my money, that  
17 price is way too high, but I'm going to order it  
18 anyways.

19 C.W.O. WARE: Yeah, we, well I -- we have a  
20 little bit of say and I do let the chain of command  
21 know, hey, C.O. wants blueberries and again, sir,  
22 they're 35 bucks a pound, I'm not going to order it,  
23 so I do have a little say but usually it's only F, F  
24 and V, if it's really, really high, you know, they're  
25 going to tell me, hey, sir, you know, but to go line

25 (Pages 97 to 100)

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1 by line and see the price, it's Red Sea, we've got  
2 three days, we need food and it's on the menu, this  
3 has to be on the menu and we order it from the  
4 catalog, and in every country, and even today the same  
5 way.

6 (b) (7)(C) Okay.

7 C.W.O. WARE: And I, unless, you know, I, I,  
8 whatever the catalog is, I get it.

9 (b) (7)(C) So sometimes the price is  
10 insignificant, if it's an item that you need, you're  
11 going to order it anyways?

12 C.W.O. WARE: If I have to have it on a  
13 menu, I have to get it. And I, I just use Australia  
14 because it's very expensive, so no matter what price  
15 it is, if it's on my menu, I've got to have it,  
16 especially chicken breasts in Australia.

17 So being in the other ports with Glenn  
18 Marine, I never once questioned their catalog, we  
19 just -- we'd put in an order, if something was way  
20 up -- it's usually F, F and V because it expires very  
21 quickly and if it's 30, 30 dollars a pound and it's  
22 going to expire in four days and we have ten days, so  
23 I would make that call maybe on F, F and V, but we  
24 never went line by line and thought this chicken is  
25 too much, sir, I just -- we just order what we needed

102

1 to replenish our ship to get to the next port.

2 (b) (7)(C): So Glenn Marine, you know, they  
3 have got different units spread out, okay, and I  
4 wanted to focus on your point of contact in Vietnam.

5 Do you remember who your point of contact in  
6 Vietnam was?

7 C.W.O. WARE: No, sir.

8 (b) (7)(C) Was it Peterson?

9 C.W.O. WARE: Well that's the only person's  
10 name I know at Glenn Marine, that I can think of.  
11 There might be another -- oh, there probably, there  
12 was probably other guys that were at different ports.

13 (b) (7)(C) What about a female in Vietnam,  
14 did you have a conversation with a female?

15 C.W.O. WARE: There was other vendors, I  
16 just can't remember their names. So I guess if he  
17 wasn't there, bey, this person is your point of  
18 contact for food for this country, but I, I wouldn't  
19 remember their name. I remember having their business  
20 cards, but I wouldn't remember the name at all off the  
21 top of my head.

22 (b) (7)(C) What about Yn, Y-N. I believe  
23 when you were in Vietnam you asked her for a nice  
24 hotel for the days in port, a driver and a cell phone.

25 C.W.O. WARE: Yeah, it was always the same,

103

1 you know, same thing, yes, sir.

2 (b) (7)(C) But you, the name Yn doesn't  
3 ring a bell?

4 C.W.O. WARE: I mean I -- no, I mean not --  
5 right at my mind, Yn, but I know there was, if there  
6 was a vendor or whoever our food guy was in that port  
7 is who I would deal with, so.

8 (b) (7)(C) Did you, do you remember a food  
9 girl at all?

10 C.W.O. WARE: Oh, I remember there was many  
11 Glenn Marine people, many, males and females.

12 (b) (7)(C) You, but you don't remember her  
13 name, you don't remember --

14 C.W.O. WARE: I don't remember exactly --  
15 (b) (7)(C) -- anything about this?

16 C.W.O. WARE: -- her name off the top of my  
17 mind, but they were on our ship all the time.

18 They did everything, so they had to do all  
19 of our receptions, cell phones, food services, port  
20 services, you know, so I saw them every day on the  
21 pier and I would deal with different ones. If it's  
22 laundry, but I can't remember exactly her name.

23 (b) (7)(C) So you don't remember the  
24 girl's name in Vietnam but you do remember driver,  
25 hotel, phone?

104

1 C.W.O. WARE: Yes, sir.

2 (b) (7)(C): Okay. Do you remember anything  
3 about the hotel in Vietnam? I think you said it  
4 was --

5 C.W.O. WARE: I mean it was, I don't  
6 remember anything.

7 (b) (7)(C): Well you said Vietnam was  
8 smaller than --

9 C.W.O. WARE: It's a very small location.

10 (b) (7)(C) But do you remember anything  
11 about the hotel?

12 C.W.O. WARE: No, I just remember just a  
13 horseshoe and, in the area, I mean it's very, it's a  
14 very small location place. I really can't remember  
15 back that --

16 (b) (7)(C) What about liberty in Vietnam,  
17 at this point, you know, it's April in 2012, are you  
18 with the same guys or --

19 C.W.O. WARE: Vietnam --

20 (b) (7)(C) -- out.

21 C.W.O. WARE: -- yeah, but more, this was a  
22 more, if I remember right, Cambodia, Vietnam, Hong  
23 Kong, those places, most of the time I was in my room,  
24 you know, WI-FI'ing or talking with my family, mostly,  
25 and more of the Kota Kinabalu and Kuala Lumpur and the

26 (Pages 101 to 104)

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1 Manila, Thailand was more in the room and then at  
 2 nighttime would be nighttime with the fellows because  
 3 it's more of a party atmosphere I would say.  
 4 But Vietnam and those other places, kind of  
 5 very low key, very, you know, most times in my room or  
 6 on the ship.  
 7 (b) (7)(C) So do you remember going out at  
 8 all in Vietnam --  
 9 C.W.O. WARE: Yeah, oh, yeah,  
 10 (b) (7)(C) -- or no?  
 11 C.W.O. WARE: Always went, we always had to  
 12 go out to eat, we always had to go out.  
 13 (b) (7)(C) Were you with the same three  
 14 guys or?  
 15 C.W.O. WARE: Always, I mean I would pretty  
 16 much, I mean we would meet up with sailors and  
 17 Officers and friends, but those are most of my pretty  
 18 good buddies when I was on the ship, for the whole  
 19 time I was there.  
 20 (b) (7)(C) So it's fair to say that  
 21 Gunther, Derips and Silver were with you on liberty in  
 22 Vietnam as well?  
 23 C.W.O. WARE: Well I can't remember if they  
 24 were all three with me each time I went, but those  
 25 were the only three guys I hung out with.

106

1 (b) (7)(C) Okay.  
 2 C.W.O. WARE: I didn't hang out with nobody  
 3 else.  
 4 (b) (7)(C) In this particular time in  
 5 Vietnam, do you remember them being at the same hotel  
 6 with you or no?  
 7 C.W.O. WARE: No, I, I really don't. I  
 8 really don't.  
 9 (b) (7)(C) Now any of the hotels that  
 10 we've talked about so far, was there ever a point in  
 11 time where GDMA presented you a bill or took money  
 12 from you or anything like that?  
 13 C.W.O. WARE: No, sir.  
 14 (b) (7)(C) Okay, fair enough.  
 15 It looks here like you guys got a, do you  
 16 remember what the pallet load was in Danang, in  
 17 Vietnam?  
 18 C.W.O. WARE: No, sir, I really don't.  
 19 (b) (7)(C) I've got 7,800.  
 20 C.W.O. WARE: Okay, that's very small.  
 21 (b) (7)(C) YD: Small?  
 22 C.W.O. WARE: That's a small load.  
 23 (b) (7)(C) Small load.  
 24 C.W.O. WARE: That's probably F, F and V and  
 25 the milk.

107

1 (b) (7)(C) What's F, F and V?  
 2 C.W.O. WARE: Oh, fruits and vegetables, I'm  
 3 sorry.  
 4 (b) (7)(C) Fruits.  
 5 C.W.O. WARE: I mean I'm guessing, I mean  
 6 that's --  
 7 (b) (7)(C) No, no.  
 8 C.W.O. WARE: -- that's a low, that's a very  
 9 low order.  
 10 (b) (7)(C) Milk, okay.  
 11 So next you're going to Sihanoukville  
 12 Cambodia, does that, does that ring a bell?  
 13 C.W.O. WARE: Uh-huh.  
 14 (b) (7)(C) Okay. And does GDMA, Glenn  
 15 Marine, do they give you a driver and a hotel room in  
 16 Cambodia as well?  
 17 C.W.O. WARE: Yes, if I needed a driver,  
 18 Cambodia was a little bit, if I remember it's another  
 19 small place, so there wasn't much to do in -- Vietnam  
 20 and Cambodia there was not much to do there at all,  
 21 unless you just drank.  
 22 So most of the time I was in my room or back  
 23 at the ship. It was not a, a shopping place like  
 24 other places, so I remember on those I had been in my  
 25 room a lot on those two small ports.

108

1 (b) (7)(C) Do you remember anything about  
 2 the hotel in Cambodia, which hotel it was?  
 3 C.W.O. WARE: No, no, sir. The name? No,  
 4 sir.  
 5 (b) (7)(C) Or where it was located or  
 6 anything?  
 7 C.W.O. WARE: I remember -- oh, gosh,  
 8 Cambodia. I just remember there's a circle drive and  
 9 it's up on a hill somewhere. I really can't remember  
 10 the location. I would go on the pier, call the  
 11 driver, he'd take me to my hotel, stay in my room and  
 12 then at night call him, come back to the ship.  
 13 (b) (7)(C) Do you know what the driver's  
 14 name was, do you remember?  
 15 C.W.O. WARE: Oh, no, sir.  
 16 (b) (7)(C) Okay. It looks like GDMA got  
 17 you a late check out at the hotel, does that sound  
 18 right?  
 19 C.W.O. WARE: I don't know.  
 20 (b) (7)(C) Don't know, don't remember.  
 21 C.W.O. WARE: Late check-out. Golly, I mean  
 22 if it says they did, I --  
 23 (b) (7)(C) I don't want you to worry  
 24 about, I want you to remember what you remember --  
 25 C.W.O. WARE: Yeah, I mean I --

27 (Pages 105 to 108)

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1 (b) (7)(C) -- because I'm trying to prompt  
 2 your memory. If you don't remember --  
 3 C.W.O. WARE: Yeah.  
 4 (b) (7)(C) -- don't just --  
 5 C.W.O. WARE: Well I mean if I check, I'd  
 6 have to -- maybe I checked out at 12 and I (inaudible)  
 7 at 9 maybe.  
 8 (b) (7)(C) But I know like sometimes I'm  
 9 running late or I remember last time we were in Busan,  
 10 heck, you know, I had to check out at noon and I was  
 11 sitting around for like four or five hours in the  
 12 lobby checking the Wi-Fi.  
 13 C.W.O. WARE: Yes, sir.  
 14 (b) (7)(C) Because I don't want to get  
 15 back on the damn ship because I was going to be on the  
 16 ship for, you know, two more months.  
 17 C.W.O. WARE: Yes, sir.  
 18 (b) (7)(C) So I can, that stands out in my  
 19 mind because I'm just sitting on my butt kind of, you  
 20 know.  
 21 C.W.O. WARE: And in that -- I just can't  
 22 remember --  
 23 (b) (7)(C) So I was trying to figure out  
 24 if you --  
 25 C.W.O. WARE: I do have a very bad memory,

111

1 (b) (7)(C) -- I don't recall exactly,  
 2 but wild guess here.  
 3 (b) (7)(C) Like you did with your liberty  
 4 buddies, hey, I don't remember exact -- these are the  
 5 guys I went out with.  
 6 C.W.O. WARE: Yes, sir.  
 7 (b) (7)(C) Don't remember if they -- I  
 8 went out with them specifically in this port.  
 9 C.W.O. WARE: Yes, sir.  
 10 (b) (7)(C) If I did go out, I'm going to  
 11 tell you right now, it's three, these three guys,  
 12 because it's the same three guys I go out with --  
 13 C.W.O. WARE: Yes, sir.  
 14 (b) (7)(C) -- in every single port.  
 15 I get that, Roger, you know, aye aye, got  
 16 it, but what I don't want you to do is agree to  
 17 something just because you think that's what we want  
 18 to hear. All I want to hear is the truth.  
 19 C.W.O. WARE: Yes, sir.  
 20 (b) (7)(C) And if you don't remember,  
 21 that's what I want to hear, I don't remember.  
 22 C.W.O. WARE: Yes, sir.  
 23 (b) (7)(C) So, so it looks like you guys  
 24 moved on and went back to Thailand and this time it  
 25 looks like Glenn Marine got you a hotel at Pattaya

110

1 my wife gets me all the time about it, but I, I don't  
 2 remember, but if I stayed past the 9 maybe and I  
 3 didn't go back until 12, that might have been the  
 4 case.  
 5 (b) (7)(C): But you don't, you don't  
 6 remember that?  
 7 C.W.O. WARE: I really don't remember  
 8 individual cases at all. And I'm really being honest,  
 9 sir, I really --  
 10 (b) (7)(C) Well I, that's all, that's all  
 11 we can ask you.  
 12 C.W.O. WARE: Yes, sir.  
 13 (b) (7)(C) All right.  
 14 (b) (7)(C) And I'm sure Justin mentioned  
 15 this before, but still I want to point it out, saying  
 16 I don't remember is a legitimate answer. I'd rather  
 17 you tell us I don't remember than you take a wild  
 18 guess, okay.  
 19 Now if you are, if you are --  
 20 C.W.O. WARE: I'm trying not to guess  
 21 because I really --  
 22 (b) (7)(C) And if you are going to take  
 23 a guess, at least prompt, prompt it and say hey, you  
 24 know --  
 25 C.W.O. WARE: No.

112

1 Beach, does that sound right?  
 2 C.W.O. WARE: Pattaya --  
 3 (b) (7)(C) Pattaya.  
 4 C.W.O. WARE: -- Beach, I was --  
 5 (b) (7)(C) Yeah, Pattaya, yeah, sorry.  
 6 C.W.O. WARE: Yes, sir.  
 7 (b) (7)(C) Yeah, I'm showing my own  
 8 ignorance, Pattaya Beach.  
 9 So what do you remember about the hotel at  
 10 Pattaya Beach?  
 11 C.W.O. WARE: Nothing about the hotel  
 12 itself, what it looked like or location. It was  
 13 downtown with the other hotels.  
 14 (b) (7)(C) Was it a nice hotel?  
 15 C.W.O. WARE: Everything was a basic hotel,  
 16 they weren't --  
 17 (b) (7)(C) Basic?  
 18 C.W.O. WARE: Yeah, they weren't, they  
 19 weren't bad, like dirty.  
 20 (b) (7)(C) Well they were never a five  
 21 star hotel either?  
 22 C.W.O. WARE: I don't think they were a five  
 23 star, never a fancy, fancy, no.  
 24 (b) (7)(C) Do you remember anything  
 25 about --

28 (Pages 109 to 112)

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1 C.W.O. WARE: But I never know what the  
2 price was, I never --  
3 (b) (7)(C): You didn't know what, they  
4 didn't tell what they were?  
5 C.W.O. WARE: No. When the first time I  
6 went I gave them the money for it, he's like no, your  
7 money ain't good, so I gave them the money, but from  
8 then on I didn't -- he didn't tell me, said hey, I got  
9 you a room here and you're good. Here's a driver and,  
10 so.  
11 (b) (7)(C): So, in, in Pattaya, do you  
12 remember anything about liberty, do you --  
13 C.W.O. WARE: No, there was no iron chef  
14 that time, so all my liberty would be the same thing,  
15 first day come in, get trash off the ship, second day  
16 get stores. I'd have the third day and the fourth day  
17 and then I would just be in my room or at night with  
18 my friends and then we'd leave.  
19 So I, we would only have two days liberty of  
20 the four days, overnight, unless we didn't have stores  
21 or receptions.  
22 (b) (7)(C): Do you remember doing anything  
23 with your liberty buddies in Pattaya or?  
24 C.W.O. WARE: Well I'm pretty -- yeah, I'm  
25 pretty sure we went out to dinner and always ate

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1 together and when they started drinking I'd go back to  
2 my room. And liberty policy then was not like it is  
3 now, so I would be alone most of the time in my room.  
4 That was my way of staying out of trouble and then I'm  
5 here today, but that, yeah, just wasn't really a  
6 drinking, a drinking guy.  
7 (b) (7)(C): Well it does keep you out of  
8 trouble --  
9 C.W.O. WARE: Yes, sir.  
10 (b) (7)(C) -- for the most part. Okay.  
11 So it looks like you guys -- okay, so you  
12 guys go to Jakarta, right, Indonesia; does that ring a  
13 bell?  
14 C.W.O. WARE: Yes, sir.  
15 (b) (7)(C) Something happened in Jakarta,  
16 there were some issues; do you remember what they  
17 were?  
18 C.W.O. WARE: Jakarta, no, no, sir. The  
19 only issue I remember is Thailand, losing the  
20 freezers.  
21 Jakarta; no, sir.  
22 (b) (7)(C) Do you remember getting a phone  
23 call from Peterson, there was transportation problems?  
24 C.W.O. WARE: No.  
25 (b) (7)(C) Do you remember Peterson asking

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1 you to put in a good word for him, kind of smooth it  
2 over?  
3 C.W.O. WARE: About, about transportation?  
4 (b) (7)(C) Doesn't ring a bell? Issues in  
5 Jakarta?  
6 C.W.O. WARE: No, sir. An issue with the  
7 food?  
8 (b) (7)(C) My understanding is it's  
9 transportation problems, but the nature of the problem  
10 itself is very vague, as I have it here.  
11 My understanding is there was an issue in  
12 Jakarta, people were unhappy. People were unhappy  
13 with GDMA, Glenn Marine, right and that Peterson asked  
14 you to put in a good word for him.  
15 C.W.O. WARE: Oh, as a vendor, to, to who?  
16 (b) (7)(C) To the ship, to the powers that  
17 be.  
18 C.W.O. WARE: Well I mean I would always, I  
19 mean I had nothing negative with Neil ever, so I would  
20 never say nothing bad about the guy -- no, no. Now  
21 that I look back, but at the time --  
22 (b) (7)(C): Right, but I, I mean like  
23 there's a difference between like hey, I like Agent  
24 Tirado, right, he's a good guy, and then Agent Tirado  
25 calling me and saying hey, Boyd, you know me, you know

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1 I'm a good guy -- tell everybody I am a good guy, right --  
2 C.W.O. WARE: Right.  
3 (b) (7)(C) -- right, there's a difference  
4 there.  
5 C.W.O. WARE: Right.  
6 (b) (7)(C) So what I'm asking very  
7 specifically is --  
8 C.W.O. WARE: Golly, I've got to remember.  
9 (b) (7)(C) -- was did you get a phone call  
10 from Neil about issues in port in Jakarta and Neil  
11 asking you to put in a good word for him or however he  
12 phrased it, hey, smooth it over, remind everybody how  
13 awesome we are? I don't know what his exact words  
14 were.  
15 C.W.O. WARE: I mean I wouldn't -- if he had  
16 asked me to put in a good recommendation to him to my  
17 SUPPO, I'd say yeah, he's, our food's here, it's never  
18 late, it's always on time. I mean I -- nothing -- I  
19 wouldn't do anything like illegally to, or if some, if  
20 he asked me hey, we had issues in, you know, put in a  
21 good word -- the only good, I don't know who I'd give  
22 a good word to, I was only the FSO.  
23 (b) (7)(C) Right.  
24 C.W.O. WARE: So I would be able to tell the  
25 SUPPO, hey, I mean I truly don't remember --

29 (Pages 113 to 116)

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1 (b) (7)(C) But do you --  
 2 C.W.O. WARE: -- that conversation, but I  
 3 would say --  
 4 (b) (7)(C) Well it's basically a two-part  
 5 question, do you remember any issues in Jakarta?  
 6 C.W.O. WARE: I don't remember any issues in  
 7 Jakarta.  
 8 (b) (7)(C) Okay. Do you remember Neil  
 9 calling you while --  
 10 C.W.O. WARE: Well I have a feeling he did,  
 11 so there's probably proof of that, but I just, in my  
 12 mind I don't remember a conversation, but if he asked  
 13 me to say hey, tell the guys I'm doing good, I'm going  
 14 to say yeah, he's been good for us, and I'd do that  
 15 for all the vendors, but not in -- but I don't know  
 16 the issues in Jakarta, I don't know. Unless it was  
 17 food driven, I wouldn't even know about any issues in  
 18 Jakarta. I don't remember it, I mean talking to him  
 19 on the phone, I -- that's a pretty specific moment.  
 20 (b) (7)(C) Yeah, it is a very specific  
 21 allegation.  
 22 C.W.O. WARE: It is a very specific moment  
 23 that I --  
 24 (b) (7)(C) I mean it's very specific.  
 25 C.W.O. WARE: I'm trying to picture him on

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1 the phone but, you know, if he said put a good word in  
 2 for him and I mean he didn't do anything wrong for me  
 3 as my food vendor.  
 4 (b) (7)(C) I think his phrase that he used  
 5 was to spread the word around; does that ring a bell?  
 6 C.W.O. WARE: God, it really doesn't, but, I  
 7 mean I would have nothing bad to say about the  
 8 company.  
 9 (b) (7)(C) And transportation problems  
 10 during port visits to Jakarta were not the fault of  
 11 Glenn Marine.  
 12 C.W.O. WARE: No, I don't know -- I don't, I  
 13 wouldn't deal with transportation, so I wouldn't know  
 14 about it on the ship.  
 15 But if, if he had an issue on the ship, I  
 16 mean if he made a mistake somewhere in another  
 17 department and he asked me to say hey, tell your boss  
 18 I do good -- I mean yeah, oh, yeah, he does great for  
 19 me. He's a food vendor, food's on time, food's good,  
 20 he's reliable, he's always here, you know.  
 21 But I just can't remember on the phone  
 22 telling him or him telling me that verbatim, but I  
 23 would -- I mean if that, and at that point in time I  
 24 would have nothing negative to say about the guy.  
 25 Transportation didn't affect me or my food.

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1 (b) (7)(C) Did you get a hotel from Glenn  
 2 Marine in Jakarta?  
 3 C.W.O. WARE: God.  
 4 (b) (7)(C) Or do you know?  
 5 C.W.O. WARE: Jakarta, I'm pretty sure I  
 6 did. I mean I can't remember exactly the location.  
 7 (b) (7)(C) You don't remember anything  
 8 about it. What about liberty, do you --  
 9 C.W.O. WARE: Jakarta was a hard one.  
 10 (b) (7)(C) What does hard, what's hard  
 11 mean?  
 12 C.W.O. WARE: That they had everything on  
 13 the pier in Jakarta, so I guess it's really bad out in  
 14 town or it's very far, far away or something and the  
 15 traffic.  
 16 (b) (7)(C) Okay, so it's a tough port?  
 17 C.W.O. WARE: Yeah, tough port, yeah, so  
 18 everything on the pier, McDonald's and food.  
 19 (b) (7)(C) Muraled the pier type scenario.  
 20 C.W.O. WARE: Yeah, but you could go out in  
 21 town but it's, the location, the traffic and all that,  
 22 so I remember going out but I can't remember -- I just  
 23 know that was a very hard place because of traffic.  
 24 That's probably why the transportation was  
 25 bad, because traffic to get in was miles and miles and

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1 miles long, so that probably is where that came from,  
 2 I'm guessing.  
 3 But, yeah, that was not a, a very good port  
 4 for us or any sailor.  
 5 (b) (7)(C) : Do you remember going out with  
 6 your shipmates or did you go out by yourself?  
 7 C.W.O. WARE: No, I wouldn't -- I would  
 8 never go by myself. I don't think you could in  
 9 Jakarta, by the way, it was a mandatory I think  
 10 because of downtown. I remember going downtown to a  
 11 club or something far, far away, like an hour, hour  
 12 and a half away and I remember coming back and being  
 13 stuck in traffic for an -- hours to get back on the  
 14 base and that's my main memory of Jakarta. Bad.  
 15 Bad. Matter of fact, it was so bad we got out of the  
 16 taxi -- or out of the car and we had to walk --  
 17 (b) (7)(C) Who's we?  
 18 C.W.O. WARE: My friends, and I don't want  
 19 to say all three of them, but it's either Derips,  
 20 Lane -- or I'm sorry, Silver, Gunther -- mostly  
 21 Gunther and Derips were my main two buddies, Silver  
 22 was once in awhile, but we had to get out of the taxi  
 23 I think or the car and we had to walk because the  
 24 traffic was so bad and liberty expired and we had to  
 25 walk and there was just trucks upon trucks upon trucks

30 (Pages 117 to 120)

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1 upon trucks, I just remember miles.  
 2 And so we got out of the car, I remember,  
 3 and walked back to the base. That's the biggest thing  
 4 I remember about Indonesia. And it was, yeah, it was  
 5 a beer on the pier type port.  
 6 (b) (7)(C) So you guys go next to  
 7 Singapore; does that sound right?  
 8 C.W.O. WARE: Yeah. I don't know why every  
 9 time you say Singapore for the Blue Ridge I just draw  
 10 a blank, but, yes, sir.  
 11 (b) (7)(C) Do you, you don't remember it?  
 12 C.W.O. WARE: Well I know we did, I just, I  
 13 just --  
 14 (b) (7)(C) You don't know?  
 15 C.W.O. WARE: My mind is G.W. and Reagan,  
 16 I've got to get my mind, I just don't --  
 17 (b) (7)(C) So --  
 18 C.W.O. WARE: But yeah, I'm sure we went,  
 19 sir.  
 20 (b) (7)(C) Well, I mean if you don't  
 21 remember, you don't remember, but this particular time  
 22 I believe you got a hotel from Glenn Marine and they  
 23 put you up, it looks like they put you up at the Park  
 24 Hotel for two nights.  
 25 C.W.O. WARE: Okay.

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1 (b) (7)(C) Does that --  
 2 C.W.O. WARE: Well, I mean that would, two  
 3 nights, we were only there two night port, so I guess,  
 4 sir.  
 5 (b) (7)(C) Do you remember or are you  
 6 just --  
 7 C.W.O. WARE: I don't know, maybe -- I don't  
 8 know well I know we got a hotel.  
 9 (b) (7)(C) Yeah.  
 10 C.W.O. WARE: I just don't remember the  
 11 exact name and if it was whatever days we were in  
 12 port, that's when I would get the room, so.  
 13 (b) (7)(C) And that's also another hotel  
 14 paid for by Glenn Marine --  
 15 C.W.O. WARE: Yes, sir.  
 16 (b) (7)(C) -- correct?  
 17 Now, you know, all the ports we've talked to  
 18 so far, it's my understanding what you're telling me  
 19 is you, and I know we had a question mark when we were  
 20 talking about --  
 21 C.W.O. WARE: Manila.  
 22 (b) (7)(C) -- Manila, right.  
 23 C.W.O. WARE: Yes, sir.  
 24 (b) (7)(C) Because that's, I mean you said  
 25 you needed to think about that.

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1 C.W.O. WARE: Yeah, I just, if, if it wasn't  
 2 a Glenn Marine contract port, I got my own hotel. I  
 3 would order my hotel online or he would, then I came  
 4 in port and he said no, I got you, so that's how it  
 5 kind of started out.  
 6 But most of the ports, you know, I would  
 7 have the hotel and then some transportation back and  
 8 forth, yes, sir.  
 9 (b) (7)(C) But you don't remember, you  
 10 don't remember other sailors --  
 11 C.W.O. WARE: See, I don't remember, I  
 12 really don't remember that and if he got rooms for my  
 13 other two friends, I, I just, I don't remember that,  
 14 but I don't want to say no because --  
 15 (b) (7)(C) What about Singapore, do you  
 16 remember anybody else in Singapore other than you?  
 17 C.W.O. WARE: Oh, it was always my same,  
 18 same friends.  
 19 (b) (7)(C) But they, but in Singapore, to  
 20 your knowledge, did they have a room paid for?  
 21 C.W.O. WARE: I don't remember them getting  
 22 rooms paid for.  
 23 (b) (7)(C) Okay.  
 24 C.W.O. WARE: I really don't, but.  
 25 (b) (7)(C) Okay. So then it looks like

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1 you guys at this point, Singapore is going to be 2012,  
 2 right, so we've gone all the way to 2012.  
 3 In May of 2012, it looks like you had a  
 4 hotel in Pattaya and Bangkok; does that ring a bell?  
 5 C.W.O. WARE: Yes, sir, Bangkok.  
 6 (b) (7)(C) So what is, why did you have a  
 7 hotel --  
 8 C.W.O. WARE: Oh, Bangkok was the --  
 9 (b) (7)(C) Was this the iron chef?  
 10 C.W.O. WARE: -- Iron chef.  
 11 (b) (7)(C) Oh, okay, okay, right. Okay.  
 12 So the hotel in Pattaya is for, is near the port?  
 13 C.W.O. WARE: Yes, sir.  
 14 (b) (7)(C) And the hotel in Bangkok is  
 15 near the iron chef competition?  
 16 C.W.O. WARE: Yes, sir.  
 17 (b) (7)(C) Okay. So we're in 2012. We're  
 18 back in Thailand. We have one hotel in Pattaya and do  
 19 you remember anything about the Pattaya hotel?  
 20 C.W.O. WARE: No, sir, just a regular hotel,  
 21 sir.  
 22 (b) (7)(C) And did you have a driver here  
 23 as well?  
 24 C.W.O. WARE: To get -- yes, to get to the  
 25 hotel and ship, yes, sir.

31 (Pages 121 to 124)

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1 (b) (7)(C) Okay. And tell me about the  
2 iron chef, how did that, how did that work out?  
3 C.W.O. WARE: Well that was the one, so we  
4 had the ship go, so the ship sent, I had three C.S.es  
5 or four C.S.es in the compet -- or I had one C.S. in  
6 the competition, he had two sous chefs and then the  
7 ship brought about 15 to 20 people in a duty van to be  
8 the audience because it was filmed on live TV.  
9 So they drove up, we did the show and then  
10 they all came back that same day. I stayed the night  
11 in Bangkok and came back the -- I think I came back  
12 the next day.  
13 (b) (7)(C) Okay. So Glenn Marine got you  
14 a hotel in Pattaya and one in Bangkok?  
15 C.W.O. WARE: Yes, sir.  
16 (b) (7)(C) Now was there a point in time  
17 where you agreed to give a shout-out to Glenn Marine  
18 on the iron chef?  
19 C.W.O. WARE: On, I, I didn't speak on iron  
20 chef. I was a judge, but I didn't --  
21 (b) (7)(C) Did anyone give you --  
22 C.W.O. WARE: -- I didn't -- God.  
23 (b) (7)(C) -- you know, wear like a Glenn  
24 Marine T-shirt or something?  
25 C.W.O. WARE: No, I was in a black chef coat

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1 and got the photo, I got a photo of my black chef  
2 coat, so I was in my chef coat with, I met -- the  
3 Captain was there, too. The Captain, matter of fact,  
4 the Captain came up and my ASUPPO.  
5 (b) (7)(C) Which, which Captain?  
6 C.W.O. WARE: I've got his, this image in my  
7 mind. I would have to look back, sir.  
8 (b) (7)(C) What about the ASUPPO  
9 (inaudible)?  
10 C.W.O. WARE: I've got his picture, I can, I  
11 can get those -- I'd have to get those names.  
12 (b) (7)(C) Okay, well you've got my card.  
13 C.W.O. WARE: Yeah.  
14 (b) (7)(C) So that's something I'm  
15 interested in.  
16 C.W.O. WARE: Yeah, we were all, we were  
17 all --  
18 (End Audio file 2. Begin Audio file 3)  
19 (b) (7)(C) So if you think about it, you  
20 find his business card or whatever --  
21 C.W.O. WARE: Yes, sir.  
22 (b) (7)(C) -- let me know.  
23 So you're there, you're doing the iron chef.  
24 You didn't give a shout out-to Glenn Marine --  
25 C.W.O. WARE: Not, I mean not --

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1 (b) (7)(C) -- or Peterson or anything?  
2 C.W.O. WARE: Not that I remember. We were,  
3 we didn't get -- I was, we were judges, so we weren't  
4 in the competition. The C.S.es were cooking, we were  
5 on the stage, on the panel and we were there to judge  
6 and sample the food, but I don't remember wearing a  
7 Glenn Marine shirt, no. I had on --  
8 (b) (7)(C) BOYD: I'm using that as an example.  
9 C.W.O. WARE: Oh, yeah, yeah, yeah, I mean I  
10 don't --  
11 (b) (7)(C) : The allegation is that you had  
12 some kind of agreement with Peterson that you would  
13 give like a shout-out, that you would like  
14 basically --  
15 C.W.O. WARE: To who?  
16 (b) (7)(C) : -- promote on the show?  
17 C.W.O. WARE: Okay.  
18 (b) (7)(C) -- on iron chef show, you would  
19 promote Glenn Marine?  
20 C.W.O. WARE: Yeah, it's not even in  
21 English, so that doesn't make no sense at all.  
22 (b) (7)(C) Well let me ask you this,  
23 because this is, this is a very important question,  
24 and I want you to think about this question before you  
25 answer, and I want you to think hard, the allegation,

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1 this particular allegation is that you and Peterson  
2 had an arrangement that you would pass a CD Rom to,  
3 and forgive me if I'm not saying this name correctly,  
4 Wisidagama.  
5 So the question is, did you give a CD Rom to  
6 anybody and --  
7 C.W.O. WARE: What would, you know, the CD  
8 is of music?  
9 (b) (7)(C) I don't know, I'm asking you.  
10 C.W.O. WARE: That makes -- I, I, I do not  
11 have no clue what you just said.  
12 (b) (7)(C) You don't remember --  
13 C.W.O. WARE: Sounds --  
14 (b) (7)(C) -- passing a CD Rom to anyone,  
15 or agreeing to do so?  
16 C.W.O. WARE: I, makes no sense to me, sir,  
17 no --  
18 (b) (7)(C) : It sounds a little weird to me,  
19 too --  
20 C.W.O. WARE: Makes --  
21 (b) (7)(C) -- and that's kind of --  
22 C.W.O. WARE: I have no recollection --  
23 doesn't make no sense to me. I'm not sure what the CD  
24 would be of. Food or. This was, this was a Thailand  
25 event spoken in Thai and we were just the audience and

32 (Pages 125 to 128)

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1 judges.  
 2 (b) (7)(C) : Did you agree --  
 3 C.W.O. WARE: And we --  
 4 (b) (7)(C) : Did you agree to meet anyone on  
 5 behalf of Glenn Marine?  
 6 C.W.O. WARE: No, this wasn't a Glenn  
 7 Marine, this was a -- this was not a Glenn Marine.  
 8 (b) (7)(C) : Right, right, but they've got  
 9 guys every where, you know, they've got guys in ports  
 10 everywhere, you know.  
 11 C.W.O. WARE: Right. This was a totally --  
 12 (b) (7)(C) : He may have been a friend of a  
 13 friend, I'm not, you know.  
 14 C.W.O. WARE: No, this was a Blue Ridge,  
 15 100 percent Blue Ridge event. They film on our ship,  
 16 the Captain was there, and my sailors were there. I'm  
 17 in my chef coat. This was a Blue Ridge 100 percent  
 18 event. There was no Glenn Marine there, nobody was  
 19 wearing -- everybody had to be in their uniform, their  
 20 dress uniform.  
 21 (b) (7)(C) : So you don't remember giving a  
 22 CD to anyone?  
 23 C.W.O. WARE: No, no, sir.  
 24 (b) (7)(C) : Do you remember anything about  
 25 a CD at all?

1 C.W.O. WARE: No, sir, not at all, sir. I  
 2 feel like they're really come -- someone's coming  
 3 after me pretty, pretty deep I feel, sir. I'm very  
 4 confused.  
 5 (b) (7)(C) : Well I don't --  
 6 C.W.O. WARE: Some of these things you're  
 7 saying.  
 8 (b) (7)(C) : And all we're, we're trying to  
 9 sort it all out --  
 10 C.W.O. WARE: Yes, sir.  
 11 (b) (7)(C) : -- and that's why we're here.  
 12 C.W.O. WARE: I understand, sir.  
 13 (b) (7)(C) : And I appreciate you --  
 14 C.W.O. WARE: I understand, sir.  
 15 (b) (7)(C) : -- being honest and I  
 16 appreciate you, your patience with --  
 17 C.W.O. WARE: Yeah, somebody would think,  
 18 you know --  
 19 (b) (7)(C) : A lot of people are involved in  
 20 this, too.  
 21 C.W.O. WARE: Oh, I understand, sir.  
 22 (b) (7)(C) : So, and a lot of time has  
 23 passed, there's a lot of nautical miles and a lot of  
 24 ports --  
 25 C.W.O. WARE: Yes, sir.

1 (b) (7)(C) : -- you know, so.  
 2 So the Siam -- so it looks like while you  
 3 were in Thailand, you had a cell phone and a driver  
 4 from Glenn Marine, the Discovery Hotel; does that ring  
 5 a bell?  
 6 C.W.O. WARE: No, sir, it was just a hotel.  
 7 (b) (7)(C) : And you needed it a day earlier  
 8 so they had to get you a separate hotel at the Siam  
 9 Bayshore? Does that --  
 10 C.W.O. WARE: Probably came in early, a day  
 11 early, if I --  
 12 (b) (7)(C) : But you --  
 13 C.W.O. WARE: -- I mean --  
 14 (b) (7)(C) : -- you don't remember any of  
 15 that?  
 16 C.W.O. WARE: I don't want to say it didn't  
 17 happen, but I mean if that, if that's what they're  
 18 saying, we probably had to come in a day early to get  
 19 a room probably and the hotel had to change. I don't  
 20 remember exactly.  
 21 (b) (7)(C) : But it doesn't, it doesn't  
 22 stand out in your mind?  
 23 C.W.O. WARE: I mean it, it doesn't stand  
 24 out in my mind but if it happened, it makes sense if  
 25 we came in earlier.

1 (b) (7)(C) : Okay, now, during the course of  
 2 the rest of the year you guys go to, you go back to  
 3 Tokyo, Okata, Japan, Busan, South Korea, Pyeongtaek,  
 4 South Korea and then Jinhae, South Korea.  
 5 Do you remember Glenn Marine being involved  
 6 in any of those visits?  
 7 C.W.O. WARE: If, well if they were the  
 8 prime vendor, I would say yes, I, if they're not the  
 9 prime vendor, I would say no. They're not in Korea, I  
 10 know -- I'm pretty sure -- I don't think, I don't  
 11 think they're in Korea.  
 12 (b) (7)(C) : What about Japan?  
 13 C.W.O. WARE: No. Japan is, we have a local  
 14 prime vendor in Japan and I don't think they're in  
 15 Korea, either, if I'm correct.  
 16 (b) (7)(C) : It looks like when you guys  
 17 rolled out of Thailand you loaded up on provisions,  
 18 which is pretty, pretty normal.  
 19 Do you remember what the --  
 20 C.W.O. WARE: No.  
 21 (b) (7)(C) : -- what the pallet count was?  
 22 C.W.O. WARE: Well I would have to say the  
 23 average 30, 25 to 30 pallets would be our load  
 24 (inaudible) because --  
 25 (b) (7)(C) : I've got about 20,000 dollars;



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1 does that --  
 2 C.W.O. WARE: It looks like the 20 or  
 3 30 pallets that seem to be around 20,000, then when we  
 4 had the 7,000, it must have been nine to eight  
 5 pallets. So can't get a lot of food on the Blue  
 6 Ridge.  
 7 (b) (7)(C) Now in December of 2012, you  
 8 transferred?  
 9 C.W.O. WARE: Yeah, I go to the G.W.  
 10 (b) (7)(C) The G.W.  
 11 C.W.O. WARE: Matter of fact, yeah, the, one  
 12 day episode, was relieved and I went the next day and  
 13 I've never left.  
 14 (b) (7)(C) So at this point, so going back  
 15 to the CD, Alex Wisidagama is another Glenn Marine  
 16 executive.  
 17 At that point in time in Thailand, and I  
 18 realize, you know, we've mentioned some other Glenn  
 19 Marine persons and you said hey, man, I just, I just  
 20 remember Neil, he's my guy, that's the guy I remember.  
 21 This guy Alex, does that ring a bell at all?  
 22 I realize -- I got the no on the CD, Roger that.  
 23 C.W.O. WARE: Yes, sir.  
 24 (b) (7)(C) I hear what you're saying.  
 25 C.W.O. WARE: I mean I've met with many.

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1 (b) (7)(C) But this guy Alex, do you --  
 2 C.W.O. WARE: I really don't -- I don't  
 3 think I even know the Alex or I don't think there was  
 4 any communication, unless he was a, unless he was a  
 5 vendor in a port where he was in charge of a certain  
 6 port that Neil wasn't at. Each port had its own POIC  
 7 that dealt with our food and trash, so I could have  
 8 maybe dealt with him or her, I just don't remember  
 9 their names. Neil is the only name that really pops.  
 10 (b) (7)(C) So you're on the G.W., you guys  
 11 go to Brisbane, am I saying that right, Brisbane,  
 12 Brisbane?  
 13 C.W.O. WARE: Yeah, uh-huh.  
 14 (b) (7)(C) Okay. So you get a hotel in  
 15 Brisbane, correct, from Glenn Marine?  
 16 C.W.O. WARE: No.  
 17 (b) (7)(C) No?  
 18 C.W.O. WARE: Glenn Marine is not a vendor  
 19 in Brisbane.  
 20 (b) (7)(C) Peterson didn't arrange for you  
 21 to have a hotel in Brisbane and told you that he  
 22 couldn't get you transportation because he wanted to  
 23 keep you -- keep a low profile?  
 24 C.W.O. WARE: Brisbane?  
 25 (b) (7)(C) Brisbane, Australia, wherever

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1 you guys go in Australia.  
 2 C.W.O. WARE: Yeah, our prime vendor is  
 3 Peter Price.  
 4 (b) (7)(C) I've got a Prescott of Glenn  
 5 Marine, Australia. This is going to be July of 2013  
 6 at this point.  
 7 C.W.O. WARE: Yeah, I have --  
 8 (b) (7)(C) So we're talking in the Spring  
 9 patrol, 2013.  
 10 C.W.O. WARE: Yeah, Glenn Marine was not the  
 11 prime vendor for Australia. Peter Price is the vendor  
 12 for Australia.  
 13 (b) (7)(C) So you remember in 2013 Peter  
 14 Price?  
 15 C.W.O. WARE: Yeah, and that's our vendor,  
 16 it's called Darwin something Food People, Glenn Marine  
 17 only had the Asian countries.  
 18 (b) (7)(C) Well they do have an Australian  
 19 branch.  
 20 C.W.O. WARE: Okay. I didn't know that,  
 21 but, no, I don't.  
 22 (b) (7)(C) So you don't remember Peterson  
 23 getting you a hotel or Peterson or anyone involved  
 24 with Glenn Marine getting you a hotel in Brisbane?  
 25 C.W.O. WARE: I really don't. I really

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1 don't, because that is not our vendor.  
 2 (b) (7)(C) And you believe the vendor was?  
 3 C.W.O. WARE: I think it's -- well I don't  
 4 know the company name, but Peter Price. I think he's  
 5 lost the contract since then, but he was their only  
 6 vendor for Australia, there was only one vendor we  
 7 could choose for the catalog. I just remember that  
 8 name because he was the, we couldn't -- he was the  
 9 only vendor authorized. Whatever vendor is  
 10 authorized, we only get, we only get that catalog to  
 11 download in FSM from TYCOM, so if whatever the vendor  
 12 wins that contract for that area, that's what we use.  
 13 (b) (7)(C) Now you guys were planning on  
 14 going to Port Klang and then Leonard Francis got  
 15 arrested; does that ring a bell?  
 16 C.W.O. WARE: Who, Leonard Francis?  
 17 (b) (7)(C) (b) (7)(C): The --  
 18 C.W.O. WARE: Oh, Fat Leonard, yeah, I --  
 19 yeah, that's what I heard. I think we were going to  
 20 that port and it got canceled.  
 21 (b) (7)(C) Do you remember any  
 22 conversations you had with Glenn Marine about that  
 23 port?  
 24 C.W.O. WARE: No -- oh, well I don't know if  
 25 we had already got to the stage of reaching out about

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1 food and receipts, I don't think we got that far.  
 2 (b) (7)(C) So just to be --  
 3 C.W.O. WARE: Don't remember.  
 4 (b) (7)(C) -- just to be clear, you don't  
 5 ever remember Peterson telling you to keep a low  
 6 profile, there are too many people around?  
 7 That doesn't ring a bell to you?  
 8 C.W.O. WARE: No, sir. Who, who said that?  
 9 (b) (7)(C) The allegation is that Peterson  
 10 told you.  
 11 C.W.O. WARE: Who's Peterson?  
 12 (b) (7)(C) Neil.  
 13 (b) (7)(C) Neil.  
 14 (b) (7)(C) Neil.  
 15 C.W.O. WARE: Oh, Neil, oh, oh, okay, sorry,  
 16 sorry, sorry.  
 17 (b) (7)(C) The allegation is that Neil  
 18 told you hey, I can't get you a driver, too many  
 19 people are watching, you've got to keep a low profile.  
 20 Did you guys ever have that conversation?  
 21 C.W.O. WARE: God, I don't want to say no,  
 22 but I -- God, I've got to remember it.  
 23 (b) (7)(C) Well that would stick out  
 24 pretty significantly to me, I think.  
 25 (b) (7)(C) I mean that's basically like

1 hey --  
 2 (b) (7)(C) Especially if you're saying  
 3 that --  
 4 (b) (7)(C) That's pretty --  
 5 (b) (7)(C) -- you didn't see it at the  
 6 time as you were doing anything wrong, that would be a  
 7 pretty big red flag.  
 8 (All talking at once).  
 9 C.W.O. WARE: Yeah I mean --  
 10 (b) (7)(C) -- (inaudible) something  
 11 wrong, right?  
 12 C.W.O. WARE: Right. Right. Unless I asked  
 13 him, unless we asked for a driver and he's like no,  
 14 you know, we can't do the drivers no more. I'd have  
 15 to, let me just dwell on that for a moment.  
 16 (b) (7)(C) All right. So we're talking in  
 17 total, starting back, going back to the talk again,  
 18 2010, Manila, that's one hotel. We're talking 2011,  
 19 K.K., that's another hotel. 2012, Manila, another  
 20 hotel.  
 21 That's the one where, you know, we think  
 22 there may have been other people there, that's not  
 23 ringing a bell with you, correct?  
 24 C.W.O. WARE: No, sir.  
 25 (b) (7)(C) Okay. So then we go to 2010,

1 you guys eventually go to, back to K.K. -- no, I'm  
 2 sorry, you go to Danang, so that's four hotels in  
 3 Danang, right. Cambodia, that's five hotels. Thai --  
 4 Pattaya, that's six. Jakarta, do you remember -- we  
 5 talked about the hotel in Jakarta, you were like, ah,  
 6 pretty sure I did.  
 7 C.W.O. WARE: Yes, sir.  
 8 (b) (7)(C) So we're, at this point we're  
 9 at six, seven. Singapore, that's eight. Then in  
 10 Thailand in 2012 there was actually two hotels because  
 11 the whole iron chef thing, so that's, at this point  
 12 we're at 10.  
 13 So we're talking a minimum of 10 hotels over  
 14 multiple port visits.  
 15 C.W.O. WARE: Yes, sir.  
 16 (b) (7)(C) And that's a, that, that's  
 17 adding up, that's a lot of free hotels, you know, I  
 18 mean that's, nobody's ever given me 10 free hotels --  
 19 C.W.O. WARE: No, sir.  
 20 (b) (7)(C) -- you know,  
 21 What, you know, what effect do you think,  
 22 you know, you're in a position of trust, what effect  
 23 do you think, you know, all this attention and drivers  
 24 and free hotels, I mean what effect do you think that  
 25 had on you, you know, I mean --

1 C.W.O. WARE: I guess --  
 2 (b) (7)(C) -- you said yourself, hey, you  
 3 know, I would have said something positively about  
 4 them, you know.  
 5 C.W.O. WARE: Well, I mean at that time I,  
 6 you know, I just felt like that was the norm, that was  
 7 what everybody did and I was just part of kind of  
 8 passed down to this and this is kind of how it works  
 9 overseas and I wasn't, you know, smart enough to  
 10 address it at that time.  
 11 I didn't feel like I was doing anything  
 12 wrong in my mind because, I mean, I mean I look at it  
 13 now, yes, I, I mean I've -- I'm embarrassed to be in  
 14 here, to tell you the truth, but at the time I, you  
 15 know, I just felt like everyone was getting hotels and  
 16 you've got drivers and their job is to get you back  
 17 and forth.  
 18 I didn't really feel I was, I mean they're  
 19 the only vendor there to deal with, so it's not like  
 20 there was a competition and I've got to pick which  
 21 vendor gives me the best services. The first time it  
 22 happened, you know, well, I didn't ask it and then  
 23 when it happened it just came to seem to be the norm  
 24 and pull into port and they've got a package and  
 25 here's your receipt and here's your room and if you



<p>141</p> <p>1 need a driver, here's your car. That's kind of how 2 things went. 3 And I just, at that time I, you know, I just 4 felt like that was the service that we got, supply 5 Officers and other Officers and CDOs and the HODs and 6 the supply Officers and J.O.s and the trucks and it 7 just kind of seemed like the way things were ran back 8 then. And of course looking at it when the first case 9 broke, you know, I truly didn't think of me at all. 10 I'm thinking, man, these guys are -- you know, how 11 dare they. 12 And then I thought about well, man, I got a 13 couple hotel rooms before and, but I never really saw 14 the word bribery or theft or something bad about 15 myself, until the instant today and it kind of came 16 back, oh, man, so. 17 (b) (7)(C) Well let me ask you this, what 18 other Officers got free hotel rooms from Glenn Marine? 19 C.W.O. WARE: Well I just thought all, I 20 mean I thought everyone got some kind of service, to 21 tell you the truth, at least, at least the department 22 heads and the supply Officers and I didn't think I was 23 the only guy, I truly didn't. And they all had their 24 own drivers and you just truly thought that I was kind 25 of the norm, I mean --</p>	<p>143</p> <p>1 room, is the skipper getting a free hotel room -- 2 C.W.O. WARE: I don't know -- 3 (b) (7)(C) -- is the SUPPO getting a free 4 hotel room? 5 C.W.O. WARE: I wasn't sure, I wasn't -- 6 (b) (7)(C) So nobody, is wasn't like, you 7 know, you guys are sitting around talking about it and 8 everybody's like did you get a free hotel room, 9 because I got one, too? 10 C.W.O. WARE: No, no, sir, no. 11 (b) (7)(C) Okay, so, all right. 12 C.W.O. WARE: No, sir. 13 (b) (7)(C) So it wasn't something that you 14 openly talked about, right? 15 C.W.O. WARE: No, sir, I mean I just dealt 16 with my people and did my stuff and went on my liberty 17 and -- 18 (b) (7)(C) What about your liberty 19 buddies, did they ever say man, I wish Glenn Marine 20 would give me a free hotel room, too, I mean I can't 21 believe you get this free place, you know what I mean? 22 C.W.O. WARE: We didn't like talk about 23 that, no, sir. 24 (b) (7)(C) Well, I mean you see where I'm 25 going, I mean this --</p>
<p>142</p> <p>1 (b) (7)(C) Right, but like when, when 2 we're on the Reagan and we're pulling into, to our 3 ports, I mean I've got junior sailors stopping me in 4 the p-way asking me hey, Agent, we're going in, right, 5 because I've got my -- you know, I just paid for my 6 hotel online. 7 C.W.O. WARE: Yeah. 8 (b) (7)(C) And they think I've got some 9 kind of, you know, COMs with the skipper and if the 10 skipper is not sure if he's going to pull in he's 11 going to tell me and I'm going to tell, you know, 12 sailor Joe, hey, you're, you're going to lose your 13 hotel money, right. 14 So I go in, I get bombarded walking down the 15 p-way. Every sailor on that ship is focused on their 16 liberty and getting their hotel rooms and securing 17 their hotel rooms and paying for that hotel room; like 18 you're not paying for your hotel room, Glenn Marine is 19 paying for your hotel, so did that not strike you as 20 unusual? 21 C.W.O. WARE: At that time, no. 22 (b) (7)(C) Right, but -- 23 C.W.O. WARE: Now, yes. 24 (b) (7)(C) -- but I mean are other 25 Officers, I mean is the X.O. getting a free hotel</p>	<p>144</p> <p>1 C.W.O. WARE: Yes, sir. No, I mean -- 2 (b) (7)(C) -- that's a big perk -- 3 C.W.O. WARE: Yes, sir. 4 (b) (7)(C) -- right? 5 C.W.O. WARE: As you're, as it's building, 6 I, I definitely am -- yes, sir. I'm a C.W.O. 4 with 7 30 years in the Navy and I have an obligation to 8 mentor and train my sailors and I, I do very well at 9 what I do for my job and then seeing this is 10 definitely not who I am now at all. 11 (b) (7)(C) No, I know you're good at your 12 job and I, I've said that. 13 C.W.O. WARE: But I'm saying that's not my, 14 you know, I can't, I don't want to use the that's how 15 it was turned over to me and that's how it was, I just 16 don't want to say that because that's a cop-out, you 17 know. It wasn't, it wasn't -- but truly -- 18 (b) (7)(C) Well you've mentioned that a 19 couple times. 20 If, did Max ever pull you aside and say 21 listen, this is just the way we do things here? 22 C.W.O. WARE: Yeah, pretty much, I mean Max 23 says he'll take care of you, whatever you need and 24 when I paid for my first room, no, no, don't worry 25 about it, just talk to Neil and. So I truly thought</p>

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<p style="text-align: right;">145</p> <p>1 that was, you know, kind of the --</p> <p>2 (b) (7)(C) So as you're, as you're coming</p> <p>3 on as part of your turnover, Max is telling you, I</p> <p>4 don't want to put words in your mouth, but I think I</p> <p>5 understand you, like Max is just like hey, this is the</p> <p>6 way it is? Did he explicitly tell you you're going to</p> <p>7 get a free hotel room? You're going to get whatever?</p> <p>8 C.W.O. WARE: Well I guess he just said Neil</p> <p>9 will take care of whatever you need so as I'm paying</p> <p>10 for your room, you're going to say -- Neil, just talk</p> <p>11 to Neil and he let me meet Neil in Jakarta and that's</p> <p>12 kind of where it started and it just, I guess I just</p> <p>13 got used to it as the norm.</p> <p>14 (b) (7)(C) Right.</p> <p>15 C.W.O. WARE: Definitely not mischief and,</p> <p>16 and raising interest rates and giving CDs and</p> <p>17 glorifying Glenn Marine, I, that wasn't really my job</p> <p>18 at all.</p> <p>19 (b) (7)(C) Well to your knowledge, was</p> <p>20 anybody else getting hotel rooms as perks?</p> <p>21 C.W.O. WARE: Not, not that I talked to or</p> <p>22 dealt with, no. I just, I thought they were myself.</p> <p>23 (b) (7)(C) But you don't have any --</p> <p>24 C.W.O. WARE: And they all had drivers, but,</p> <p>25 no, sir, I don't have no proof or, I didn't, I was a</p>	<p style="text-align: right;">147</p> <p>1 regular load up and we'd get our RASes and, you know,</p> <p>2 my ordering, and again, I don't do the ordering myself</p> <p>3 in FSM, my J.O.D. does -- the Jack of the desk would</p> <p>4 do the ordering and go on to FSM and kind of like</p> <p>5 one's gone, one's replenished, looks at me, I approve</p> <p>6 the order and that's it.</p> <p>7 There's no man -- I can't manipulate food,</p> <p>8 money, costs or anything. I don't have that desire,</p> <p>9 first, and that's not really what my thing.</p> <p>10 (b) (7)(C) Well we kind of, I mean we've</p> <p>11 kind of talked around this a little bit but I want to</p> <p>12 be clear, how do you, I mean I have a hard time</p> <p>13 believing that getting 10 free, 10 or more free hotel</p> <p>14 stays, because we're not talking about 10 nights,</p> <p>15 we're talking about 10 stays, 10 mini vacations paid</p> <p>16 for, I mean I know it's not a vacation because you're</p> <p>17 working part of it, but 10 liberty port hotels paid</p> <p>18 for by Glenn Marine.</p> <p>19 I want to know sincerely, truthfully, what</p> <p>20 kind of influence that put on you? Because I have a</p> <p>21 hard time believing that Glenn Marine treated you this</p> <p>22 way and it didn't at least affect how you saw Glenn</p> <p>23 Marine. Do you see what I'm saying?</p> <p>24 I mean what influence did that have on you?</p> <p>25 C.W.O. WARE: It didn't have an influence on</p>
<p style="text-align: right;">146</p> <p>1 very, in that ship I didn't hang in the Ward room and</p> <p>2 I'm -- didn't hang out with a lot of people. I just</p> <p>3 dealt with myself. I was new, very young, newly</p> <p>4 married, very nervous first ship as an Officer, so I</p> <p>5 was to myself quite a bit on the ship. A couple</p> <p>6 friends I hung out with and that was really it, sir.</p> <p>7 (b) (7)(C) Did Glenn Marine ever pressure</p> <p>8 you to buy more?</p> <p>9 C.W.O. WARE: No, no, sir. I mean I</p> <p>10 would -- I can only order what I need. I mean we'd</p> <p>11 have to load up, because by them being the only vendor</p> <p>12 for whatever ports, we'd have to load up whatever we</p> <p>13 can. If I could load more -- you know, if I could</p> <p>14 load more to get less the next port, but they're the</p> <p>15 only vendor for three or four ports in a row, they are</p> <p>16 the only ones we had available.</p> <p>17 (b) (7)(C) Did they ever encourage you to</p> <p>18 load up in particular ports that they controlled vice</p> <p>19 what other vendors controlled?</p> <p>20 C.W.O. WARE: Oh, no -- no, I don't think</p> <p>21 so. I mean the only ports that they didn't control I</p> <p>22 would say would be Korea and Australia.</p> <p>23 (b) (7)(C) Japan and Korea.</p> <p>24 C.W.O. WARE: Yeah, Korea and -- yeah, so.</p> <p>25 No, we would load out our ship like in Japan like a</p>	<p style="text-align: right;">148</p> <p>1 me for the food part because the food part is</p> <p>2 generated by other people. As a food service Officer,</p> <p>3 I'm not, you know, I didn't look at Glenn Marine as,</p> <p>4 well, you take such good care of us, I'm going to</p> <p>5 order all this expensive food. That's, I wasn't smart</p> <p>6 enough for that. Put it that way, I wasn't smart</p> <p>7 enough to realize that I'm sitting here getting a</p> <p>8 hotel and a driver thinking that that's the norm just</p> <p>9 because it was done in the past.</p> <p>10 But I wasn't there to -- I didn't have the.</p> <p>11 I don't think I -- I don't even have the ability to</p> <p>12 get more food just because I like them. They took,</p> <p>13 they took care of the ship, they took care of us and</p> <p>14 in my mind they were good vendors. I was getting a</p> <p>15 hotel room which I thought was of course kind of what</p> <p>16 they did in the past for the FSOs and the supply</p> <p>17 Officers and when they had the drivers and the vans</p> <p>18 for the Officers, and I truly felt that was the norm.</p> <p>19 No mischief on me to give them anything</p> <p>20 special and I'm, I wasn't a Glenn Marine promoter. I</p> <p>21 mean it really wasn't, it wasn't like that.</p> <p>22 (b) (7)(C) Did you ever, and I know you</p> <p>23 said I didn't give them a shout-out in the iron chef,</p> <p>24 you know --</p> <p>25 C.W.O. WARE: I, I can't remember, no.</p>

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1 (b) (7)(C): But is there ever a  
 2 conversation you had either on the Blue Ridge or the  
 3 G.W., and I'm not necessarily talking about traffic in  
 4 Jakarta, I'm not necessarily talking about iron chef,  
 5 but where somebody was talking Glenn Marine and you're  
 6 like hey, you know what, when it comes to my little  
 7 rice bowl, they're good to go?  
 8 C.W.O. WARE: Well I, I, I would say that,  
 9 at that time. I had nothing negative with the company  
 10 when it came to food and trash. I mean I hate to say  
 11 it, but trash was a big deal.  
 12 (b) (7)(C) No, trash is huge, yeah.  
 13 C.W.O. WARE: So between trash and food and  
 14 the food being on the pier and them being there  
 15 readily where we forgot to order something and they  
 16 got it for us, I mean it was from, for me, it was a  
 17 perfect connection. There was no issues, where other  
 18 ports, Koreas, you know, the food's late, the missing  
 19 food.  
 20 So I had nothing negative at that time to  
 21 say, so if the C.O. said hey, how's Glenn Marine;  
 22 good, sir. We don't have -- we never ran out of food,  
 23 they always had what I want, they knew menu changes,  
 24 but I really wasn't -- I hope I'm not pitching as a  
 25 Glenn Marine advocate and speaking on TV about them

1 and wear their shirts, that wasn't really, that wasn't  
 2 my thing at all. And the iron chef was 100 percent  
 3 Blue Ridge event and I don't even think I did a -- it  
 4 wasn't even a speech for me, it was --  
 5 (b) (7)(C) It wasn't a speaking role?  
 6 C.W.O. WARE: No, it was a judging role. I  
 7 mean I talked to people --  
 8 (b) (7)(C) What, do you guys hold up  
 9 cards, placards or something or?  
 10 C.W.O. WARE: We did a grading sheet if I  
 11 remember right -- or you know what, we weren't even  
 12 the judges, let me, let me change that. We were on a  
 13 stage and we were there as observers. I'm sorry, we  
 14 weren't judges, we were the observers. The judges  
 15 were all Thailand on this side.  
 16 We were on this big stage. I got the photo  
 17 and we're just there to, as a C.O., ASUPPO and me and  
 18 we were just there as the U.S. representation, and  
 19 then behind us was the bleacher of all the young  
 20 sailors and then my sailor did the competition with  
 21 two of his sous chefs, so we were there as the U.S. --  
 22 (b) (7)(C): Contingency?  
 23 C.W.O. WARE: -- representation. And they  
 24 made a video on the Blue Ridge the day before and then  
 25 finished the film on the ship. But it was a complete

1 Blue Ridge event and --  
 2 (b) (7)(C) All right. But the hotel was  
 3 paid for by Glenn Marine?  
 4 C.W.O. WARE: Yes, sir.  
 5 (b) (7)(C): So to kind of sum up a little  
 6 bit, you remember your dealings with Neil, but you  
 7 don't remember Yn and you don't remember dealing with  
 8 Glenn Marine?  
 9 C.W.O. WARE: Well I, I don't want to say I  
 10 don't remember Yn.  
 11 (b) (7)(C) You don't remember the name  
 12 specifically?  
 13 C.W.O. WARE: Specifically, but I did deal  
 14 with different vendors that were in different  
 15 countries, whoever that vendor was on that date.  
 16 (b) (7)(C) We're talking about different  
 17 Glenn Marine vendors?  
 18 C.W.O. WARE: Yes, yes, sir.  
 19 (b) (7)(C) But the one you know and the  
 20 one you remember is --  
 21 C.W.O. WARE: Neil.  
 22 (b) (7)(C) -- Neil?  
 23 C.W.O. WARE: Neil.  
 24 So I would go to Cambodia, hey, Theresa, she  
 25 has your food order and I -- we don't have this item,

1 she's going to get you this item, so I would deal with  
 2 whatever vendor's there, mainly it would be my -- not  
 3 me personally, but the Jack of the Desk who was doing  
 4 the stores. And when there's no stores done, I would  
 5 be off the ship.  
 6 (b) (7)(C) Okay. Other than hotels and a  
 7 driver and a phone which, you know, I think the  
 8 phone --  
 9 C.W.O. WARE: Sometimes on the ship, usually  
 10 we would get it from the ship.  
 11 (b) (7)(C) From ship the phones, I know  
 12 the phones sometimes come from the ship.  
 13 What else, if anything, did you get, and I  
 14 don't want -- you know --  
 15 C.W.O. WARE: No.  
 16 (b) (7)(C) I don't want something to come  
 17 out, I don't want you to be 95 percent truthful and  
 18 have some little hang-up come out later and, and I'm  
 19 not -- I want to be able to say you know what, I  
 20 talked to W.O. 4 Brian Ware and he's been very honest  
 21 and this is what he said and, you know, I, as I told  
 22 you before, we don't control what happens to you, but  
 23 I want to be able to walk out of here and say this is  
 24 what he said and he said things that we can go back  
 25 and we can look at and we can prove that he's telling



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<p>1 the truth --</p> <p>2 C.W.O. WARE: Yes, sir.</p> <p>3 (b) (7)(C) -- and cooperating. That's</p> <p>4 what I want to be able to say --</p> <p>5 C.W.O. WARE: Yes, sir.</p> <p>6 (b) (7)(C) -- when we, when we leave here.</p> <p>7 So if there's something else small, let's</p> <p>8 get it out and let's talk about it and we can explain</p> <p>9 it and talk about why it happens or anything else.</p> <p>10 C.W.O. WARE: Yes, sir.</p> <p>11 (b) (7)(C) Other than the hotel rooms that</p> <p>12 we've talked about --</p> <p>13 C.W.O. WARE: Yes, sir.</p> <p>14 (b) (7)(C) -- and the drivers that they</p> <p>15 gave you?</p> <p>16 C.W.O. WARE: Nothing, sir.</p> <p>17 (b) (7)(C) Nothing?</p> <p>18 C.W.O. WARE: We had no relationship, no.</p> <p>19 (b) (7)(C) No girls?</p> <p>20 C.W.O. WARE: No partying.</p> <p>21 (b) (7)(C) No tickets, no booze, no</p> <p>22 parties?</p> <p>23 C.W.O. WARE: No, no, sir, none of that.</p> <p>24 (b) (7)(C) Did they ever take you out to</p> <p>25 dinner and buy your dinner?</p>	<p>1 had an issue with food, I'd have to call him, he'd be</p> <p>2 on the pier. He couldn't leave the pier. So not very</p> <p>3 often he would ever be out.</p> <p>4 But we never had a relationship like going</p> <p>5 out and partying. I hung with myself, my couple of</p> <p>6 friends. He dealt with food, the car and the driver</p> <p>7 were, in my mind was, you know, I don't want to say it</p> <p>8 to sound trivial, but was like, you know, the way it</p> <p>9 was, and that was it. There was no favors or, or</p> <p>10 ordering more food just to make him more money or</p> <p>11 something like that. My ship can only order so much</p> <p>12 food and I can only order what's on menu and I can't</p> <p>13 change prices, I can't change interest rates. I'm not</p> <p>14 promoting him.</p> <p>15 If somebody had asked me at that time is he</p> <p>16 doing great, would you -- at that time, we had our</p> <p>17 food, which was a really hard thing for the Blue Ridge</p> <p>18 back then, we'd -- how's Glenn Marine, hey, Glenn</p> <p>19 Marine is doing great. SUPPO would ask me</p> <p>20 everything's going great? Man, they're awesome.</p> <p>21 Everything we got is here, they got water, they got</p> <p>22 the trash, they -- so I had nothing negative about the</p> <p>23 company at that time and at this time now, of course,</p> <p>24 my, definitely changed my --</p> <p>25 (b) (7)(C) What about giving Glenn Marine</p>
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<p>1 C.W.O. WARE: I don't -- God, we met -- we</p> <p>2 might have had a meal, a whole bunch of sailors -- I</p> <p>3 don't -- no, he might have been there, but it, I don't</p> <p>4 think he paid for it, of course not. But we didn't</p> <p>5 hang out with him and there was no drinking and</p> <p>6 partying, it was, he was too busy on the ship. He</p> <p>7 never left the pier. He never left the pier.</p> <p>8 (b) (7)(C) Well what meal are we talking</p> <p>9 about?</p> <p>10 C.W.O. WARE: Well I, I think one of the</p> <p>11 ports there was a lunch we had with all the supply</p> <p>12 Officers and I think he was there, but he wasn't --</p> <p>13 (b) (7)(C) Do you remember which port it</p> <p>14 was?</p> <p>15 C.W.O. WARE: No, and it wasn't me and him,</p> <p>16 it was --</p> <p>17 (b) (7)(C) Right, right.</p> <p>18 C.W.O. WARE: -- a bunch of supply Officers.</p> <p>19 (b) (7)(C) I understand.</p> <p>20 C.W.O. WARE: I can't remember.</p> <p>21 (b) (7)(C) Yeah, I got you.</p> <p>22 C.W.O. WARE: That we walked in, but I mean</p> <p>23 it wasn't a hey, you know, Glenn Marine is treating</p> <p>24 everybody. But there was no, he could never leave the</p> <p>25 pier because of his responsibilities, so every time we</p>	<p>1 information, did you ever give them information,</p> <p>2 competitor prices or where we're going to be in this</p> <p>3 port?</p> <p>4 C.W.O. WARE: No.</p> <p>5 (b) (7)(C) I mean I realize there's a</p> <p>6 certain amount of orchestration that happens --</p> <p>7 C.W.O. WARE: Right.</p> <p>8 (b) (7)(C) -- when the log reg goes out,</p> <p>9 I'm not talking about --</p> <p>10 C.W.O. WARE: Right, no.</p> <p>11 (b) (7)(C) I'm talking in advance of the</p> <p>12 log reg, insider type information.</p> <p>13 C.W.O. WARE: No.</p> <p>14 (b) (7)(C) Hey, you know, we're thinking</p> <p>15 about going to Singapore next year, are you guys going</p> <p>16 to be there, wink, wink, anything like that?</p> <p>17 C.W.O. WARE: No, we, whatever port that</p> <p>18 they were our prime vendor is where I buy the food.</p> <p>19 So it wasn't determined by -- I didn't get</p> <p>20 to pick. If, if Glenn Marine got the, if Glenn Marine</p> <p>21 got most of the countries, it's a, a planning meeting</p> <p>22 is done, Singapore with the big boy, they come out in</p> <p>23 January, say here's your four ports, Glenn Marine,</p> <p>24 Glenn Marine, Glenn Marine, Korea, Korea, catalogs are</p> <p>25 uploaded, the orders are due 60 days prior, so the</p>

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1 orders are done ahead of time. I E-mail them saying  
 2 did you get my order. He comes in, food's on the  
 3 pier. I get in my car, I go to my room and then  
 4 that's it.  
 5 And then at the very end he would come in  
 6 and get the receipts to pay for the disbursing and the  
 7 water, the fuel and the food would all be paid by  
 8 disbursing, but menus, food, catalogs, prices was all  
 9 pre-generated and pre-ordered in FSM via TYCOM via the  
 10 catalog, so I didn't have ways to change it or make it  
 11 better or nothing.  
 12 (b) (7)(C) Well let's take a second to  
 13 step away from Glenn Marine and talk about other  
 14 vendors, so Japan, Korea, typically not Glenn Marine  
 15 ports.  
 16 C.W.O. WARE: Right.  
 17 (b) (7)(C) There's some confusion about  
 18 whether Australia was or wasn't, I get -- in your,  
 19 your recollection is that they did not cover  
 20 Australia?  
 21 C.W.O. WARE: Yes, sir.  
 22 (b) (7)(C) I know they're very  
 23 concentrated in southeast Asia.  
 24 Other husbanding agents, other vendors, did  
 25 they ever provide you this type of stuff?

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1 C.W.O. WARE: A driver, a driver, all --  
 2 (b) (7)(C) A driver.  
 3 C.W.O. WARE: I mean most of them -- well --  
 4 (b) (7)(C) Now I'm not talking about a  
 5 pool driver.  
 6 C.W.O. WARE: Right.  
 7 (b) (7)(C) I'm talking about you  
 8 specifically, chow boss, this is your driver, here's  
 9 the name, here's the number, you call him when you  
 10 want to go?  
 11 C.W.O. WARE: No.  
 12 (b) (7)(C) I mean I know, I know that  
 13 there's pool vans for Officers --  
 14 C.W.O. WARE: Right.  
 15 (b) (7)(C) -- and supply or whatever.  
 16 C.W.O. WARE: Right.  
 17 (b) (7)(C) I'm talking about like no, chow  
 18 boss, you call Johnny here, Johnny's going to get you  
 19 where you need to go?  
 20 C.W.O. WARE: No, no, sir.  
 21 (b) (7)(C) Did they ever give you any  
 22 hotels or --  
 23 C.W.O. WARE: No, sir.  
 24 (b) (7)(C) I mean you see the difference,  
 25 right?

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1 C.W.O. WARE: Yes, I do, sir.  
 2 (b) (7)(C) You know, I mean.  
 3 C.W.O. WARE: Sitting here in this seat,  
 4 yes, definitely, yeah, and I cannot -- I'm too old to  
 5 play the dumb card in 2010, but, yes, I definitely  
 6 see, sir.  
 7 (b) (7)(C) Did you ever report this to  
 8 anybody?  
 9 C.W.O. WARE: No, sir.  
 10 (b) (7)(C) Did you ever go to the JAG, did  
 11 you ever, you know, talk to your chain of command,  
 12 talk to SUPPO about what was going on?  
 13 C.W.O. WARE: I, well I, when the first case  
 14 came out and I heard about all this stuff and it was  
 15 one of my junior -- it was a junior sailor that I  
 16 guess he was putting money in the wife's account and  
 17 bought him a camera and, and all this stuff, I think  
 18 it was a First Class and I knew him and when I heard  
 19 about that incident, I just thought that guy was  
 20 stupid and how, how dare you.  
 21 So nothing came to my mind. When the  
 22 Admiral got caught, Admiral Kraft I think, and my wife  
 23 was his personal trainer and I knew him, when he got,  
 24 and then his was a prostitution ring and all that  
 25 crap, at that moment, that was my moment in time where

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1 I had an epiphany that I was going to go talk to my  
 2 Lieutenant and say you know what, I got some hotels  
 3 when I was on the Blue Ridge and I don't know if it's  
 4 illegal or not, but this guy just got caught and that  
 5 window was very small, scared and then never thought  
 6 about it again and that was in 2013 on the G.W.  
 7 (b) (7)(C) Did you actually do that or  
 8 you're just saying hey, I thought that I should do  
 9 it --  
 10 C.W.O. WARE: No. When Admiral Kraft --  
 11 (b) (7)(C) -- and then I changed my mind?  
 12 C.W.O. WARE: Right. 2013, my wife knew  
 13 something was wrong because I came home and she, she  
 14 knew Kraft and she was kind of crying a little bit  
 15 because she was his personal trainer for his wife and,  
 16 and in my moment I'm like man, I got a couple hotels  
 17 before and I don't know, he, like he didn't get  
 18 charged for hotels but I'm like man, I hope that I'm  
 19 not in trouble or anything.  
 20 And I was going to talk with the JAG who was  
 21 a Lieutenant at the time, a good friend of mine, and  
 22 that window passed and then year four, year five, year  
 23 six. And I thought you know what, hey, I mean I'm  
 24 not, I never knew Fat Leonard and I thought the only  
 25 way that Glenn Marine was in trouble was Fat Leonard



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1 and I never met him, so I felt like well, you know, I  
 2 was the norm, everyone -- what happened in my level  
 3 was, you know, not to worry about and there's these  
 4 big fishes with Leonard. I never met him, never  
 5 E-mailed him, never talked to him, so I thought, you  
 6 know, I -- I have nothing to worry about.  
 7 So I never said anything and years have  
 8 passed and years have passed and another case just  
 9 came out with another Commander got busted again and I  
 10 know him.  
 11 (b) (7)(C) Who?  
 12 C.W.O. WARE: I don't know him personally,  
 13 but again, you're racketeering and prostitution and  
 14 boats and cars and rent and money and I'm like man,  
 15 these guys are stupid, you know, why would they, and I  
 16 just did not, I, maybe I'm ignorant, but I didn't put  
 17 myself in that category.  
 18 And when you said the word bribery, my heart  
 19 just sank, I'm like man, I, I would not -- I, I just  
 20 did not see that and I would never, I mean who would  
 21 do 30 years in the military and just give it up for a  
 22 hotel? I mean I --  
 23 (b) (7)(C) Right, but I mean like I'll be  
 24 honest with you, I mean like I told you, I've got a  
 25 house full of kids, right --

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1 C.W.O. WARE: Right.  
 2 (b) (7)(C) -- a hotel to me --  
 3 C.W.O. WARE: Right.  
 4 (b) (7)(C) -- is like a dream --  
 5 C.W.O. WARE: Right.  
 6 (b) (7)(C) -- you know, just being in a  
 7 hotel --  
 8 C.W.O. WARE: I understand.  
 9 (b) (7)(C) -- out of my tiny little  
 10 Japanese house away from my kids.  
 11 C.W.O. WARE: I understand.  
 12 (b) (7)(C) It's a vacation. I mean like I  
 13 literally dream about that hotel, I love the W.  
 14 C.W.O. WARE: Yes, sir.  
 15 (b) (7)(C) Right. That's just my, you  
 16 know, people, we've got a guy and Harry loves the  
 17 Marriott, he thinks the Marriott's the greatest hotel  
 18 chain ever.  
 19 C.W.O. WARE: Yes, sir.  
 20 (b) (7)(C) I love the W. I love, you  
 21 know, Westin, they're my guys, I love them, you know,  
 22 that has value --  
 23 C.W.O. WARE: Yes, sir.  
 24 (b) (7)(C) -- you know, I, as a civil  
 25 servant, I struggle to afford a night out on the town

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1 in a hotel in Tokyo with my wife.  
 2 C.W.O. WARE: Uh-huh.  
 3 (b) (7)(C) You know, I can't really  
 4 justify that --  
 5 C.W.O. WARE: Yes, sir.  
 6 (b) (7)(C) -- and so that's a valuable  
 7 thing.  
 8 It's not a -- nobody's saying you, again,  
 9 you're a family man, you love your wife, that's not  
 10 you, I'm not going to get you that way, you know,  
 11 They came at you a different way, you know.  
 12 C.W.O. WARE: And I, and I, I don't want to  
 13 say I feel like I'm targeted because I don't want to  
 14 take that route either but, you know, God -- I don't  
 15 know, in my mind crime means mischief, mischief means  
 16 premeditation, premeditation means thinking, thinking  
 17 means action. I just don't, I don't see me in any of  
 18 those categories.  
 19 I, I know it's wrong that I took it, but I,  
 20 my intent wasn't to get on the ship and then let this  
 21 company -- I, I just don't see it and I never saw it  
 22 that way, even when the last case came out, didn't  
 23 phase me, because I don't know who Fat Leonard is, so  
 24 I just did not see it as a crime.  
 25 (b) (7)(C) So I know we've been talking

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1 for awhile. I want to re-address two things and then  
 2 maybe we can stop and take a head break or something  
 3 because we've been talking for a long time.  
 4 So just to be clear, you have previously  
 5 said you don't remember any conversation about  
 6 spreading the word around, defending Glenn Marine  
 7 after Jakarta?  
 8 C.W.O. WARE: God.  
 9 (b) (7)(C) : And it doesn't have to be those  
 10 exact words, but something along that.  
 11 C.W.O. WARE: No, I can see myself -- if,  
 12 you know, if he told me to say -- I don't know who I  
 13 would tell. I don't, I don't talk to the Captain, so  
 14 I wouldn't ever talk --  
 15 (b) (7)(C) : Yeah.  
 16 C.W.O. WARE: If he, if the conversation was  
 17 can you tell the SUPPO that we're doing a great job, I  
 18 would tell the SUPPO's Lieutenant, I'm a W. 2, but I,  
 19 I don't talk to the Captain, I don't talk to the  
 20 Admiral. I don't talk to nobody higher than my SUPPO.  
 21 So I can't remember if he said tell the SUPPO I'm  
 22 doing a good job, but I mean that's the only person I  
 23 would talk to.  
 24 I would never talk to the Captain, no. Too  
 25 scared, I was a W. 2. I never talked to the X.O. I



1 never talked to the Admiral. So I would, I would have  
 2 no one to tell that to except for the SUPPO.  
 3 But I just, I don't, if he told me that and  
 4 I said yes, I, I would tell the SUPPO that Glenn  
 5 Marine is doing good, but transportation, I just can't  
 6 see how that's linked to me and food service, I really  
 7 don't.  
 8 (b) (7)(C) Yeah, but the SUPPO signs the  
 9 bill on all of that.  
 10 C.W.O. WARE: Right. Right.  
 11 (b) (7)(C) So.  
 12 C.W.O. WARE: Yeah.  
 13 (b) (7)(C) Okay. So just to be clear, the  
 14 name Alex Wisidagama doesn't mean anything to you?  
 15 C.W.O. WARE: Doesn't.  
 16 (b) (7)(C) You don't know anything about a  
 17 CD Rom?  
 18 C.W.O. WARE: No, I don't know about the CD  
 19 Rom.  
 20 (b) (7)(C) And when I say CD Rom, I mean  
 21 DVD, thumb drive, any kind of electronic media.  
 22 C.W.O. WARE: No.  
 23 (b) (7)(C) You don't know anything about  
 24 that?  
 25 C.W.O. WARE: No, sir, and I can say that --

1 (b) (7)(C) Because I can see that being  
 2 real bad if it comes back --  
 3 C.W.O. WARE: Oh, yeah, oh, yeah.  
 4 (b) (7)(C) -- that you're leaving  
 5 something out, you know what I'm saying?  
 6 C.W.O. WARE: No, sir, I --  
 7 (b) (7)(C) That's a, so that's not you?  
 8 C.W.O. WARE: No.  
 9 (b) (7)(C) That's got nothing to do with  
 10 you?  
 11 C.W.O. WARE: Don't even know what the CD  
 12 would be of, I mean I can't really think what it would  
 13 be -- I mean, no, I'm -- no, sir, that's --  
 14 (b) (7)(C) Let's take a break, we've been  
 15 talking for awhile.  
 16 Do you need to use the head?  
 17 C.W.O. WARE: Yes, sir.  
 18 (b) (7)(C) Okay. All right.  
 19 C.W.O. WARE: You don't have a water  
 20 fountain here, do you?  
 21 (b) (7)(C) We do and I can get you some  
 22 water, man.  
 23 C.W.O. WARE: If you can fill this, sorry.  
 24 (b) (7)(C) So I'm going to let you out  
 25 first, the water fountain's right here and the head's

1 right here.  
 2 C.W.O. WARE: Okay, thanks.  
 3 (Short recess taken)  
 4 (b) (7)(C) Let me turn on this air  
 5 conditioner.  
 6 C.W.O. WARE: Yeah, it's a little hot in  
 7 here. I thought it was just me.  
 8 (b) (7)(C) No, no, no. I've been having  
 9 a hard time keeping my eyes open because it's so hot  
 10 in here, been working all night.  
 11 (b) (7)(C) So you're -- oh, sorry. All  
 12 right. So we've briefly stepped out, all right.  
 13 So I know we got water, used the head, you  
 14 mentioned you had wanted to call your wife, we're  
 15 going to wrap up here so you can go do whatever you  
 16 need to do.  
 17 C.W.O. WARE: Yes, sir.  
 18 (b) (7)(C) Address, address your house.  
 19 Talk to your family, whatever you need to do.  
 20 We just have a couple more questions, if  
 21 you'll bear with us.  
 22 Training as you transitioned from, I presume  
 23 you were a CHIEF before.  
 24 C.W.O. WARE: Yeah, Senior Chief.  
 25 (b) (7)(C) And as a Senior Chief you dealt

1 with supply as well?  
 2 C.W.O. WARE: I dealt with Atsugi galley.  
 3 (b) (7)(C) Okay, all right. So you made  
 4 it up to Senior Chief, you transitioned to Warrant.  
 5 What is the Warrant Officer school like for  
 6 supply? What, what kind of things do you guys learn?  
 7 C.W.O. WARE: We have a Supply Corps  
 8 schools, it was five months in Athens, Georgia.  
 9 (b) (7)(C) Yes, I went to school there, I  
 10 love Athens, Georgia.  
 11 C.W.O. WARE: But now it's only eight weeks,  
 12 but we --  
 13 (b) (7)(C) It's Rhode Island now. What  
 14 are they, yeah, they moved it, it's a shame, I love, I  
 15 love that area.  
 16 (b) (7)(C) Wait, so you go to, do they  
 17 have a separate Warrant Officer school or?  
 18 C.W.O. WARE: No, they're all supply --  
 19 (b) (7)(C) Do you go to OCS --  
 20 C.W.O. WARE: -- Supply Corps.  
 21 (b) (7)(C) So you didn't even go to a  
 22 regular Officer's school in Newport?  
 23 C.W.O. WARE: No, no, OCS is first and  
 24 then --  
 25 (b) (7)(C) Okay, you said Officer --



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1 C.W.O. WARE: No, I didn't have to. All the  
 2 young kids do OCS. When they're done with OCS they go  
 3 to Supply Corps School and that's where the Warrants  
 4 and LDOs come in and we are together, so there was 80  
 5 students, 80 kids and me as the Warrant 2.  
 6 So then we have a five-month class and we  
 7 learn about all supply, so S 1, S 2, S 3, disbursing,  
 8 food, where I did very well, and then honors and legal  
 9 and saluting flags and colors. And it's kind of like  
 10 a back to boot camp, how to write a leave chit. So  
 11 it's really basic for me, for them it's all brand new,  
 12 and so did that for five months.  
 13 So I was at the Atsugi for four years, I was  
 14 a Chief, made Senior, made Warrant. I was there from  
 15 '05 to '09 and then went to Supply Corps '09, got back  
 16 here and then went on the Blue Ridge on '10 and I've  
 17 been at sea since 2010, ever since.  
 18 (b) (7)(C) Let, so do you go through any  
 19 curriculum to transition from the enlisted Corps, the  
 20 Senior enlisted Corps to the Warrant Officer Corps?  
 21 C.W.O. WARE: Yeah, the Supply Corps School,  
 22 the five months in Athens, Georgia.  
 23 (b) (7)(C) : Okay, but no, no other --  
 24 C.W.O. WARE: No.  
 25 (b) (7)(C) : -- like --

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1 (b) (7)(C) So it's like a --  
 2 (b) (7)(C) -- you know like --  
 3 (b) (7)(C) -- MOS school?  
 4 C.W.O. WARE: Yeah.  
 5 (b) (7)(C) : Yeah, so, yeah, because I  
 6 know that, so if you, those that go to be commissioned  
 7 Officers, they go to the Mustang school up in Newport  
 8 before they go --  
 9 C.W.O. WARE: Yeah.  
 10 (b) (7)(C) : So whatever Corps they're  
 11 going to.  
 12 C.W.O. WARE: Right. Right, so --  
 13 (b) (7)(C) : No such thing for the Warrant  
 14 Officers?  
 15 C.W.O. WARE: No.  
 16 (b) (7)(C) O: Okay.  
 17 C.W.O. WARE: Well for supply.  
 18 Now a different, Warrant Officers is  
 19 different. Athens was just for Supply Corps only.  
 20 All the rest went to Rhode Island and theirs was only  
 21 eight weeks, ours was five months, at that time. Now  
 22 it's down to eight weeks, all in one spot now,  
 23 everyone together.  
 24 And it's really about how to be an Officer,  
 25 from evals and how to write discipline and awards and

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1 then for us each one of our fields in supply  
 2 departments.  
 3 (b) (7)(C) : Okay.  
 4 (b) (7)(C) So what about ethics training,  
 5 I mean that's what we're talking about.  
 6 C.W.O. WARE: Oh, I've had, yeah, ethics  
 7 training, pretty much it's, back then it's required  
 8 every year. I'm actually embarrassed to say this, but  
 9 I'm an ethics teacher, I train, I've got a Master's  
 10 Degree, I'm a -- you know, all these things that I  
 11 look at myself at this very instant that I've done for  
 12 all my kids and, or young sailors in all my career,  
 13 you know, this is not, this doesn't define me, this is  
 14 not me at all.  
 15 And it's, you know, however this thing plays  
 16 out and if it's headline news and you -- you know, the  
 17 hardest thing for me is that the junior sailors would  
 18 see me as a failure and I've mentored, you know, I've  
 19 made almost 10 Warrant Officers since I've made  
 20 Warrant, meaning I was on their Board and they made it  
 21 under my tutelage and 200 Chiefs and 170 E4s that, I  
 22 mean that they made it while they worked for me and  
 23 that's, the only pride I got was their advancement.  
 24 So my retirement ceremony that I have is,  
 25 it's all about the sailors and now I just, it's, you

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1 know, 30 -- and I've been -- an average episode tour  
 2 is two years. I'm on seven years straight sea time.  
 3 I was -- been married seven years. We got married in  
 4 '09, so my life was, so we couldn't have a baby so we  
 5 finally adopted in 2015. I'm on my fifth extension, I  
 6 extended every, every, every time I could extend and  
 7 I'm getting ready to give my galley over which is very  
 8 hard for me and very emotional because it's all I  
 9 know.  
 10 My retirement ceremony and the speech I'm  
 11 going to give and, you know, how am I going to let  
 12 this Navy go and if I have to go out this way, you  
 13 know, this -- and my father's so proud of me, he's  
 14 still living, my mother's so proud of me, so.  
 15 (b) (7)(C) Okay, well take a deep  
 16 breath --  
 17 C.W.O. WARE: Yeah.  
 18 (b) (7)(C) -- okay, because like I said --  
 19 C.W.O. WARE: This is a, like I said, this  
 20 is, for me, I've never --  
 21 (b) (7)(C) Big picture, okay.  
 22 C.W.O. WARE: -- I've never been in trouble.  
 23 (b) (7)(C) We don't know what's going to  
 24 happen.  
 25 C.W.O. WARE: I know, sir.



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1 (b) (7)(C) We don't know, okay.  
 2 C.W.O. WARE: It's just --  
 3 (b) (7)(C) The, a lot of different things,  
 4 positive or negative, could happen, we don't know and  
 5 we don't control that here.  
 6 C.W.O. WARE: Yes, sir, I just, I'm --  
 7 (b) (7)(C) It's a lot --  
 8 C.W.O. WARE: -- I'm not --  
 9 (b) (7)(C) : -- to take in, I know.  
 10 C.W.O. WARE: I've never been in trouble my  
 11 whole career, as a young sailor a couple troubles, but  
 12 you know, I just, it just, you know, chow boss legacy  
 13 is, there is --  
 14 (b) (7)(C) But you're a husband and you're  
 15 a dad, right? You've got people counting on you --  
 16 C.W.O. WARE: Oh, yes, sir.  
 17 (b) (7)(C) -- so.  
 18 C.W.O. WARE: I've got my wife at home right  
 19 now trembling --  
 20 (b) (7)(C) Right, so --  
 21 C.W.O. WARE: -- thinking that I'm going to  
 22 jail and all.  
 23 (b) (7)(C) : Are you -- well I can assure  
 24 you you're not going to jail today, okay.  
 25 C.W.O. WARE: Yeah.

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1 (b) (7)(C) I don't know what your future  
 2 holds because I don't decide.  
 3 C.W.O. WARE: Yes, sir.  
 4 (b) (7)(C) But you're, you're walking out  
 5 of here in five minutes and nobody's going to jump out  
 6 the bushes and grab you, okay.  
 7 C.W.O. WARE: Yeah, yeah, when I came in, I  
 8 was looking --  
 9 (b) (7)(C) We're not going to shadow --  
 10 we're not going to be down at the Officer club talking  
 11 about you later, okay.  
 12 This is, this is air tight, no, no kidding,  
 13 don't talk about that type stuff.  
 14 C.W.O. WARE: Yes, sir.  
 15 (b) (7)(C) We're not holding a press  
 16 conference.  
 17 C.W.O. WARE: Yes, sir.  
 18 (b) (7)(C) We're not going to be putting  
 19 your picture in the Stars and Stripes.  
 20 Now I can't control what D.C. does.  
 21 C.W.O. WARE: You know what's hard for me,  
 22 do you want to know what the hardest thing for me is,  
 23 is to talk to you.  
 24 (b) (7)(C) Well --  
 25 C.W.O. WARE: You know why?

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1 (b) (7)(C) -- I can assure you it's --  
 2 C.W.O. WARE: But you know why? Because  
 3 I've served with you, that's the hardest part.  
 4 (b) (7)(C) I know, it's, it's not easy for  
 5 me, either, I know. And I know, and I, what did I  
 6 tell you at the very beginning, we talk to two  
 7 different kinds of people.  
 8 C.W.O. WARE: Yes, sir.  
 9 (b) (7)(C) We talk to people that are bad  
 10 sailors and they're always going to be bad sailors and  
 11 we talk to people that are good Officers and good  
 12 sailors and a moment in time comes when they should  
 13 have turned right and they turned left instead and  
 14 that's why we are -- that's what we've been talking  
 15 about.  
 16 C.W.O. WARE: Yes, sir.  
 17 (b) (7)(C) I know that, I know that you  
 18 are a heck of a Warrant Officer because I've seen it,  
 19 I know you take care of your people. Heck, I know how  
 20 you take care of the whole ship.  
 21 C.W.O. WARE: Yes, sir.  
 22 (b) (7)(C) I've seen it, so that's your  
 23 legacy, that part's not going to change.  
 24 C.W.O. WARE: Yes, sir.  
 25 (b) (7)(C) Okay. So my question to you,

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1 as a shipmate, are you okay?  
 2 C.W.O. WARE: Yes, sir.  
 3 (b) (7)(C) Are you a danger to yourself?  
 4 C.W.O. WARE: No, sir.  
 5 (b) (7)(C) Are you a danger to other  
 6 people?  
 7 C.W.O. WARE: No, sir.  
 8 (b) (7)(C) You know there's things you can  
 9 do, you want to go home and talk to your wife, I get  
 10 it, that's exactly what I would do --  
 11 C.W.O. WARE: Yes, sir.  
 12 (b) (7)(C) -- in your situation. But you  
 13 can also talk to the Chaplain.  
 14 C.W.O. WARE: Yes, sir.  
 15 (b) (7)(C) You can talk to a social worker  
 16 or employment counselor, right, you, if you don't want  
 17 to talk to the Chaplain and you know, there's a  
 18 hospital, too.  
 19 C.W.O. WARE: Yes, sir.  
 20 (b) (7)(C) All right. So I'm not saying  
 21 you need that --  
 22 C.W.O. WARE: No, no.  
 23 (b) (7)(C) I'm saying you've had a lot of  
 24 stress dumped on you in what is already a stressful  
 25 time in your life --

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1 C.W.O. WARE: Yes, sir.  
 2 (b) (7)(C) : -- and I want you to look at  
 3 this in the big picture way and get on with your wife.  
 4 We don't know what's going to happen.  
 5 We'll talk, you've got our card.  
 6 C.W.O. WARE: Yes, sir.  
 7 (b) (7)(C) If you're overwhelmed, reach  
 8 out.  
 9 C.W.O. WARE: Yes, sir.  
 10 (b) (7)(C) Okay. All right.  
 11 C.W.O. WARE: Okay.  
 12 (b) (7)(C) No, I'm, I'm done.  
 13 Like I told you before, I understand it's  
 14 hard because it's all you know is the military,  
 15 really, but the military -- the military, your career  
 16 doesn't define you as a person. What you do and how  
 17 you do --  
 18 C.W.O. WARE: Yes, sir.  
 19 (b) (7)(C) -- you deal with the people  
 20 that love you is what defines you, okay.  
 21 C.W.O. WARE: Yes, sir.  
 22 (b) (7)(C) Like I said, even, even  
 23 without this, you're going to retire in a few days,  
 24 you're going to ride into the sunset and here in a few  
 25 years, know what, you know, that's just the way it

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1 goes. It's the nature of --  
 2 C.W.O. WARE: Yes, sir.  
 3 (b) (7)(C) : -- of the beast of an  
 4 organization that we work for.  
 5 (b) (7)(C) The Navy's bigger than all of  
 6 us and will be going long after we're gone.  
 7 (b) (7)(C) : And it will live on, and it  
 8 will live on without us, you know, so.  
 9 C.W.O. WARE: So does my, does legal hold  
 10 happen? My ceremony stops or do I have --  
 11 (b) (7)(C) : We don't know, we don't know.  
 12 A(b) (7)(C) : No, no, that's --  
 13 C.W.O. WARE: That's on Monday, the 10th.  
 14 (b) (7)(C) Yeah.  
 15 C.W.O. WARE: So I haven't paid for the  
 16 food, but I have the invites and the Admiral and the  
 17 people coming from America.  
 18 (b) (7)(C) Well you, I expect that process  
 19 will at least slow down, okay, so.  
 20 (b) (7)(C) But, but, you said only your  
 21 ceremony is on the 10th?  
 22 C.W.O. WARE: Right.  
 23 (b) (7)(C) Your actual retirement is not  
 24 until --  
 25 C.W.O. WARE: June 1st.

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1 (b) (7)(C) Right.  
 2 C.W.O. WARE: But I start my new job on the  
 3 17th which I finally, I mean I can't tell them I'm  
 4 going through an NIS investigation, but I mean I got  
 5 hired SRF -- well Accu-Tech because of the Federal  
 6 freeze, I lost a new sono job, so I start, instead of  
 7 doing 52 days terminal leave, I got a job starting the  
 8 Monday after I, my ceremony, and so if I have to --  
 9 I'd have to tell them, but I could lose a job, then I  
 10 lose SOFA sponsorship, so I go back to America, I've  
 11 got to leave my kids here because they have no  
 12 citizenship, so that's what I've got to figure out.  
 13 (b) (7)(C) And I know that's a lot on a  
 14 person and, you know, we, we've, we talked to you very  
 15 shortly after we found out about this. This isn't  
 16 something we've been holding on to for awhile, you  
 17 know, so it's not like we were just waiting for you to  
 18 retire to jump out and grab you, right. No. I know  
 19 the timing's not good for you. Timing is, we're all  
 20 playing the cards we've been dealt.  
 21 C.W.O. WARE: Yes, sir.  
 22 (b) (7)(C) And what --  
 23 (b) (7)(C) Trust me, like I don't, I don't  
 24 really want to be talking to you about this because  
 25 we're shipmates.

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1 C.W.O. WARE: Right.  
 2 (b) (7)(C) Roger, you know, but it, this  
 3 is, these are the cards that have been dealt, we've  
 4 got to play them the best we can.  
 5 (b) (7)(C) And we'll, something I can  
 6 tell you is that we're going to push it up the flag  
 7 pole, our flag pole as fast as possible so that if  
 8 anything is going to be held up, you can, you know,  
 9 your command would have to notify you, they can do it,  
 10 you know, sooner rather than later.  
 11 C.W.O. WARE: Uh-huh.  
 12 (b) (7)(C) But we don't have the  
 13 decision-making authority for --  
 14 (b) (7)(C) We're not, we, this is not our,  
 15 this is not our investigation --  
 16 (b) (7)(C) And you --  
 17 (b) (7)(C) -- probably as you already  
 18 know, this is part of a very large investigation --  
 19 C.W.O. WARE: Certainly.  
 20 (b) (7)(C) -- and any decisions that are  
 21 made regarding stuff like that are done for this  
 22 particular investigation even outside of the local  
 23 chain of command.  
 24 C.W.O. WARE: Yeah.  
 25 (b) (7)(C) This is all, you know, way

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1 above any of our, anybody here and everybody in  
2 Yokosuka's paper, really.  
3 C.W.O. WARE: Right.  
4 (b) (7)(C) So.  
5 C.W.O. WARE: Would there, would I have to  
6 go back to America you think if that's --  
7 (b) (7)(C) I don't know.  
8 C.W.O. WARE: --(inaudible) an option?  
9 (b) (7)(C) I don't know, I, I foresee over  
10 the next couple of days hopefully we'll have  
11 additional clarification on, you know, we're going to  
12 report back what you told us, right.  
13 So hopefully they'll make a decision about  
14 you as, and take into consideration your status. I  
15 can't guarantee that because I'm not going to be the  
16 one making the decision.  
17 C.W.O. WARE: Right.  
18 (b) (7)(C) I can only communicate where  
19 you're at and what you've said.  
20 C.W.O. WARE: Okay.  
21 (b) (7)(C) Which I will do, which we will  
22 do, you know.  
23 C.W.O. WARE: Yes, sir.  
24 (b) (7)(C) And I'll, I'll make -- I mean I  
25 have already told them that you're retiring, because

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1 when we last talked you were having issues with your  
2 foot.  
3 C.W.O. WARE: Yeah.  
4 (b) (7)(C) And I know you were planning on  
5 retiring.  
6 C.W.O. WARE: Yes, sir.  
7 (b) (7)(C) And I said hey, this fellow,  
8 he's getting out.  
9 (b) (7)(C) You know, literally just  
10 found out a couple days ago.  
11 (b) (7)(C) Yeah, yeah.  
12 (b) (7)(C) And when I mentioned it to  
13 him he said, he goes oh, I know exactly who it is.  
14 (b) (7)(C) I thought you were gone  
15 already, frankly, you know.  
16 C.W.O. WARE: So should I be ready to go to  
17 the SUPPO, go to the Captain and then call the club  
18 and postpone this ceremony or --  
19 (b) (7)(C) That, that's going to be  
20 something you're going to have to -- I can't, you  
21 know.  
22 C.W.O. WARE: Okay.  
23 (b) (7)(C) I can't tell you that.  
24 C.W.O. WARE: Right. Right.  
25 (b) (7)(C) That's a decision you're going

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1 to have to make. I'm telling you this is not going  
2 away when you walk out of here.  
3 C.W.O. WARE: Right. Right.  
4 (b) (7)(C) But at the same time, we don't  
5 know what's going to happen.  
6 C.W.O. WARE: Okay.  
7 (b) (7)(C) We're going to try to push for  
8 them to make a decision, but we don't control what  
9 that decision's going to be.  
10 C.W.O. WARE: Right. Can I ask you what  
11 some of the decisions could be, I guess?  
12 (b) (7)(C) Well, you know --  
13 C.W.O. WARE: Or fear just ask it, what's  
14 the worst case that can happen and --  
15 (b) (7)(C) Like, like in any other  
16 investigation, you've got the full spectrum, right,  
17 you've got everything from they decide not to do  
18 anything, they say hey, you know, we're, we've got  
19 bigger fish to fry, you know, to say it like that, and  
20 beside we're not going to do anything, we're going to  
21 let him retire and ride into the sunset to, you know,  
22 he, the --  
23 (b) (7)(C) Well the charge is bribery.  
24 (b) (7)(C) Worst case scenario is --  
25 (b) (7)(C) You could be charged --

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1 (b) (7)(C) : Yeah.  
2 (b) (7)(C) -- charged with bribery.  
3 (b) (7)(C) Yeah, worst case scenario,  
4 you'll be charged with bribery in Federal Court back  
5 in the States.  
6 C.W.O. WARE: And what is the worst case for  
7 that, I mean I'm just trying to --  
8 (b) (7)(C) That's just --  
9 (b) (7)(C) Oh, oh, I don't, I don't, I  
10 mean I don't know what the penalty is.  
11 C.W.O. WARE: Is it jail time, is it losing  
12 retirement? Is it, I'm just trying to --  
13 (b) (7)(C) That, that --  
14 (b) (7)(C) -- and your experience.  
15 (b) (7)(C) See that, that, so that, see  
16 a lot of that rests -- if it goes to Federal Court, it  
17 rests on the authority of, of the Judge at that  
18 particular time and any negotiations that occur.  
19 (b) (7)(C) Well they have a rubric --  
20 (b) (7)(C) If it's, you know.  
21 (b) (7)(C) -- they look at, you know, is  
22 he cooperative.  
23 (b) (7)(C) Yeah.  
24 (b) (7)(C) Is he, is he being truthful, I  
25 mean like we don't control any of that.

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1 C.W.O. WARE: No, I'm just trying to -- I  
 2 know my wife's going to ask me what's your worst case.  
 3 Will I have to leave my family and will I be able to  
 4 retire, can they take it away, do you get busted to an  
 5 E1, I mean I've seen all these stories, I just didn't  
 6 know what I tell the family.  
 7 (b) (7)(C) Yeah, see, but it's very  
 8 difficult to come up with a --  
 9 C.W.O. WARE: A scenario?  
 10 (b) (7)(C) You know, with a, you know, a  
 11 guess of what could potentially occur, you know.  
 12 C.W.O. WARE: But I could go, my worst case  
 13 I'd have to leave Japan and go to Federal Court,  
 14 that's kind of the worst case.  
 15 (b) (7)(C) That is the worst case, yes.  
 16 (b) (7)(C) That is the worst case, yes.  
 17 C.W.O. WARE: Because I wouldn't be able to  
 18 come back to Japan, I don't think.  
 19 (b) (7)(C) We don't know.  
 20 (b) (7)(C) I don't know about that.  
 21 C.W.O. WARE: Yeah, I'm just saying, my  
 22 (b) (7)(C) We would not, you know --  
 23 C.W.O. WARE: Because I wouldn't --  
 24 (b) (7)(C) Just because you're charged  
 25 doesn't mean you're going to be convicted.

1 C.W.O. WARE: Yeah.  
 2 (b) (7)(C) You know, I mean like, so we  
 3 don't, none of us, I mean like we can talk about it  
 4 for another two hours --  
 5 C.W.O. WARE: I understand, I understand.  
 6 (b) (7)(C) -- and none of us can  
 7 actually --  
 8 (b) (7)(C) Yeah, we're just speculating  
 9 at that point.  
 10 C.W.O. WARE: Yeah, I don't want to do that.  
 11 (b) (7)(C) It would be like I can't, I  
 12 would love to be able to tell you this is the least  
 13 case scenario and this is the absolute worst case  
 14 scenario.  
 15 C.W.O. WARE: I understand that.  
 16 (b) (7)(C) But it doesn't, it doesn't  
 17 really --  
 18 (b) (7)(C) And the spectrum is so big  
 19 that you have so many different options in the middle.  
 20 C.W.O. WARE: Right.  
 21 (b) (7)(C) You know, we're not talking,  
 22 so it's a little bit different when you tell someone  
 23 well worst case scenario, you go to NJP, best case  
 24 scenario, nothing happens.  
 25 C.W.O. WARE: Yeah.

1 (b) (7)(C) Right. The spectrum's really  
 2 small, it's very, very little wiggle room.  
 3 The spectrum here is so big it's, you know,  
 4 you can what if it every different way --  
 5 (b) (7)(C) You know, and I can't -- we  
 6 can't promise --  
 7 (b) (7)(C) -- and come up with a  
 8 different idea.  
 9 (b) (7)(C) -- anything but what did I tell  
 10 you, hey, we're going to walk out of here. I'm going  
 11 to communicate to, you know, you've had 30 years in  
 12 the Navy and for everything I've seen serving  
 13 together, you know, until this day I had no reason to  
 14 think you were anything other than a fantastic Naval  
 15 Officer.  
 16 C.W.O. WARE: Yes, sir.  
 17 (b) (7)(C) So you've got, you've got a  
 18 good career behind you, you're a good person and, you  
 19 know, you've said a lot of things that I have no  
 20 reason to doubt and we're going to verify them and if  
 21 they are true, that's another thing we can say.  
 22 C.W.O. WARE: Yes, sir.  
 23 (b) (7)(C) Hey, you know what, Brian Ware  
 24 came in here, he told us exactly how it happened, he  
 25 didn't leave anything out, he didn't sugar coat it.

1 He's told the truth, you know. He did what he did,  
 2 but he's taking responsibility for his actions and I  
 3 think that, you know, I would like to think that  
 4 counts for something.  
 5 C.W.O. WARE: Yes, sir.  
 6 (b) (7)(C) But we're not the persons that  
 7 decides.  
 8 C.W.O. WARE: Right.  
 9 (b) (7)(C) And we can't tell you that.  
 10 C.W.O. WARE: I guess then I won't -- let me  
 11 ask the last question, I know you can't answer it, but  
 12 the two days, the April 10th retirement ceremony and  
 13 the 17th's the new job, do you, do they, who tells me  
 14 that they get squashed, do you know, or is that the  
 15 Captain?  
 16 (b) (7)(C) Well I think, I think you could  
 17 expect a temporary hold at least until they figure out  
 18 the way --  
 19 (b) (7)(C) (C)  
 20 I mean that's --  
 21 (b) (7)(C) And I think, if I'm not  
 22 mistaken, it's the, it's not our responsibility, I  
 23 think it's the responsibility of the command if, if  
 24 they have to do, to put you on the hold or whatever,  
 25 they, they have to notify you, right, that just --



1 right, this happened and the last day they say hey,  
 2 you've got to come into work tomorrow again, you know,  
 3 they've got to, because I know there's some paperwork  
 4 requirements that they have to do on their end.  
 5 C.W.O. WARE: I guess the SUPPO on Friday,  
 6 Monday and ask the skipper, I'm pretty sure the  
 7 skipper knows, do I cancel the ceremony or not,  
 8 because I know it's not your issue.  
 9 (b) (7)(C) No, but I think, I think you're  
 10 right to sit down and talk to them and come up with a  
 11 plan, because obviously you don't want to spend a lot  
 12 of time and energy on something that is going to be  
 13 delayed for a little bit or, you know, maybe in light  
 14 of circumstances you might want to handle it in a  
 15 different way.  
 16 I'm not saying that you should, but I  
 17 understand your concern.  
 18 C.W.O. WARE: If I don't have the ceremony,  
 19 I probably won't have one because it will be, it's  
 20 just, you know, the people flying in won't be able to  
 21 come back, but I just want to make that call and make  
 22 that --  
 23 (b) (7)(C) I understand that, I --  
 24 C.W.O. WARE: And then the second, the  
 25 second job, do I tell them I got an investigation or

1 and I told her no Facebook, don't talk about it.  
 2 (b) (7)(C) : But then, you know, I mean, you  
 3 know, also we talked about social workers, Chaplains,  
 4 medical professionals.  
 5 I realize -- if the stress gets too much, I  
 6 would encourage you to talk to them, not about the  
 7 details of the case, but about the stress that you're  
 8 going under if that's necessary for you.  
 9 C.W.O. WARE: Okay.  
 10 (b) (7)(C) Okay.  
 11 C.W.O. WARE: Yes, sir.  
 12 (b) (7)(C) All right. So I don't have  
 13 anything else.  
 14 (b) (7)(C) : No. Me neither.  
 15 Have you got anything else for us?  
 16 (b) (7)(C) Do you have any --  
 17 (End Audio file 3. Begin Audio file 4)  
 18 (b) (7)(C) Any conversations with Neil or  
 19 anyone else from Glenn Marine on your personal  
 20 E-mails --  
 21 C.W.O. WARE: No, nothing.  
 22 (b) (7)(C) -- on, on any kind of social  
 23 media?  
 24 C.W.O. WARE: No, no.  
 25 (b) (7)(C) Facebook?

1 do I --  
 2 A(b) (7)(C) : Well --  
 3 (b) (7)(C) I think you should discuss that  
 4 with your command and think about it. I mean like we  
 5 are, I mean --  
 6 C.W.O. WARE: I'm going to go home to my  
 7 Japanese wife, so, she's not going to have a lot for  
 8 me, so I apologize for all the questions.  
 9 (b) (7)(C) No.  
 10 (b) (7)(C) No.  
 11 C.W.O. WARE: I don't know who else to talk  
 12 to, really, because when I go home it's me and her,  
 13 she's going to be upset, so. I probably, I might call  
 14 the SUPPO then and go to his house this weekend and  
 15 talk to him a little bit, but --  
 16 (b) (7)(C) I would encourage you not to  
 17 discuss this case outside of your chain of command.  
 18 C.W.O. WARE: Yeah, only the SUPPO.  
 19 (b) (7)(C) It's not going to, it's not  
 20 going to help.  
 21 C.W.O. WARE: No, only the SUPPO, only  
 22 person I'll talk to.  
 23 (b) (7)(C) Okay. I mean I know you're  
 24 going to talk to your wife.  
 25 C.W.O. WARE: And my wife, and that's it,

1 C.W.O. WARE: No.  
 2 (b) (7)(C) : Twitter, anything like that?  
 3 C.W.O. WARE: No, sir.  
 4 (b) (7)(C) So everything is going to be  
 5 on --  
 6 C.W.O. WARE: Blue Ridge.  
 7 (b) (7)(C) : -- on the Blue Ridge --  
 8 C.W.O. WARE: Yes, sir.  
 9 (b) (7)(C) -- E-mails? Okay.  
 10 C.W.O. WARE: Okay.  
 11 (b) (7)(C) Have you got the phone number  
 12 for the escort?  
 13 (b) (7)(C) Yeah. I'm doubting that he's  
 14 still sitting there.  
 15 (Whereupon the interview was  
 16 concluded)  
 17  
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\*Transcript changed via revisions received after typing from NCIS Office.

S/ Monica Voorhees  
MONICA VOORHEES  
Transcriber



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NAVY-MARINE CORPS TRIAL JUDICIARY  
CENTRAL JUDICIAL CIRCUIT  
GENERAL COURT-MARTIAL

U N I T E D S T A T E S

v.

BRIAN T. WARE  
CWO4 USN

TRIAL MANAGEMENT ORDER  
29 AUG 17

1. **Trial Dates and Milestones.** The following are due on or before 2359 on the ordered date:

- |   |                        |
|---|------------------------|
| a. Arraignment (and appointment of victim's designee if applicable) | 25 OCT 17 <sup>i</sup> |
| b. Defense request for discovery                                    | 7 SEP 17               |
| c. Government disclosure obligations <sup>ii</sup>                  | 14 SEP 17              |
| d. Defense reciprocal disclosure obligations <sup>iii</sup>         | 20 SEP 17              |
| e. Defense expert consultant request                                | 20 SEP 17              |
| f. Government response to Defense expert consultant request         | 2 OCT 17               |
| g. Government notices pursuant to M.R.E. 404(b), 413(b), 414(b)     | 2 OCT 17               |
| h. Defense witness request <sup>iv</sup>                            | 2 OCT 17               |
| i. Government response to Defense witness request                   | 9 OCT 17               |
| j. Motions filed and notice pursuant to M.R.E. 412 <sup>v</sup> *   | 16 OCT 17              |
| k. Responses to motions*  | 23 OCT 17              |
| l. <b>Article 39(a)</b>   | <b>25 OCT 17</b>       |
| m. Written notice of certain defenses <sup>vi</sup>                 | 25 OCT 17              |
| n. Motions filed (second session, if necessary)*                    | 29 NOV 17              |
| o. Responses to motions (second session, if necessary)*             | 6 DEC 17               |
| p. <b>Article 39(a) (second session, if necessary)</b>              | <b>13 DEC 17</b>       |
| q. Written notice of pleas and forum <sup>vii</sup> *               | TBD                    |
| r. Final pretrial matters <sup>viii</sup> *                         | TBD                    |
| s. <b>Trial Dates at Naval Station Norfolk</b>                      | <b>TBD</b>             |


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Appended Page 13

2. **Timeliness.** A party shall seek leave of court to make a notice of filing after the ordered milestone or the written pleading shall include an explanation for good cause. If a continuance is necessary, counsel will seek relief as soon as possible.

3. **Victims' Legal Counsel (VLC) and other Non-Party Counsel.** VLC and other non-party counsel shall file a notice of appearance with the court, stating the court circuit, applicable case caption, name of the respective client (using initials only if the client is a minor), and name, rank, address, phone number and email address of the counsel. The notice shall contain a brief statement as to the qualifications to practice and oath status of the counsel. The notice must be served on all parties, and prior to any 39(a) session at which the VLC desires to be heard. VLC and other non-party counsel's appearance and filings must be filed in accordance with this Order's milestones, including responses to motions upon which the counsel desires to be heard, and in consideration of the Circuit Rules. Failure to comply with this Order will constitute waiver by the VLC or other non-party counsel's right to be heard, subject to a good cause determination by the Court.

So **ORDERED** this 29<sup>th</sup> day of August, 2017.

  
ROBERT P. MONAHAN, JR.  
CDR, JAGC, USN  
Circuit Military Judge

\*Filed with the Clerk of Court and served on counsel consistent with the NMCTJ Uniform Rules. Trial counsel is responsible for service upon named victims in the absence of a victims' legal counsel where such service is necessary.

<sup>i</sup> All times are Eastern standard time. **Defense specifically consents to the arraignment occurring on 25 October 2017 and agrees that all delay from the date of signing of this order until the date of arraignment is excludable for the purposes of R.C.M. 707 and Article 10, UCMJ.**

<sup>ii</sup> Discovery obligations are continuous. R.C.M. 701 & 703 disclosures: papers accompanying the referred charges; convening and amending orders; statements in the possession of the trial counsel; names and addresses/contact information of witnesses the trial counsel intends to call in the prosecution's case-in-chief and to rebut certain defenses when notified; notice of records of prior convictions of the accused to be offered on the merits; sentencing information when required; and evidence that is favorable to the defense; notice of any immunity or leniency to prosecution witnesses (M.R.E. 301(c)(2)). Disclosure of evidence seized from or the property of the accused, if any (M.R.E. 311(d)(1)). Disclosure of evidence of prior identification of the accused, if any (M.R.E. 321(c)(1)). Disclosure of relevant statements made by the accused, if any, is required prior to arraignment (M.R.E. 304(d)(1)).

<sup>iii</sup> Discovery obligations are continuous. Upon request of trial counsel, the defense shall permit the trial counsel to inspect the documents, tangible objects and relevant reports prepared by expert witnesses that it intends to introduce as evidence in its case in chief or of relevant reports prepared by expert witnesses the defense intends to call at trial upon Government compliance with such requests made by the defense. (R.C.M. 701 (b)(3)&(4)).

<sup>iv</sup> A proper witness request includes a synopsis of expected testimony sufficient to show its relevance and necessity on the merits or that a witness' personal appearance is necessary on sentencing. (R.C.M. 703(c)(2)(B)).

<sup>v</sup> Counsel should strive to litigate all ripe motions at the first motions date, including those required for M.R.E. 412, allegations of errors in the Article 32, preferral and referral process, appointment of expert consultants, witness production, and discovery.

<sup>vi</sup> Particulars of defenses of alibi, innocent ingestion, lack of mental responsibility, or the defense's intent to introduce expert testimony as to the accused's mental condition. (R.C.M. 701(b)(2)).

<sup>vii</sup> Note that forum selections of judge alone or members with enlisted representation must be personally signed by the accused or declared on the record.

Appellate Exhibit I  
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<sup>viii</sup> Member questionnaires, requests for judicial notice, voir dire, combined witness list with units, company sized unit, proposed instructions, cleansed charge sheet, findings and sentencing worksheets, and any motions for preadmission of evidence. Notice will be provided to the Court and opposing counsel when a party intends the use of electronic media or to take testimony by telephone or video-conferencing.

NAVY-MARINE CORPS TRIAL JUDICIARY  
CENTRAL JUDICIAL CIRCUIT  
GENERAL COURT-MARTIAL

U N I T E D S T A T E S

v.

BRIAN T. WARE

CWO4

USN

TRIAL MANAGEMENT ORDER

23 OCT 17

1. **Trial Dates and Milestones.** The following are due on or before 2359 on the ordered date:

- a. **Arraignment (and appointment of victim's designee if applicable)** 10 JAN 18<sup>i</sup>
- b. Defense request for discovery 7 SEP 17
- c. Government disclosure obligations<sup>ii</sup> 3 NOV 17
- d. Defense reciprocal disclosure obligations<sup>iii</sup> 20 SEP 17
- e. Defense expert consultant request 21 NOV 17
- f. Government response to Defense expert consultant request 29 NOV 17
- g. Government notices pursuant to M.R.E. 404(b), 413(b), 414(b) 17 NOV 17
- h. Defense witness request<sup>iv</sup> 29 NOV 17
- i. Government response to Defense witness request 6 DEC 17
- j. Motions filed and notice pursuant to M.R.E. 412<sup>v\*</sup> 13 DEC 17
- k. Responses to motions\* 20 DEC 17
- l. **Article 39(a)** 10 JAN 18
- m. Written notice of certain defenses<sup>vi</sup> 29 NOV 17
- n. Motions filed (second session, if necessary)\* 1 FEB 17
- o. Responses to motions (second session, if necessary)\* 8 FEB 17
- p. **Article 39(a) (second session, if necessary)** 21 FEB 17
- q. Written notice of pleas and forum<sup>vii\*</sup> 19 FEB 17
- r. Final pretrial matters<sup>viii\*</sup> 12 MAR 18
- s. **Trial Dates at Naval Station Norfolk** 19-23 MAR 18

Appellate Exhibit 11  
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Appendix page 13.

2. **Timeliness.** A party shall seek leave of court to make a notice or filing after the ordered milestone or the written pleading shall include an explanation for good cause. If a continuance is necessary, counsel will seek relief as soon as possible.

3. **Victims' Legal Counsel (VLC) and other Non-Party Counsel.** VLC and other non-party counsel shall file a notice of appearance with the court, stating the court circuit, applicable case caption, name of the respective client (using initials only if the client is a minor), and name, rank, address, phone number and email address of the counsel. The notice shall contain a brief statement as to the qualifications to practice and oath status of the counsel. The notice must be served on all parties, and prior to any 39(a) session at which the VLC desires to be heard. VLC and other non-party counsel's appearance and filings must be filed in accordance with this Order's milestones, including responses to motions upon which the counsel desires to be heard, and in consideration of the Circuit Rules. Failure to comply with this Order will constitute waiver by the VLC or other non-party counsel's right to be heard, subject to a good cause determination by the Court.

So ORDERED this 23<sup>rd</sup> day of October, 2017.

Deborah Sue Mayes  
Military Judge

\*Filed with the Clerk of Court and served on counsel consistent with the NMCTJ Uniform Rules. Trial counsel is responsible for service upon named victims in the absence of a victims' legal counsel where such service is necessary.

<sup>i</sup> All times are Eastern standard time. Defense specifically consents to the arraignment occurring on 10 January 2018 and agrees that all delay from the date of signing of this order until the date of arraignment is excludable for the purposes of R.C.M. 707 and Article 10, UCMJ. A previous order excluded delay until the arraignment date set on 25 October 2017, which is hereby continued to 10 January 2018.

<sup>ii</sup> Discovery obligations are continuous. R.C.M. 701 & 703 disclosures: papers accompanying the referred charges; convening and amending orders; statements in the possession of the trial counsel; names and addresses/contact information of witnesses the trial counsel intends to call in the prosecution's case-in-chief and to rebut certain defenses when notified; notice of records of prior convictions of the accused to be offered on the merits; sentencing information when required; and evidence that is favorable to the defense; notice of any immunity or leniency to prosecution witnesses (M.R.E. 301(c)(2)). Disclosure of evidence seized from or the property of the accused, if any (M.R.E. 311(d)(1)). Disclosure of evidence of prior identification of the accused, if any (M.R.E. 321(c)(1)). Disclosure of relevant statements made by the accused, if any, is required prior to arraignment (M.R.E. 304(d)(1)).

<sup>iii</sup> Discovery obligations are continuous. Upon request of trial counsel, the defense shall permit the trial counsel to inspect the documents, tangible objects and relevant reports prepared by expert witnesses that it intends to introduce as evidence in its case in chief or of relevant reports prepared by expert witnesses the defense intends to call at trial upon Government compliance with such requests made by the defense. (R.C.M. 701 (b)(3)&(4)).

<sup>iv</sup> A proper witness request includes a synopsis of expected testimony sufficient to show its relevance and necessity on the merits or that a witness' personal appearance is necessary on sentencing. (R.C.M. 703(c)(2)(B)).

<sup>v</sup> Counsel should strive to litigate all ripe motions at the first motions date, including those required for M.R.E. 412, allegations of errors in the Article 32, referral and referral process, appointment of expert consultants, witness production, and discovery.

<sup>vi</sup> Particulars of defenses of alibi, innocent ingestion, lack of mental responsibility, or the defense's intent to introduce expert testimony as to the accused's mental condition. (R.C.M. 701(b)(2)).

<sup>vii</sup> Note that forum selections of judge alone or members with enlisted representation must be personally signed by the accused or declared on the record.

<sup>viii</sup> Member questionnaires, requests for judicial notice, voir dire, combined witness list with units, company sized unit, proposed instructions, cleansed charge sheet, findings and sentencing worksheets, and any motions for

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Appendix page 13



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preadmission of evidence. Notice will be provided to the Court and opposing counsel when a party intends the use of electronic media or to take testimony by telephone or video-conferencing.

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- a. I fail to plead guilty as set forth in this agreement;
- b. The Court refuses to accept any of my pleas of guilty;
- c. The Court sets aside any of my pleas of guilty for any reason (including upon my request) before a sentence is announced;
- d. I fail to satisfy any material term of this agreement; or
- e. I fail to plead guilty as required by this agreement at a rehearing, should one occur.

7. I understand that if this agreement becomes null and void, then my offer to plead guilty and to enter into this agreement cannot be used against me in any way to prove whether I am guilty or not guilty of the charges alleged against me at this court-martial. In this regard, the offer to plead guilty includes any statement or proffer made in the course of plea discussions with the convening authority or any counsel for the Government, whether in oral or in a written form.

8. Specially-Negotiated Provisions. As consideration for this agreement and after having fully discussed the issue with my defense counsel:

a. I agree to request and to elect trial and sentencing by military judge alone, and I waive my right to a trial by members.

b. I agree to not request, at Government expense, the presence of any witness located more than 50 miles from the court-martial location. This provision does not interfere with my ability to present an effective case in extenuation and mitigation. If I have further material to present, I intend to use alternative means to present this material.

c. The Government and I agree to not object to the Court receiving telephonic testimony in lieu of live testimony offered during the sentencing proceeding. This provision does not preclude objections to the content of the testimony offered.

d. The Government and I agree to not object to relevant service record documents, relevant command investigation materials, relevant Naval Criminal Investigative Service (NCIS) or Defense Criminal Investigative Service (DCIS) evidentiary material, relevant documents offered by the defense in extenuation and mitigation, or relevant documents offered by the Government in aggravation to include written, audio, or videotaped statements or telephonic testimony of any relevant witness being offered by either party in the presentencing phase of the trial on the basis of foundation, hearsay, lack of confrontation, or authenticity. Each party will provide the other party final witness and exhibit lists covered by this paragraph at least five (5) calendar days prior to the scheduled presentencing proceeding. This provision does not interfere with my ability to present an effective and complete case in extenuation and mitigation.

e. I offer and am fully prepared to go to trial no later than 10 January 2018. I understand that this agreement will not be deemed to have been breached if the Government is unprepared or the judiciary cannot schedule the trial by that date.



f. I agree to waive any benefit of inquiry and/or retirement grade determination board that is based on any act or omission reflected in the charges and specifications that are the subject of this agreement. I understand that any administrative discharge will be characterized in accordance with service regulations and may be under other-than-honorable conditions. I fully understand the nature and purpose of an administrative discharge board and the rights that I would have at such a Board. I further agree to waive my right to any administrative process designed to recommend the rank at which I should be allowed to retire or my characterization of service.

g. I specifically agree to waive all motions except those that are otherwise non-waivable pursuant to R.C.M. 705(c)(1)(B).

h. I agree to enter into the Stipulation of Fact contained in Prosecution Exhibit #1 for use by the military judge during the providence inquiry and during the pre-sentencing proceeding. I have reviewed the stipulation completely, agree the facts therein are true and admissible, and have no objections.

i. If I am provided a grant of testimonial immunity, I agree to testify truthfully if called as a witness in any proceeding convened by Commander, U. S. Fleet Forces involving a Navy member accused of misconduct relating to the Glenn Defense Marine Asia investigation until two (2) years after the date of my sentencing. I further agree this cooperation will include pre-trial preparation interviews by trial and defense counsel involved in any cases in which my immunized testimony will be used. I further agree to submit to any interview by DCIS or NCIS involving Glenn Defense Marine Asia and fully and truthfully cooperate with DCIS or NCIS until six (6) months after the date of my sentencing. I understand that failure to cooperate on my part constitutes a material breach of this pretrial agreement. The Government agrees to make all reasonable efforts to coordinate in advance, fund, and obtain the physical presence of my military counsel at all proceedings where I am required to participate, whether to interview or testify. If reasonable efforts fail or scheduling conflicts prevent my military counsel from physically attending one of these events, the Government retains the right to go forward on the date of the scheduled event. I understand I will be allowed to contact my military counsel in that event should the need arise.

j. By signing this agreement, the convening authority specifically agrees to forward my retirement request via official correspondence. The convening authority agrees to positively endorse my retirement request, recommending that I be retired and receive retired pay, and recommending that I be retired in the paygrade deemed appropriate by the Secretary of the Navy. I understand that my retirement grade and characterization of service will be determined by the Secretary of the Navy and that the convening authority's recommendation is not binding on the Secretary of the Navy.

9. Notification Provisions. My defense counsel have advised me of the following potential consequences of my pleas of guilty and resultant convictions:

a. I may be precluded from the ownership, receipt, or transport of any firearm that has been transported in interstate or foreign commerce under 18 U.S.C. § 922(g).



b. Any punitive discharge that is adjudged and ultimately approved in my case may adversely affect my ability to receive retirement pay and any and all other veterans benefits accrued as a result of my military service.

c. The Secretary of the Navy has the final determination as to whether my request to be transferred to the retired list is approved, in what paygrade I am authorized to retire, and the characterization of my service. My counsel have explained to me all of the effects and consequences of this.

**PLEAS OF THE ACCUSED**

<b>Charge I: Violation of Article 92, UCMJ</b>	<b>GUILTY</b>
Specification 1 (Violation of a Lawful Order): In that Chief Warrant Officer Four Brian T. Ware, U.S. Navy, USS RONALD REAGAN (CVN-76), on active duty, did, having knowledge of a lawful order issued by the Secretary of Defense, to wit: Paragraph 2-100 of the Joint Ethics Regulation, Department of Defense 5500.07R, as implemented by Department of Defense Directive 5500.07, dated 9 November 2007, an order which it was his duty to obey, at or near Singapore, on or about 17 May 2012, fail to obey the same by wrongfully accepting a gift of a value exceeding permissible limits from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, a prohibited source, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson, in the form of lodging, transportation, and the use of a cellular phone.	<b>GUILTY</b>
Specification 2 (Violation of a Lawful Order): In that Chief Warrant Officer Four Brian T. Ware, U.S. Navy, USS RONALD REAGAN (CVN-76), on active duty, did, having knowledge of a lawful order issued by the Secretary of Defense, to wit: Paragraph 2-100 of the Joint Ethics Regulation, Department of Defense 5500.07R, as implemented by Department of Defense Directive 5500.07, dated 9 November 2007, an order which it was his duty to obey, at or near Pattaya, Thailand and Bangkok, Thailand, from on or about 25 May 2012 to on or about 28 May 2012, fail to obey the same by wrongfully accepting a gift of a value exceeding permissible limits from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, a prohibited source, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson, in the form of lodging, transportation, and the use of a cellular phone.	<b>GUILTY</b>
Specification 3 (Violation of a Lawful Order): In that Chief Warrant Officer Four Brian T. Ware, U.S. Navy, USS RONALD REAGAN (CVN-76), on active duty, did, having knowledge of a lawful order issued by the Secretary of Defense, to wit: Paragraph 2-100 of the Joint Ethics Regulation, Department of Defense 5500.07R, as implemented by Department of Defense Directive 5500.07, dated 9 November 2007, an order which it was his duty to obey, at or near Brisbane, Australia, on or about 29 July 2013, fail to obey the same by wrongfully accepting a gift of a value	<b>GUILTY</b>



exceeding permissible limits from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, a prohibited source, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson, in the form of lodging, transportation, and the use of a cellular phone.

Specification 4 (Violation of a Lawful Order): In that Chief Warrant Officer Four Brian T. Ware, U.S. Navy, USS RONALD REAGAN (CVN-76), on active duty, did, having knowledge of a lawful order issued by the Secretary of Defense, to wit: Paragraph 2-100 of the Joint Ethics Regulation, Department of Defense 5500.07R, as implemented by Department of Defense Directive 5500.07, dated 9 November 2007, an order which it was his duty to obey, in the Seventh Fleet Area of Operations, on divers occasions from about April 2010 to about September 2013, fail to obey the same by wrongfully soliciting and accepting gifts of a value exceeding permissible limits from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, a prohibited source, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson, in the form of requesting lodging, transportation, and the use of a cellular phone, which arrangements were paid for by representatives of Glenn Defense Marine Asia.

**GUILTY**

**Charge II: Violation of Article 134, UCMJ**

Specification 1 (Graft): In that Chief Warrant Officer Four Brian T. Ware, U.S. Navy, USS RONALD REAGAN (CVN-76), on active duty, did, being at the time the Food Service Officer for USS BLUE RIDGE, onboard USS BLUE RIDGE and while deployed in the Seventh Fleet Area of Operations, on divers occasions from about April 2010 to about December 2012, wrongfully receive from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson, gifts of lodging, transportation, and the use of cellular phones, constituting a total gift value of over \$1,000.00, in recognition of services rendered and to be rendered by him in relation to an official matter in which the United States was and is interested, to wit: the accurate and non-fraudulent contracting of the U.S. Navy for the purchase of supplies including, but not limited to, food products for the USS BLUE RIDGE while transiting in and around the Seventh Fleet Area of Operations and making port visits within the Seventh Fleet Area of Operations, such conduct being of a nature to bring discredit upon the armed forces.

**GUILTY**

**GUILTY**

Specification 2 (Graft): In that Chief Warrant Officer Four Brian T. Ware, U.S. Navy, USS RONALD REAGAN (CVN-76), on active duty, did, being at the time the Food Service Officer for USS GEORGE WASHINGTON, onboard USS GEORGE WASHINGTON and while deployed in the Seventh Fleet Area of Operations, on divers occasions from about December 2012 to about September 2013, wrongfully receive from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson, valuable gifts of lodging, transportation, and the use of cellular phones in recognition of services rendered and to be rendered

**GUILTY**

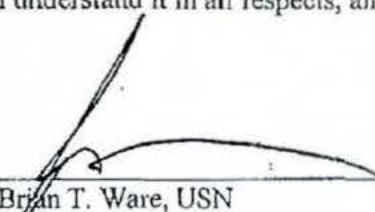


by him in relation to an official matter in which the United States was interested, to wit: the accurate and non-fraudulent contracting of the U.S. Navy for the purchase of supplies including, but not limited to, food products for the USS GEORGE WASHINGTON while transiting in and around the Seventh Fleet Area of Operations and making port visits within the Seventh Fleet Area of Operations, such conduct being of a nature to bring discredit upon the armed forces.


SIGNATURE PAGE

By my signature below I acknowledge that I have read this agreement completely, I have discussed it with my counsel, I understand it in all respects, and I am prepared to abide by its terms.

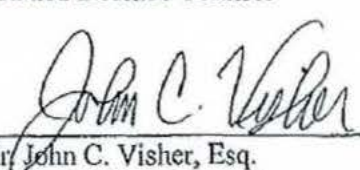
11/16/17  
Date

  
CWO4 Brian T. Ware, USN  
Accused

16 Nov 17  
Date

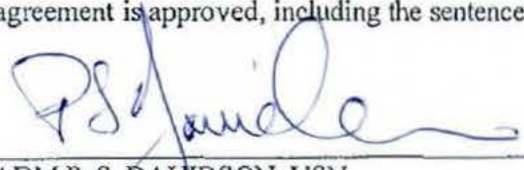
  
LCDR Jeffrey S. Marden, JAGC, USN  
Detailed Defense Counsel

16 NOV 17  
Date

  
Mr. John C. Visher, Esq.  
Civilian Defense Counsel

The foregoing pretrial agreement is approved, including the sentence limitation portion of this agreement.

4 Dec 2017  
Date

  
ADM P. S. DAVIDSON, USN  
Commander, U.S. Fleet Forces Command  
Convening Authority

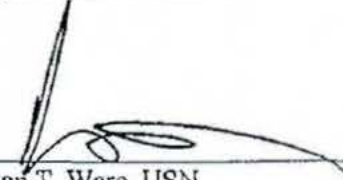




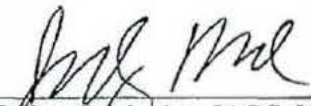
SIGNATURE PAGE

I fully understand, and have discussed with my counsel, how this agreement will affect any sentence that I may be awarded by the court-martial.

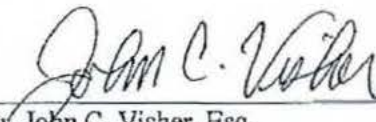
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Date

  
CWO4 Brian T. Ware, USN  
Accused

16 Nov 17  
Date

  
LCDR Jeffrey S. Marden, JAGC, USN  
Detailed Defense Counsel

16 NOV 17  
Date

  
Mr. John C. Visher, Esq.  
Civilian Defense Counsel

The foregoing pretrial agreement is approved, including the sentence limitation portion of this agreement.

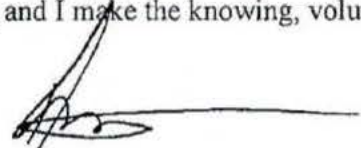
4 Dec 2017  
Date

  
ADM P. S. DAVIDSON, USN  
Commander, U.S. Fleet Forces Command  
Convening Authority

7 Jul 17

From: CWO4 Brian T. Ware, USN  
To: Commander, United States Fleet Forces Command  
Subj: WAIVER OF ARTICLE 32, UCMJ, PRELIMINARY HEARING  
Ref: (a) Article 32, UCMJ  
(b) R.C.M. 405

1. Pursuant to references (a) and (b), I hereby voluntarily waive my right to an Article 32, UCMJ, preliminary hearing for the charges preferred against me on 16 May 2017.
2. I waive the Article 32, UCMJ, preliminary hearing having fully and thoroughly discussed with my defense counsel the charges and specifications and the rights I would have at the hearing, including but not limited to the right to confront witnesses against me and the right to present evidence, including making a statement in any form.
3. I am satisfied with my defense counsel's advice in all respects.
4. I understand that an Article 32, UCMJ, preliminary hearing is an essential requirement under the UCMJ before charges and specifications may be referred to a general court-martial, and that the Navy would be required to fund both my detailed defense counsel's and my travel to Norfolk, Virginia. I understand that by waiving my right to an Article 32, UCMJ, preliminary hearing, there is a possibility, just as there would have been had the hearing occurred, that the charges and specifications preferred against me will be referred to a general court-martial.
5. I am not waiving the Article 32, UCMJ, preliminary hearing pursuant to any agreements with the Government. Pursuant to subsection (k) of reference (b), I understand that I have the right to waive the Article 32, UCMJ, preliminary hearing, and I make the knowing, voluntary, and informed decision to do so.

  
B. T. WARE

APPELLATE EXHIBIT   V    
PAGE   1   OF   1    
APPENDED PAGE   10

NAVY MARINE CORPS TRIAL JUDICIARY  
CENTRAL JUDICIAL CIRCUIT  
GENERAL COURT-MARTIAL

U N I T E D S T A T E S

v.

BRIAN T. WARE

CWO4

USN

MOTION FOR CONTINUANCE

9 JANUARY 2018

1. **Nature of Motion.** Pursuant to Rule for Courts-Martial 906(b)(1), the parties jointly request a continuance of CWO4 Ware's trial from 10 January 2018 to 11 January 2018.

2. **Summary of Facts and Discussion.**

- a. CWO4 Ware is assigned to USS RONALD REAGAN (CVN-77). He is stationed in Yokosuka, Japan. His detailed defense counsel is assigned to Defense Service Office Pacific in Yokosuka, Japan.
- b. On 15 May 2017, charges were preferred against CWO4 Ware. On 24 May 2017, Commander United States Fleet Forces (USFF) appointed an Article 32 Preliminary Hearing Officer and directed a hearing be conducted in Norfolk on 19 June 2017. At defense request, the hearing was continued to 11 July 2017. Trial Counsel provided Defense Counsel with a point of contact at USFF to coordinate Defense Counsel and accused's travel. On 7 July 2017, CWO4 Ware waived his right to an Article 32 hearing. Neither detailed Defense Counsel nor the accused travelled to Norfolk.
- c. On 11 August 2017, USFF referred charges against CWO4 Ware to trial by General Court-Martial. On 23 October 2017, the military judge signed a Trial Management Order docketing the CWO4 Ware case for trial, and setting an Article 39(a) and arraignment date for 10 January 2018.<sup>1</sup>
- d. The parties negotiated a pre-trial agreement, and USFF approved the pre-trial agreement on 4 December 2017.
- e. On 5 December 2017, Trial Counsel informed Defense Counsel USFF approved the pre-trial agreement and indicated Defense Counsel could begin setting up Defense Counsel and the accused's travel through USFF. When Trial Counsel received the signed pre-trial agreement, Trial Counsel sent the signed document to Defense Counsel and wrote, "Fleet

<sup>1</sup> The Circuit Military Judge signed a prior TMO, but the parties negotiated an amended TMO with the Military Judge. The dates of the first TMO are not pertinent to this motion.

Appellate Exhibit VI  
Page 1 of 3

Appended page




Forces will work with [REDACTED] CD R Marden and CWO4 Ware to arrange [REDACTED] travel to Norfolk for a 10 January guilty plea. LCDR Marden, please use the same POC as before.”

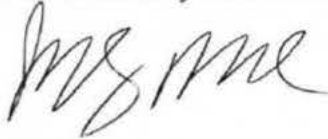
- f. On 6 December 2017, Defense Counsel emailed the cognizant Staff Judge Advocate at USFF and requested a Defense Travel System (DTS) line of accounting for himself and CWO4 Ware. The Staff Judge Advocate responded the same day requesting Defense Counsel’s social-security number (SSN) and anticipated travel dates and stated USFF already had CWO4 Ware’s SSN. The Staff Judge Advocate prepared and submitted the appropriate internal memorandum to approve the cross-organizational line of accounting.
- g. On 11 December 2017, Defense Counsel emailed the Staff Judge Advocate and requested status of the cross-organizational line of accounting. The Staff Judge Advocate responded on 13 December 2017 that the USFF staff was still working on the request.
- h. On 18 December 2017, the Staff Judge Advocate emailed Defense Counsel indicating, “Use of USFFC cross-org LOA 18 N02 CMD DIR has been approved for you and CWO4 Ware in connection with your travel in US v. Ware. Please let me know if you need anything from me. Thanks.” On that date, Defense Counsel was on leave outside of Japan. He did not have internet access. He read on the email upon his return to the office on 27 December 2017.
- i. On 2 January 2018, Defense Counsel emailed the Staff Judge Advocate indicating, “[CWO4 Ware] tells me that he doesn't have a travel card. How would you like him to book his travel? He's coming in tomorrow morning (Thurs).” The Staff Judge Advocate worked with USFF staff to align a Centrally Billed Account to CWO4 Ware’s DTS profile to facilitate purchasing an airline ticket without a Government Travel Card. This was completed by close of business on Wednesday, 3 January 2018, Eastern Standard Time, before staff left USFF. However, CWO4 Ware had not entered an itinerary into DTS, and thus USFF could not approve the authorization.
- j. On 3 January 2018, Defense Counsel contacted the Staff Judge Advocate and requested assistance because CWO4 Ware could not log on to DTS, as he lacked a OneNet access. The Staff Judge Advocate spoke to Defense Counsel on the phone and they talked through the process, and CWO4 Ware’s travel authorization was in DTS pending approval, after close of business on Wednesday, 3 January 2018.
- k. On 3 January 2018, a blizzard warning was in effect for Norfolk, Virginia, as of 1900 EST. As a result of a winter weather event, Naval Station Norfolk was closed to all non-essential personnel on 4-5 January and had a delayed opening on 8 January 2018. The

civilian personnel who authorize travel for USFF are not on the Mission Essential Personnel list.

1. Defense Counsel, Trial Counsel, and the Staff Judge Advocate were in communications over the weekend and knew of the need to act quickly on CWO4 Ware's travel on Monday morning, 8 January 2018. USFF staff reported that CWO4 Ware's authorization could not be immediately approved because it scheduled a flight that had already taken off. USFF staff could not amend the authorization, and required assistance of USS RONALD REAGAN's Staff Judge Advocate to assist CWO4 Ware in amending the flight. CWO4 Ware's flight was approved in time for him to catch a Tuesday evening flight which will arrive in Norfolk at 2330 on Tuesday, 9 January 2018. Based on the travel time, time difference between Japan and Norfolk, and the need for CWO4 Ware to be adequately rested for his hearing, the parties jointly request a continuance to Thursday, 11 January 2018.

3. Relief Requested. Accordingly the parties request the 10 January 2018 hearing be postponed to 11 January 2018.

  
A. J. TANG  
CDR, JAGC, USN  
TRIAL COUNSEL

  
J. MARDEN  
LCDR, JAGC, USN  
DETAILED DEFENSE COUNSEL

NAVY MARINE CORPS TRIAL JUDICIAL  
CENTRAL JUDICIAL CIRCUIT  
GENERAL COURT-MARTIAL

UNITED STATES

V.

BRIAN T. WARE  
CWO4, USN

ORDER GRANTING MOTION  
FOR CONTINUANCE

ORDERED that the Motion for Continuance is GRANTED. The Article 39(a) session originally set for January 10, 2018, is hereby set for January 11, 2018 at 0900, at Region Legal Service Office Norfolk, Virginia.

So ORDERED this 9<sup>th</sup> day of January, 2018.

*Deborah Sue Mayer*  
D.S. MAYER  
CAPT, JAGC, USN  
Military Judge



DEPARTMENT OF THE NAVY  
GENERAL COURT-MARTIAL  
NAVY AND MARINE CORPS TRIAL JUDICIARY  
CENTRAL JUDICIAL CIRCUIT

U N I T E D   S T A T E S

v.

BRIAN T. WARE  
CWO4                      USN

11 Jan 18  
LIST OF AWARDS

A. Awards

1. Meritorious Service Medal
2. Navy Commendation Medal (3)
3. Navy Achievement Medal (6)
4. Joint Meritorious Unit Award
5. Navy Unit Commendation
6. Navy Meritorious Unit Commendation
7. Navy "E" Medal (3)
8. Good Conduct Medal (8)
9. National Defense Service Medal (2)
10. Armed Forces Expeditionary Medal
11. Southeast Asia Campaign (4)
12. Global War on Terror Expeditionary Medal
13. Global War on Terrorism Service Medal
14. Armed Forces Service Medal
15. Humanitarian Service Medal
16. Outstanding Volunteer Service Medal
17. Navy Sea Service Deployment Ribbon (8)
18. Navy and Marine Corps Overseas Service Ribbon (3)
19. KLM (Saudi Arabia)
20. KLM (Kuwait)

B. Qualifications

1. Enlisted Surface Warfare Specialist
2. Enlisted Aviation Warfare Specialist



J.S. MARDEN  
LCDR, JAGC, USN  
Detailed Defense Counsel

## APPELLATE AND POST-TRIAL RIGHTS AND POST TRIAL ADMINISTRATIVE PROCESSING

You are advised that your defense counsel (DC) is required by law to fully explain to you the following post-trial and appellate rights, and, that you have the right to request the military judge explain all or any portion of your appellate rights in open court prior to adjournment of your court-martial.

### Record of Trial (ROT)

A copy of the ROT will be prepared and given to you or you may request that your copy of the ROT be delivered to your DC.

### Staff Judge Advocate or Legal Officer's Recommendation (SJAR)

If you received a punitive discharge or were sentenced by a general court-martial, the convening authority (CA)'s staff judge advocate or legal advisor will submit an SJAR to the CA. Before forwarding the SJAR and the ROT to the CA, this legal advisor will serve a copy of the SJAR upon your DC. A separate copy will be served on you. If it is impracticable to serve the SJAR on you for reasons including, but not limited to, your transfer to a distant place, your unauthorized absence, or military exigency, your copy will be forwarded to your DC. You may also request on the record at this court-martial or in writing that your copy be sent to your DC instead of yourself.

### Submission of Matters to the Convening Authority

You have a right to submit matters to the CA before that officer takes action on your case. In this regard, you have the right to request deferment of any sentence to confinement. These matters must be submitted within 10 days after a copy of the authenticated ROT or, if applicable, the SJAR, is served on you or your DC, whichever is later. The CA may extend these periods, for good cause, for not more than an additional 20 days. Failure to submit matters within the time prescribed waives the right to submit matters later. If new matters are raised by the victim after your submission of matters, you will be given an additional 10 days to submit comments on those new matters.

### Action by the Convening Authority

The CA will take action on the sentence adjudged and may, in his discretion, take action on findings of guilty within the limits of Article 60, Uniform Code of Military Justice (UCMJ). The action to be taken on the findings and sentence may be limited by Article 60, UCMJ depending on the date of the offense, type of offense, maximum punishment of the offense, recommendation of the trial counsel, existence of a pretrial agreement, and the punishment awarded. If the CA is authorized by law to disapprove, commute, or suspend the sentence in whole or set aside a finding of guilty, order a rehearing on a finding of guilty, or approve a lesser included offense of a finding of guilty, that decision is within the sole discretion of the CA and is a matter of command prerogative. The CA is not required to review the case for legal errors or factual sufficiency. **The CA may never increase the severity of the sentence and is not empowered to reverse a finding of not guilty.**

### Review

If you were tried by a special court-martial and your sentence, as finally approved by the CA, does not include a punitive discharge, your case will be reviewed under the direction of the staff judge advocate for the CA's superior general court-martial convening authority (GCMCA). You may suggest, in writing, possible legal errors for the judge advocate to consider and that judge advocate must file a written response to legal errors noted by you. After such review, and completion of any required action by the GCMCA, you may request the Judge Advocate General of the Navy (JAG) to take corrective action. Such a request must be filed within two years of the CA's action, unless the time is extended for good cause.

If you were tried by a general court-martial and your sentence, as finally approved by the CA, does not include a punitive discharge or at least one year's confinement, your case will be forwarded to JAG. You may suggest in



## APPELLATE AND POST-TRIAL RIGHTS AND POST TRIAL ADMINISTRATIVE PROCESSING

writing, possible legal errors or other matters for consideration by JAG. The ROT will be examined for any legal errors and for appropriateness of the sentence and JAG may take corrective action, if appropriate.

If your sentence, as finally approved by the CA, includes a punitive discharge (regardless of the type of court-martial), a year or more of confinement, or death, your case will be reviewed by the Navy-Marine Corps Court of Criminal Appeals (NMCCA) for legal errors, factual sufficiency, and appropriateness of sentence. This review is automatic. Following this, your case could be reviewed by the United States Court of Appeals for the Armed Forces (CAAF), and finally it might be reviewed by the Supreme Court of the United States.

### Waiver of Review

You may waive appellate review, giving up the foregoing rights, or you may withdraw your case from appellate review at a later time. Once you file a waiver of withdrawal, your decision is final and appellate review is barred. If you waive or withdraw appellate review, your case will be reviewed by a judge advocate for certain legal errors. You may submit, in writing, suggestions of legal errors for consideration by the judge advocate, who must file a written response to each. The judge advocate's review will be sent to the GCMCA for final action. Within two years after such final action, you may request JAG take corrective action in your case. The two year period may be extended for good cause. You have the right to the advice and assistance of counsel in exercising or deciding to waive your post-trial and appellate rights.

### Right to Counsel

It is your DC's responsibility to represent you during the CA's action stage of your court-martial conviction. Your DC is responsible for examining the ROT for error and, where applicable, the SJAR for errors or omissions. It is your DC's obligation to advise and assist you in preparing matters for submission to the CA for consideration prior to action being taken on the ROT.

If your case is reviewed by NMCCA, military counsel will be appointed to represent you at no cost to you and, if you choose, you may engage a civilian counsel at no expense to the United States. If your case should be reviewed by CAAF or by the Supreme Court of the United States, you would continue to have the same appellate counsel rights before these courts.

### Post-Trial Processing and Notifications

I understand that as a result of being found guilty, I may be processed for administrative discharge from the United States Navy/Marine Corps. I understand that such an administrative discharge could result in an other-than-honorable characterization of service, unless otherwise limited in a pretrial agreement (as permitted by Service policy), even if part or all of the sentence, including a punitive discharge, is suspended or disapproved for any reason.

I understand that if the approved sentence includes a punitive discharge or confinement in excess of 90 days, whether the sentence is suspended or not, Article 58a of the UCMJ and § 0152 of the Manual of the Judge Advocate General (JAGMAN) require that I suffer automatic administrative reduction in paygrade to the lowest enlisted paygrade, E-1, unless the CA takes action to remit or suspend the automatic reduction.

I understand that if the adjudged sentence includes either a punitive discharge and confinement, or confinement in excess of six months, whether the sentence is suspended or not, then Article 58b of the UCMJ requires the automatic imposition of forfeiture of all pay and allowances at a general court-martial or 2/3 pay per month at a special court-martial during any period of confinement served, unless the CA takes action to waive or to defer the automatic forfeiture provision.



APPELLATE AND POST-TRIAL RIGHTS AND POST TRIAL ADMINISTRATIVE PROCESSING

I understand that forfeitures, whether adjudged or automatic, take effect upon the CA's action in this case or 14 days after sentence is adjudged, whichever is earlier. I understand that I may request in writing that the CA defer execution of forfeiture until the CA takes action in this case. I also understand that I may request that the CA waive automatic forfeiture for a period up to six (6) months from the date of the CA's action. Finally, I understand that if I am held in confinement beyond my End of Active Obligated Service (EAS/EAOS) date, then I will not receive any pay or allowances by operation of law, regardless of the terms of this agreement.

I understand that if I commit misconduct after the date of trial, but before the date of the CA's action, the CA may, after first complying with notice and hearing requirements consistent with Article 72 of the UCMJ and Rules for Courts-Martial (R.C.M.) 1109, withdraw from the sentence limitation provisions of this agreement. Should the CA withdraw from the sentence limitation provisions of this agreement based on misconduct occurring after the date of trial but before action is taken in my case, I understand that any provisions in the pretrial agreement relating to suspension of any aspect of my sentence would become null and void in all respects and that the entire sentence adjudged at my court-martial could be approved and imposed upon me.

I also understand that if I commit any misconduct after the date of the CA's action but before I have completed serving the entire sentence (including any period of suspension or probation) as finally approved and executed, the CA may, after complying with the procedures set forth in R.C.M. 1109, vacate any periods of suspension agreed to in this pretrial agreement or as otherwise approved by the CA, and that previously suspended portion of my sentence could be imposed upon me.

I understand that I may be placed on appellate leave in a no-pay status under the provisions of Article 76a of the UCMJ, notwithstanding any provision regarding forfeitures or fines in any pretrial agreement, if the sentence as approved includes an unsuspended punitive discharge. I understand that a service member placed in an appellate leave status will normally not receive any pay or allowances. I further understand that receipt of pay and/or allowances while in an appellate leave status will depend on the amount of accrued leave I have accumulated and choose to use, and on the sentence awarded by this court-martial.

Acknowledgment

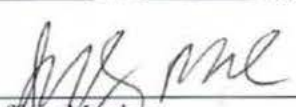
I acknowledge (1) that prior to adjournment of my court-martial, I was provided with the above written advice; (2) that I have read and I understand my post-trial and appellate rights; (3) that I discussed my rights with my DC prior to signing this form; and (4) that the military judge will discuss my appellate rights with me on the record prior to adjournment of the court, if I so desire.


I specifically request that my copy of the ROT be delivered to:

\_\_\_\_\_ me.  my counsel.

I specifically request that my copy of the SJAR be delivered to:

\_\_\_\_\_ me.  my counsel.

  
Jeffrey Marden  
LCDR  
U.S. Navy  
Detailed Defense Counsel

  
Brian T. Ware  
CWO4  
U.S. Navy  
Accused

[The post-39(a) session was called to order at 1750 hours, 11 January 2018.]

MJ: This court-martial is called to order. All parties who were present when we adjourned were again present.

We are having a brief 39(a) session to note for the record that here for this last session of court, when the sentence was announced our court reporter was swapped out and LN1 Poff was taken over as the court reporter. She has been previously sworn.

Anything else from the parties?

TC: No, Your Honor.

DC: No, ma'am.

MJ: All right. This court, again, post-trial 39(a) session is adjourned.

[The post-39(a) session adjourned at 1750 hours, 11 January 2018.]

**[END OF PAGE]**

[The post-39(a) session was called to order at 1805 hours, 11 January 2018.]

MJ: This post-trial 39(a) session is called to order here in the case of United States versus Chief Warrant Officer Brian T--Chief Warrant Officer Four Brian T. Ware, United States Navy.

I'll note for the record that we've only just completed the court-martial a few moments ago. Everyone is still in the building and we are having this post-trial 39(a) session with all the same parties who were present for the court-martial; that is, for the government, Commander Tang and Captain Brighton.

Did I say that correctly?

ATC: Yes, ma'am.

MJ: And Lieutenant Commander Marden for the defense and obviously Warrant Officer Ware is back here. The MAs have already started processing him. But I asked everyone to return to the court because I, in returning to chambers with all of my papers in hand, realized that we neglected to put on the record a conclusion to the discussion that we had throughout the day about the statute of limitations and that the best practice would be to come back on the record.

So first, in the first instance, Warrant Officer Ware, you have the court's apology to bring you back here while you are being



processed. We don't normally do these things in that order. And the mistake is entirely mine.

Now, to the issue, in terms of statute of limitations we have been discussing all day whether or not the statute of limitations has been tolled. I have reviewed United States versus Rivas-Chivas, that's R-I-V-A-S C-H-I-V-A-S. That's a 2015 Army Court of Criminal case and I've also reviewed Article 43 Foxtrot and it's subsections that deal with tolling of the statute of limitations. I find based on the reasoning, although Rivas-Chivas is obviously non-binding on this court, but I find that based on the facts of this case, based on the reasoning in Rivas-Chivas and then for the text of Article 43(f)(2), that--that in this case the statute of limitations would be tolled.

In addition, I also find that Warrant Officer Ware knowingly and voluntarily waived any claim to the statute of limitations and, in fact, voluntarily pled guilty to conduct including conduct that dated back to as early as April 2010.

So that is my ruling on the statute of limitations issue.

Do the parties have any questions about that?

TC: No, Your Honor.

DC: No, ma'am.

MJ: All right. Since I was the one that neglected to put that on the record and we are all here--back here, is there anything else

that anyone realizes that we did not close out and needs to be handled?

TC: No, Your Honor.

DC: No, ma'am.

MJ: All right. This post-trial 39(a) session is adjourned.

[The post-39(a) session adjourned at 1808 hours, 11 January 2018.]

**[END OF PAGE]**



**DEPARTMENT OF THE NAVY**  
UNITED STATES FLEET FORCES COMMAND  
1562 MITSCHER AVENUE SUITE 250  
NORFOLK VA 23551-2487

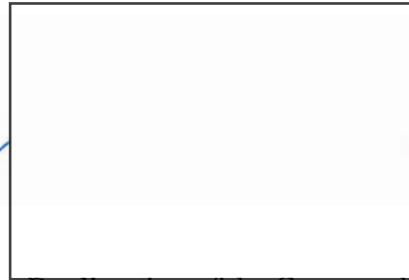
5810  
Ser N01L/006  
30 Jan 18

SECOND ENDORSEMENT on COMUSFLTFORCOM ltr 5810 Ser N01L/005 of 26 Jan 18

From: Commander, U.S. Fleet Forces Command  
To: Commander, Navy Personnel Command (PERS-834)

Subj: COURT-MARTIAL REPORT ICO CWO4 BRIAN T. WARE, USN

1. Forwarded.



By direction of the Commander



29 JAN 18  
(Date)

FIRST ENDORSEMENT on COMUSFLTFORCOM ltr 5810 Ser N01L/005 of 26 Jan 18

From: CWO4 Brian T. Ware, USN  
To: Commander, Navy Personnel Command (PERS-834)  
Via: Commander, U.S. Fleet Forces Command

Subj: COURT-MARTIAL REPORT ICO CWO4 BRIAN T. WARE, USN

1. I acknowledge receipt of this court-martial report on the date of this letter.
2. I do /do not/ desire to submit a statement to be included with this court-martial report. I have ten days from my receipt of this court-martial report to submit any statement.



B. T. WARE



DEPARTMENT OF THE NAVY  
UNITED STATES FLEET FORCES COMMAND  
1562 MITSCHER AVENUE SUITE 250  
NORFOLK VA 23551-2487

5810  
Ser N01L/005  
26 Jan 18

From: Commander, U.S. Fleet Forces Command  
To: Commander, Navy Personnel Command (PERS-834)  
Via: (1) CWO4 Brian T. Ware, USN  
(2) Commander, U.S. Fleet Forces Command

Subj: COURT-MARTIAL REPORT ICO CWO4 BRIAN T. WARE, USN

Ref: (a) MILPERSMAN 1611-010  
(b) BUPERS Order: 3376, Official Retirement Orders for CWO4 Brian T. Ware, USN

Encl: (1) Report of Results of Trial  
(2) Memorandum of Pre-Trial Agreement  
(3) Stipulation of Fact

1. Per reference (a), this report of court-martial in the case of CWO4 Brian T. Ware, USN, is forwarded for review and action. On 11 January 2018, CWO4 Ware was found guilty at a trial by general court-martial for violation of Uniform Code of Military Justice Article 92 (Violation of a Lawful Order), four specifications, and violation of Uniform Code of Military Justice Article 134 (Graft), two specifications. He was awarded nine months confinement and a \$10,000.00 fine. Pursuant to the terms of the pre-trial agreement, all confinement in excess of six months will be suspended for a period of 12 months after the date of the convening authority's action, at which time, unless sooner vacated, the suspended portion will be remitted without further action.

2. Details of the trial, the circumstances of the offenses, and disposition are set forth in enclosures (1) through (3).

3. As part of CWO4 Ware's pre-trial agreement, he waived his rights to a board of inquiry and retirement grade determination board. CWO4 Ware further agreed to submit a retirement request as part of his pre-trial agreement. As noted in reference (b), CWO4 Ware previously had an approved request to be transferred to the retired list on 1 June 2017; those orders were cancelled when he was placed on legal hold pending adjudication of his court-martial. Upon his expected release from confinement, CWO4 Ware will be beyond his statutory retirement date. CWO4 Ware is currently confined at the Naval Consolidated Brig Chesapeake.

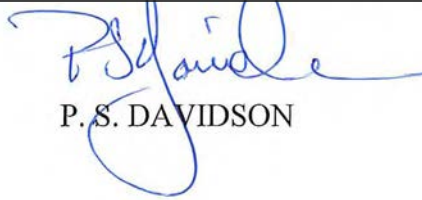
4. After fully reviewing the facts and opinions of this case, I recommend CWO4 Ware be retired in the paygrade deemed appropriate by the Secretary of the Navy and receive retired pay.

5. By copy hereof, CWO4 Ware is notified of his right, per reference (a), to submit his comments within 10 days of receipt concerning this report of court-martial which will be

Subj: COURT-MARTIAL REPORT ICO CWO4 BRIAN T. WARE, USN


included as an adverse matter in his official record. CWO4 Ware is also hereby notified that those in the endorsement chain may choose to make recommendations different than those contained in this letter. His comments, or his declination to make a statement, will be reflected in his endorsement to this letter.

6. My point of contact in this matter is [redacted] USN, who may be contacted at [redacted]



P. S. DAVIDSON



DEPARTMENT OF DEFENSE REPORT OF RESULT OF TRIAL				1. DATE OF TRIAL (YYYYMMDD) 20180111	
TO: (Convening Authority) COMMANDER, US Fleet Forces Command					
1. NOTIFICATION UNDER R.C.M. 1101 IS HEREBY GIVEN IN THE CASE OF UNITED STATES VERSUS:					
a. NAME (Last, First, Middle Initial) WARE, BRIAN T.		b. BRANCH OF SERVICE USN	c. RANK/GRADE CWO4	d. DoD ID/SSN (Last 4) 0714	
e. ORGANIZATION: (Full address) COMMANDING OFFICER USS RONALD REAGAN (CVN-76) UNIT 100197, BOX 1 FPO AP 96616		2.a. TYPE OF COURT-MARTIAL (X one)			
		<input checked="" type="checkbox"/> GENERAL	<input type="checkbox"/> SPECIAL	<input type="checkbox"/> SUMMARY	
		<input checked="" type="checkbox"/> JUDGE ALONE	<input type="checkbox"/> JUDGE ALONE		
b. CONVENED BY: COURT MARTIAL ORDER NUMBER(S) 1-17		c. ISSUING COMMAND COMMANDER, US FLEET FORCES COMMAND		d. DATE (YYYYMMDD) 20170807	
3. SUMMARY OF OFFENSES, PLEAS AND FINDINGS					
a. CHARGE/ SPECIFICATION NO(S)	b. UCMJ ARTICLE(S)	c. DIBRS CODE	d. BRIEF DESCRIPTION OF OFFENSE	e. PLEA	f. FINDING
CHARGE I	92	092-B-	VIOLATION OF A LAWFUL ORDER	G	G
SPEC 1				G	G
SPEC 2				G	G
SPEC 3				G	G
SPEC 4				G	G
CHARGE II	134	134-D2	GRAFT	G	G
SPEC 1				G	G
SPEC 2				G	G
4.a. DATE ADJUDGED 20180111			b. DATE OF ANY FORFEITURES OR REDUCTIONS 20180125		
5. SENTENCE Confinement x 9 months and \$10,000.00 fine.					
6.a. CONTENTS OF PRE-TRIAL AGREEMENT CONCERNING SENTENCE TO CONFINEMENT (if any)					
<u>Punitive discharge:</u> If approved, any punitive discharge will be disapproved.					
<u>Confinement:</u> May be approved as adjudged; however, all confinement in excess of six (6) months will be suspended for a period of 12 months after the date of the Convening Authority's action, at which time, unless sooner vacated, the suspension portion will be remitted without further action. This agreement constitutes request for, and the Convening Authority's approval of, deferment of all confinement suspended pursuant to the terms of this agreement. The period of deferment will run from the date of sentence until the date the Convening Authority acts on the sentence.					
<u>Forfeiture or Fine:</u> May be approved as adjudged.					
<u>Other lawful punishment:</u> May be approved as adjudged.					
b. DAYS OF PRE-TRIAL CREDIT N/A		c. DAYS OF OTHER JUDGE ORDERED CREDIT N/A		d. TOTAL PRESENTENCE CREDIT TOWARD POST-TRIAL CONFINEMENT N/A	
7. DNA PROCESSING: IAW DoDI 5505.14			<input checked="" type="checkbox"/> IS	IS NOT REQUIRED.	
8. SEX OFFENDER REGISTRATION: IAW 42 U.S.C. § 16917			<input type="checkbox"/> IS	<input checked="" type="checkbox"/> IS NOT REQUIRED.	
9. COMPANION ACCUSED/CO-ACCUSED (Name(s) and Social Security Number(s) (if any)) N/A					
10. DISTRIBUTION (Copy provided to named Agencies/Unit(s)) CO, USS RONALD REAGAN (CVN-76); PSD; DISBURSING OFFICE; RECORD OF TRIAL; TCAP/DCAP; NCIS					
11. SIGNED BY (X one)		<input checked="" type="checkbox"/> MILITARY JUDGE	<input type="checkbox"/> SUMMARY COURT-MARTIAL OFFICER		
a. NAME (Last, First, Middle Initial) MAYER, DEBORAH S.		b. RANK/GRADE CAPT/O-6		c. BRANCH OF SERVICE USN	
d. SIGNATURE 				e. DATE SIGNED (YYYYMMDD) 20180111	



- a. I fail to plead guilty as set forth in this agreement;
- b. The Court refuses to accept any of my pleas of guilty;
- c. The Court sets aside any of my pleas of guilty for any reason (including upon my request) before a sentence is announced;
- d. I fail to satisfy any material term of this agreement; or
- e. I fail to plead guilty as required by this agreement at a rehearing, should one occur.

7. I understand that if this agreement becomes null and void, then my offer to plead guilty and to enter into this agreement cannot be used against me in any way to prove whether I am guilty or not guilty of the charges alleged against me at this court-martial. In this regard, the offer to plead guilty includes any statement or proffer made in the course of plea discussions with the convening authority or any counsel for the Government, whether in oral or in a written form.

8. Specially-Negotiated Provisions. As consideration for this agreement and after having fully discussed the issue with my defense counsel:

a. I agree to request and to elect trial and sentencing by military judge alone, and I waive my right to a trial by members.

b. I agree to not request, at Government expense, the presence of any witness located more than 50 miles from the court-martial location. This provision does not interfere with my ability to present an effective case in extenuation and mitigation. If I have further material to present, I intend to use alternative means to present this material.

c. The Government and I agree to not object to the Court receiving telephonic testimony in lieu of live testimony offered during the sentencing proceeding. This provision does not preclude objections to the content of the testimony offered.

d. The Government and I agree to not object to relevant service record documents, relevant command investigation materials, relevant Naval Criminal Investigative Service (NCIS) or Defense Criminal Investigative Service (DCIS) evidentiary material, relevant documents offered by the defense in extenuation and mitigation, or relevant documents offered by the Government in aggravation to include written, audio, or videotaped statements or telephonic testimony of any relevant witness being offered by either party in the presentencing phase of the trial on the basis of foundation, hearsay, lack of confrontation, or authenticity. Each party will provide the other party final witness and exhibit lists covered by this paragraph at least five (5) calendar days prior to the scheduled presentencing proceeding. This provision does not interfere with my ability to present an effective and complete case in extenuation and mitigation.

e. I offer and am fully prepared to go to trial no later than 10 January 2018. I understand that this agreement will not be deemed to have been breached if the Government is unprepared or the judiciary cannot schedule the trial by that date.



f. I agree to waive any board of inquiry and/or retirement grade determination board that is based on any act or omission reflected in the charges and specifications that are the subject of this agreement. I understand that any administrative discharge will be characterized in accordance with service regulations and may be under other-than-honorable conditions. I fully understand the nature and purpose of an administrative discharge board and the rights that I would have at such a Board. I further agree to waive my right to any administrative process designed to recommend the rank at which I should be allowed to retire or my characterization of service.

g. I specifically agree to waive all motions except those that are otherwise non-waivable pursuant to R.C.M. 705(c)(1)(B).

h. I agree to enter into the Stipulation of Fact contained in Prosecution Exhibit #1 for use by the military judge during the providence inquiry and during the pre-sentencing proceeding. I have reviewed the stipulation completely, agree the facts therein are true and admissible, and have no objections.

i. If I am provided a grant of testimonial immunity, I agree to testify truthfully if called as a witness in any proceeding convened by Commander, U. S. Fleet Forces involving a Navy member accused of misconduct relating to the Glenn Defense Marine Asia investigation until two (2) years after the date of my sentencing. I further agree this cooperation will include pre-trial preparation interviews by trial and defense counsel involved in any cases in which my immunized testimony will be used. I further agree to submit to any interview by DCIS or NCIS involving Glenn Defense Marine Asia and fully and truthfully cooperate with DCIS or NCIS until six (6) months after the date of my sentencing. I understand that failure to cooperate on my part constitutes a material breach of this pretrial agreement. The Government agrees to make all reasonable efforts to coordinate in advance, fund, and obtain the physical presence of my military counsel at all proceedings where I am required to participate, whether to interview or testify. If reasonable efforts fail or scheduling conflicts prevent my military counsel from physically attending one of these events, the Government retains the right to go forward on the date of the scheduled event. I understand I will be allowed to contact my military counsel in that event should the need arise.

j. By signing this agreement, the convening authority specifically agrees to forward my retirement request via official correspondence. The convening authority agrees to positively endorse my retirement request, recommending that I be retired and receive retired pay, and recommending that I be retired in the paygrade deemed appropriate by the Secretary of the Navy. I understand that my retirement grade and characterization of service will be determined by the Secretary of the Navy and that the convening authority's recommendation is not binding on the Secretary of the Navy.

9. Notification Provisions. My defense counsel have advised me of the following potential consequences of my pleas of guilty and resultant convictions:

a. I may be precluded from the ownership, receipt, or transport of any firearm that has been transported in interstate or foreign commerce under 18 U.S.C. § 922(g).

b. Any punitive discharge that is adjudged and ultimately approved in my case may adversely affect my ability to receive retirement pay and any and all other veterans benefits accrued as a result of my military service.

c. The Secretary of the Navy has the final determination as to whether my request to be transferred to the retired list is approved, in what paygrade I am authorized to retire, and the characterization of my service. My counsel have explained to me all of the effects and consequences of this.

**PLEAS OF THE ACCUSED**

<p><b>Charge I: Violation of Article 92, UCMJ</b></p>	<p><b>GUILTY</b></p>
<p>Specification 1 (Violation of a Lawful Order): In that Chief Warrant Officer Four Brian T. Ware, U.S. Navy, USS RONALD REAGAN (CVN-76), on active duty, did, having knowledge of a lawful order issued by the Secretary of Defense, to wit: Paragraph 2-100 of the Joint Ethics Regulation, Department of Defense 5500.07R, as implemented by Department of Defense Directive 5500.07, dated 9 November 2007, an order which it was his duty to obey, at or near Singapore, on or about 17 May 2012, fail to obey the same by wrongfully accepting a gift of a value exceeding permissible limits from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, a prohibited source, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson, in the form of lodging, transportation, and the use of a cellular phone.</p>	<p><b>GUILTY</b></p>
<p>Specification 2 (Violation of a Lawful Order): In that Chief Warrant Officer Four Brian T. Ware, U.S. Navy, USS RONALD REAGAN (CVN-76), on active duty, did, having knowledge of a lawful order issued by the Secretary of Defense, to wit: Paragraph 2-100 of the Joint Ethics Regulation, Department of Defense 5500.07R, as implemented by Department of Defense Directive 5500.07, dated 9 November 2007, an order which it was his duty to obey, at or near Pattaya, Thailand and Bangkok, Thailand, from on or about 25 May 2012 to on or about 28 May 2012, fail to obey the same by wrongfully accepting a gift of a value exceeding permissible limits from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, a prohibited source, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson, in the form of lodging, transportation, and the use of a cellular phone.</p>	<p><b>GUILTY</b></p>
<p>Specification 3 (Violation of a Lawful Order): In that Chief Warrant Officer Four Brian T. Ware, U.S. Navy, USS RONALD REAGAN (CVN-76), on active duty, did, having knowledge of a lawful order issued by the Secretary of Defense, to wit: Paragraph 2-100 of the Joint Ethics Regulation, Department of Defense 5500.07R, as implemented by Department of Defense Directive 5500.07, dated 9 November 2007, an order which it was his duty to obey, at or near Brisbane, Australia, on or about 29 July 2013, fail to obey the same by wrongfully accepting a gift of a value</p>	<p><b>GUILTY</b></p>

<p>exceeding permissible limits from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, a prohibited source, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson, in the form of lodging, transportation, and the use of a cellular phone.</p>	<p><b>GUILTY</b></p>
<p>Specification 4 (Violation of a Lawful Order): In that Chief Warrant Officer Four Brian T. Ware, U.S. Navy, USS RONALD REAGAN (CVN-76), on active duty, did, having knowledge of a lawful order issued by the Secretary of Defense, to wit: Paragraph 2-100 of the Joint Ethics Regulation, Department of Defense 5500.07R, as implemented by Department of Defense Directive 5500.07, dated 9 November 2007, an order which it was his duty to obey, in the Seventh Fleet Area of Operations, on divers occasions from about April 2010 to about September 2013, fail to obey the same by wrongfully soliciting and accepting gifts of a value exceeding permissible limits from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, a prohibited source, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson, in the form of requesting lodging, transportation, and the use of a cellular phone, which arrangements were paid for by representatives of Glenn Defense Marine Asia.</p>	
<p><b>Charge II: Violation of Article 134, UCMJ</b></p>	<p><b>GUILTY</b></p>
<p>Specification 1 (Graft): In that Chief Warrant Officer Four Brian T. Ware, U.S. Navy, USS RONALD REAGAN (CVN-76), on active duty, did, being at the time the Food Service Officer for USS BLUE RIDGE, onboard USS BLUE RIDGE and while deployed in the Seventh Fleet Area of Operations, on divers occasions from about April 2010 to about December 2012, wrongfully receive from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson, gifts of lodging, transportation, and the use of cellular phones, constituting a total gift value of over \$1,000.00, in recognition of services rendered and to be rendered by him in relation to an official matter in which the United States was and is interested, to wit: the accurate and non-fraudulent contracting of the U.S. Navy for the purchase of supplies including, but not limited to, food products for the USS BLUE RIDGE while transiting in and around the Seventh Fleet Area of Operations and making port visits within the Seventh Fleet Area of Operations, such conduct being of a nature to bring discredit upon the armed forces.</p>	<p><b>GUILTY</b></p>
<p>Specification 2 (Graft): In that Chief Warrant Officer Four Brian T. Ware, U.S. Navy, USS RONALD REAGAN (CVN-76), on active duty, did, being at the time the Food Service Officer for USS GEORGE WASHINGTON, onboard USS GEORGE WASHINGTON and while deployed in the Seventh Fleet Area of Operations, on divers occasions from about December 2012 to about September 2013, wrongfully receive from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson, valuable gifts of lodging, transportation, and the use of cellular phones in recognition of services rendered and to be rendered</p>	<p><b>GUILTY</b></p>

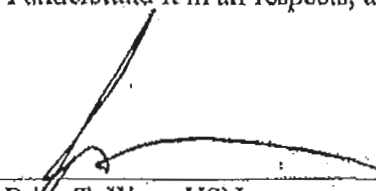


by him in relation to an official matter in which the United States was and is interested, to wit: the accurate and non-fraudulent contracting of the U.S. Navy for the purchase of supplies including, but not limited to, food products for the USS GEORGE WASHINGTON while transiting in and around the Seventh Fleet Area of Operations and making port visits within the Seventh Fleet Area of Operations, such conduct being of a nature to bring discredit upon the armed forces.	
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SIGNATURE PAGE

By my signature below I acknowledge that I have read this agreement completely, I have discussed it with my counsel, I understand it in all respects, and I am prepared to abide by its terms.

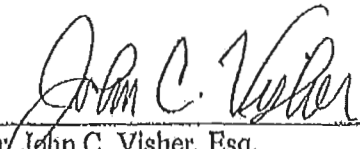
11/16/17  
Date

  
CWO4 Brian T. Ware, USN  
Accused

16 NOV 17  
Date

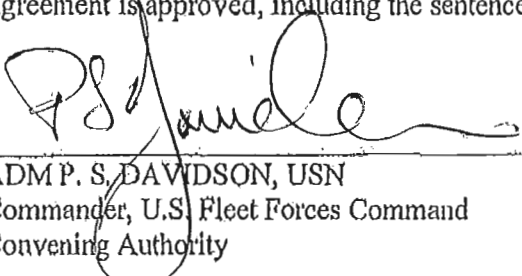
  
LCDR Jeffrey S. Marden, JAGC, USN  
Detailed Defense Counsel

16 NOV 17  
Date

  
Mr. John C. Visher, Esq.  
Civilian Defense Counsel

The foregoing pretrial agreement is approved, including the sentence limitation portion of this agreement.

4 Dec 2017  
Date

  
ADM P. S. DAVIDSON, USN  
Commander, U.S. Fleet Forces Command  
Convening Authority

DEPARTMENT OF THE NAVY  
GENERAL COURT-MARTIAL  
NAVY-MARINE CORPS TRIAL JUDICIARY  
CENTRAL JUDICIAL CIRCUIT

UNITED STATES	)	
	)	
v.	)	
	)	MEMORANDUM OF PRETRIAL AGREEMENT (Part II)
BRIAN T. WARE CWO4      USN	)	
	)	16 November 2017
	)	

The convening authority in this case may approve and order executed any lawfully adjudged sentence awarded by this court-martial, or any automatic sentence or portion thereof, except as specifically limited below:

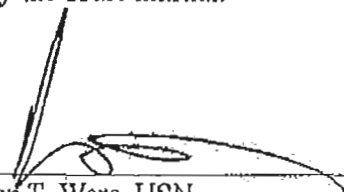
1. **Punitive Discharge:** If adjudged, any punitive discharge will be disapproved.
2. **Confinement:** May be approved as adjudged; however, all confinement in excess of six (6) months will be suspended for a period of 12 months after the date of the convening authority's action, at which time, unless sooner vacated, the suspension portion will be remitted without further action. This agreement constitutes my request for, and the convening authority's approval of, deferment of all confinement suspended pursuant to the terms of this agreement. The period of deferment will run from the date of sentence until the date the convening authority acts on the sentence.
3. **Forfeiture or Fine:** May be approved as adjudged.
4. **Other lawful punishments:** May be approved as adjudged.



SIGNATURE PAGE

I fully understand, and have discussed with my counsel, how this agreement will affect any sentence that I may be awarded by the court-martial.

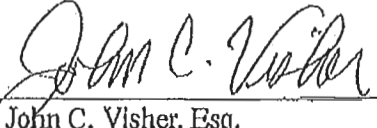
11/16/17  
Date

  
CWO4 Brian T. Ware, USN  
Accused

16 NOV 17  
Date

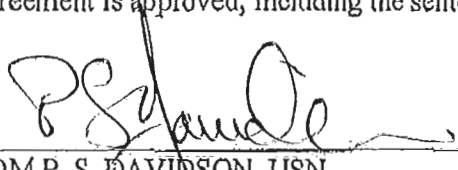
  
LCDR Jeffrey S. Marden, JAGC, USN  
Detailed Defense Counsel

16 NOV 17  
Date

  
Mr. John C. Visher, Esq.  
Civilian Defense Counsel

The foregoing pretrial agreement is approved, including the sentence limitation portion of this agreement.

4 Dec 2017  
Date

  
ADM P. S. DAVIDSON, USN  
Commander, U.S. Fleet Forces Command  
Convening Authority

**DEPARTMENT OF THE NAVY  
GENERAL COURT-MARTIAL  
NAVY-MARINE CORPS TRIAL JUDICIARY  
CENTRAL JUDICIAL CIRCUIT**

<b>UNITED STATES</b>	)	
v.	)	
<b>BRIAN T. WARE</b>	)	<b>STIPULATION OF FACT</b>
<b>CWO4 USN</b>	)	<b>(Prosecution Exhibit #1)</b>
	)	<b>22 November 2017</b>
	)	

It is hereby stipulated by and between trial counsel and defense counsel, with the express consent of the Accused, that the following facts are true:

1. CWO4 Brian T. Ware, USN, voluntarily enlisted in the United States Navy on 25 March 1987 and has been on continuous active duty without interruption since that date. His highest enlisted rank was Senior Chief Petty Officer. He was commissioned as a Chief Warrant Officer in 2009. He is currently assigned to USS RONALD REAGAN (CVN 76).

2. At no time did he suffer from any mental defect or disease that caused him to commit the offenses to which he is pleading guilty, nor was he under the influence of alcohol or drugs at the time of the offenses. He was not forced or coerced to commit the offenses, nor did he commit the offenses to save himself or anyone else from death or grievous bodily harm. He engaged in the conduct underlying the offenses voluntarily and does not believe that he had any authority, entitlement, legal justification, or excuse that allowed him to commit the acts.

**General Matters**

3. The Naval Supply Systems Command issues NAVSUP Publication 486, which is the governing document for Navy Food Service. The document states, "Navy Supply Community professionals must maintain trust and confidence by constantly reinforcing ethical principles and avoiding any actions that create the appearance of impropriety or that call our integrity into question."<sup>1</sup>

4. From about April 2010 to about December 2012, CWO4 Ware was assigned as Food Service Officer onboard the USS BLUE RIDGE (LCC 19), with a nominal crew size of over 500 Sailors. The USS BLUE RIDGE was and remains the flagship for Commander, United States Seventh Fleet. From about December 2012 through September 2013, CWO4 Ware was assigned as Food Service Officer onboard the USS GEORGE WASHINGTON (CVN 73), with a nominal crew size of over 3000 Sailors. Both ships were part of the Forward Deployed Naval Forces (FDFNF), homeported in Yokosuka, Japan. Based on the mission of the USS BLUE RIDGE and the nature of FDFNF vessels, CWO4 Ware made frequent deployments and port visits throughout Asia.

<sup>1</sup> NAVSUP 486, Paragraph 1001.

5. As Food Service Officer, it was CWO4 Ware's duty to oversee and implement messing procedures onboard the ship. He was responsible for "ensuring the approved Navy Standard Core Menu was prepared as written" using authorized ingredients. He was "personally and legally responsible" for the ship's subsistence account, and he was required to maintain "positive control and accountability" over the mess. He had authority to generate food orders. Although the Navy used a standard 21-day menu, CWO4 Ware had discretion to decide which items to buy and in which quantities. He was charged with "[t]aking all practical and necessary actions to protect the food and cash entrusted to the [his] care."<sup>2</sup>

6. Glenn Defense Marine Asia (GDMA) was a husbanding service provider operating primarily in Asia and Southeast Asia. U.S. Navy vessels contracted with GDMA to provide husbanding services, including the sale of food items, in-ports throughout the Seventh Fleet Area of Responsibility. As a company engaging and seeking to engage in business with the U.S. Navy, GDMA was a prohibited source within the meaning of 5 C.F.R. Part 2635.

7. CWO4 Ware ordered food items from GDMA in several port visits during his time as Food Service Officer onboard USS BLUE RIDGE and USS GEORGE WASHINGTON. His orders ranged from minor dollar amounts to orders totaling over \$100,000.

8. During time periods pertinent to the charged offenses, Mr. Neil Peterson served as GDMA's General Manager, Worldwide Operations and as Assistant Vice President, Global Operations.<sup>3</sup> As an employee of GDMA, Mr. Neil Peterson was a prohibited source. CWO4 Ware interacted with Mr. Neil Peterson as early as 14 September 2010. CWO4 Ware and Mr. Neil Peterson shared a friendly relationship, with CWO4 Ware often referring to Mr. Neil Peterson as "brother."

9. At all times during the charged offenses, the Joint Ethics Regulation, Department of Defense 5500.07R, (JER) was in effect. The JER is implemented by Department of Defense Directive 5500.07, dated 9 November 2007. The JER is a punitive lawful order, and certain sections of the JER are lawful general orders. Paragraph 2-100 of the JER is a lawful order which refers to 5 C.F.R., Part 2635, "Standards of Ethical Conduct for Employees of the Executive Branch." In turn, 5 C.F.R. § 2635.202 states in pertinent part that "an employee shall not, directly or indirectly, solicit or accept a gift ... from a prohibited source." At all times during the charged offenses, CWO4 Ware knew he had a duty to obey the requirements of the JER.

10. While serving as Food Service Officer onboard USS BLUE RIDGE and USS GEORGE WASHINGTON, CWO4 Ware received hotel rooms, cell phones, and transportation (in the form of car and driver) in at least 10 ports.<sup>4</sup> While on deployment, he maintained a frequent dialogue with Mr. Neil Peterson and GDMA discussing his food orders and GDMA's provision of a hotel, car, and cell phone in each port.

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<sup>2</sup> NAVSUP 486, at Paragraph 1105.

<sup>3</sup> Mr. Neil Peterson served as GDMA's General Manager, Worldwide Operations prior to 2012. In 2012 and 2013, he served as GDMA's Assistant Vice President, Global Operations.

<sup>4</sup> CWO4 Ware interview of 31 March 2017, at page 139.



**Charge I, Specification 1, JER Violation for Gift Acceptance in Singapore in May 2012**

11. On or about 17 May 2012, at or near Singapore, CWO4 Ware failed to obey Paragraph 2-100 of the JER by wrongfully accepting a gift of a value exceeding permissible limits from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, a prohibited source, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson, in the form of lodging, transportation, and the use of a cellular phone.

12. Specifically, CWO4 Ware stayed at the Park hotel for two nights from 17-18 May 2012.<sup>5</sup> All expenses were paid by GDMA. During this same port visit, GDMA charged the USS BLUE RIDGE at least \$90 per day for a medium size sedan and driver.<sup>6</sup>

**Charge I, Specification 2, JER Violation for Gift Acceptance in Thailand in May 2012**

13. On or about 25 May 2012 to on or about 28 May 2012, at or near Pattaya, Thailand and Bangkok, Thailand, CWO4 Ware failed to obey Paragraph 2-100 of the JER by wrongfully accepting a gift of a value exceeding permissible limits from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, a prohibited source, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson, in the form of lodging, transportation, and the use of a cellular phone.

14. Specifically, CWO4 Ware stayed at the Pattaya Discovery Beach Hotel from 25-29 May 2012. During that time period, he also had a hotel room in Bangkok, Thailand from 26-28 May 2012, with late checkout.<sup>7</sup> He had a driver serve him in both cities. All expenses were paid by GDMA. During this port visit, GDMA charged the USS BLUE RIDGE \$140 per day for a medium size sedan and driver.<sup>8</sup>

**Charge I, Specification 3, JER Violation for Gift Acceptance in Australia in July 2013**

15. On or about 29 July 2013, at or near Brisbane, Australia, CWO4 Ware failed to obey Paragraph 2-100 of the JER by wrongfully accepting a gift of a value exceeding permissible limits from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, a prohibited source, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson, in the form of lodging, transportation, and the use of a cellular phone.

16. Specifically, CWO4 Ware solicited a gift from GDMA, writing he was "looking for some love on a room if possible." This email referred solely to the hotel room itself and in no way, shape, or form, was a request for or acceptance of any type of prostitution services. He requested a hotel room for the time period 29 July – 3 August 2013. A GDMA representative in Australia informed CWO4 Ware his room was booked at the Novotel Brisbane, a 4.5 star hotel.<sup>9</sup> All expenses were paid by GDMA.

<sup>5</sup> Email from GDMA employee to Leonard Francis dated 5 June 2012, subject "FW: Times Software Dongle,"

<sup>6</sup> GDMA "Tax Invoice" of 18 May 2012.

<sup>7</sup> Email exchange between CWO4 Ware and "Yin," dated 19 May 2012, subject "FSO."

<sup>8</sup> GDMA "Tax Invoice" of 28 May 2012.

<sup>9</sup> Mr. T.P. email of 23 July 2013, subject "Room Booked."

**Charge I, Specification 4, JER Violation for Various Gift Acceptance in the SEVENTH Fleet AOR from April 2010-September 2013**

17. On divers occasions from about April 2010 to about September 2013, in the Seventh Fleet Area of Operations, CWO4 Ware failed to obey Paragraph 2-100 of the JER by wrongfully soliciting and accepting gifts of a value exceeding permissible limits from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, a prohibited source, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson, in the form of requesting lodging, transportation, and the use of a cellular phone, which arrangements were paid for by representatives of Glenn Defense Marine Asia.

18. In support of this Specification, CWO4 Ware received the following gifts from GDMA, which are distinct from the gifts which form the basis for Charge I, Specifications 1-3:

a. A hotel room in Jakarta at the Shangri-La hotel in June 2012 for CWO4 Ware and CWO4 Ware's guest and friend, LTJG M.D., funded by GDMA.<sup>10</sup> LTJG M.D.'s room cost \$329.18

b. A "luxury tourist" hotel room, car, and driver, near Osan, Korea during a port visit to Busan, Korea on or about 24 August 2012, funded by GDMA. CWO4 Ware ensured GDMA employees booked a hotel near the Osan Military Base. He specifically asked the GDMA employee to ensure the driver did not put a sign on the vehicle's window with CWO4 Ware's name.

c. A hotel room, car, and cell phone in Kota Kinabalu, Malaysia in February 2011.

d. A hotel room and driver in Sihanoukville, Cambodia in April 2012.<sup>11</sup> During this same port visit the USS BLUE RIDGE paid GDMA \$120 per day for a medium sedan and driver. One car was provided to the Seventh Fleet Chief of Staff; one car to the USS BLUE RIDGE Commanding Officer.<sup>12</sup>

e. A hotel and driver in Pyeongtaek, Korea during a port visit beginning 24 August 2012. CWO4 Ware requested the hotel room feature three beds.<sup>13</sup>

f. A driver and hotel room at the 'International Hotel' in Changwon, Korea for a port visit to Chinhae, Korea beginning 30 August 2012.

g. A hotel and driver in DaNang, Vietnam from 23-26 April 2012.<sup>14</sup> During this same port visit, the USS BLUE RIDGE paid GDMA \$300 per day for a medium sedan and driver.

<sup>10</sup> Email exchange, subject "Shangrila Payment," of 18 May - 4 June 2012.

<sup>11</sup> Interview of CWO4 Ware of 31 March 2017, at page 107.

<sup>12</sup> GDMA "Tax Invoice" of 4 May 2012.

<sup>13</sup> Email exchange between CWO4 Ware and S.H.P. from 22-27 August 2012, subject "Hotel Reservation."

<sup>14</sup> Email from CWO4 Ware to "yin" dated 20 April 2012, subject: "Hello VN"

One car was provided to the Seventh Fleet Chief of Staff; one car to the USS BLUE RIDGE Commanding Officer.<sup>15</sup>

**Charge II, Specification 1, Graft as Food Service Officer onboard USS BLUE RIDGE**

19. On divers occasions from about April 2010 to about December 2012, while onboard USS BLUE RIDGE in the Seventh Fleet Area of Operations, CWO4 Ware wrongfully and unlawfully received gifts of lodging, transportation, and the use of cellular phones, constituting a total gift value of over \$1,000, from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson.

20. At the time, CWO4 Ware occupied an official position as the Food Service Officer onboard USS BLUE RIDGE.

21. CWO4 Ware received these gifts in recognition of services rendered and to be rendered by him in relation to the accurate and non-fraudulent contracting of the U.S. Navy for the purchase of supplies for USS BLUE RIDGE.

22. CWO4 Ware took the following specific actions which constitute services rendered or to be rendered in support of this Specification:

a. During a May 2012 USS BLUE RIDGE port visit to Jakarta, Indonesia, the Chief of Staff of the U.S. Seventh Fleet expressed dissatisfaction with the liberty bus operation by GDMA. Specifically, the Chief of Staff complained the busses were slow and the night's last bus never came, leaving Sailors stranded. In internal GDMA correspondence, Mr. Neil Peterson wrote to another GDMA employee stating he (Mr. Neil Peterson) asked CWO4 Ware "to talk to Supply and spread the word around especially to N4 Supply that it has nothing to do with GDMA and that its is [sic] simply the traffic situation in Jakarta."

b. In addition to the intervention described above, CWO4 Ware received these gifts in recognition of the food orders he placed with GDMA to date, and the food orders he would reasonably place with GDMA in the future.

23. The contracting listed in paragraph 21, above, was an official matter in which the United States was and is interested. The United States Navy has an interest in non-fraudulent contracting for the sale of food to its vessels, and such contracting is an official matter.

24. Under the circumstances, CWO4 Ware's conduct was of a nature to bring discredit upon the armed forces.

25. On 1 September 2012, CWO4 Ware informed Mr. Neil Peterson he was slated to serve as the Food Service Officer onboard USS GEORGE WASHINGTON, stating "...so I know we will work together again for the next 3 years!"<sup>16</sup>

<sup>15</sup> GDMA "Tax Invoice" of 26 April 2012.

<sup>16</sup> Email exchange between CWO4 Ware and Mr. Neil Peterson 22-31 August 2012, subject "Thanks.."



26. As of 4 April 2010, Mr. Neil Peterson claimed, in an email internal to GDMA, that “the entire food division onboard the BLR is onboard GDMA band wagon. You can mark up almost 80-100 % depending on the unit cost.”<sup>17</sup>

**Charge II, Specification 2, Graft as Food Service Officer onboard USS GEORGE WASHINGTON**

27. On divers occasions from about December 2012 to about September 2013, while onboard USS GEORGE WASHINGTON in the Seventh Fleet Area of Operations, CWO4 Ware wrongfully and unlawfully received gifts of lodging, transportation, and the use of cellular phones, constituting a total gift of some value from Mr. Neil Peterson, General Manager, Worldwide Operations, Glenn Defense Marine Asia, and Glenn Defense Marine Asia employees working on behalf of Mr. Neil Peterson.

28. At the time, CWO4 Ware occupied an official position as the Food Service Officer onboard USS GEORGE WASHINGTON.

29. Upon reporting to the USS GEORGE WASHINGTON, CWO4 Ware emailed Mr. Neil Peterson. He announced the location of several upcoming port visits, requested a hotel in Australia, and also wrote, “Hope we can work together again beucase [sic] the FSO always needs a nice room and transportation [sic].”<sup>18</sup>

30. CWO4 Ware received these gifts in recognition of services rendered and to be rendered by him in relation to the accurate and non-fraudulent contracting of the U.S. Navy for the purchase of supplies for USS GEORGE WASHINGTON. Having consideration discretion in food service orders for one of the largest vessels in the Navy’s fleet, CWO4 Ware modified his food orders in various ways at the request of GDMA and to enrich GDMA.

31. CWO4 Ware took the following specific actions which constitute services rendered in support of this Specification:

a. The USS GEORGE WASHINGTON made a port visit to Brisbane, Australia from 29 July – 3 August 2013. CWO4 Ware submitted an additional food order in Brisbane, Australia, at the request of GDMA. He first confirmed the vendor “Peter” purchased food from GDMA, writing “I think he buys through you; Glenn Marine, correct?”<sup>19</sup> Later, Mr. Neil Peterson wrote CWO4 Ware, “Any chance of beefing up the order mate!?” CWO4 Ware responded: “To get a extra order I have to get it approved. IT GOT APPORVED [sic] and we get to Peter to be on the pier!!!! Beefing up – complete...”<sup>20</sup> Mr. Neil Peterson confirmed CWO4 Ware “beefed up” the order in an email to another GDMA employee.<sup>21</sup>

<sup>17</sup> Email from Mr. Neil Peterson to Y.P. dated 4 April 2010, subject “food catalog.”

<sup>18</sup> CWO4 Ware email of 3 July 2013, subject “Hey Brofiter, it’s FSO.”

<sup>19</sup> Email exchange between CWO4 Ware and Mr. Neil Peterson of 18 July 2013, subject “RE: Re: whats up!!”

<sup>20</sup> Email exchange between CWO4 Ware and Mr. Neil Peterson of 18-23 July 2013, subject “whats up!!”

<sup>21</sup> Email from Mr. Neil Peterson to Mr. T.P. of 23 July 2013, subject “Brian Ware, FSO on GWA.” G.W.A. is the call sign for the USS GEORGE WASHINGTON.

b. Later that day, he wrote Mr. N.P, stating "It's not easy doing a 1155 because the price is SO HIGH but everything went well and now I have Fresh Items on the pier!" An "1155" refers to Department of Defense Form 1155, "Order for Supplies or Services."<sup>22</sup>

c. CWO4 Ware later told Mr. Neil Peterson he did an "add-on order" for the GDMA distributor in Brisbane. He did so even though he stated, "...we are so full on food but I know your services are good. We also have a RAS before we get there and when we leave so I feel confident I am giving you love brother!" and "Hope that helps Brother."<sup>23</sup> "R.A.S." is the abbreviation for underway replenishment, by which Navy vessels receive resupply of stores and fuel at sea from U.S. Naval Ships (U.S.N.S.). A R.A.S. from a U.S.N.S. vessel generally allows the Navy greater flexibility to provide supplies procured from vendors with whom they can contract for lower prices.

d. In September 2013, in preparation for a port visit to Malaysia, CWO4 Ware asked for a point of contact for the food catalog well in advance of the port visit. He wrote, "I have to get it approved by TYCOM prior to ordering so I want to get a head start and get you as much business as possible!" He followed up, "Hope to see you on this cruise and I hope I get love in Korea/KL/HK."<sup>24</sup> A "TYCOM" is an abbreviation for Type Commander. In this case, CWO4 Ware was referring to Commander, Navy Air Forces Pacific, the Type Commander in the USS GEORGE WASHINGTON's administrative chain of command. By "KL" and "HK," CWO4 Ware was referring to Kuala Lumpur and Hong Kong, upcoming port visits for the USS GEORGE WASHINGTON. While discussing the "beef[ed] up" order in Brisbane, Mr. Neil Peterson wrote CWO4 Ware, "I got you in Malaysia as well. Now in Malaysia we're talking the full nine yards, hotel, driver, phone, personal assistant (smiley face)."<sup>25</sup>

e. On 14 September 2013, Mr. Neil Peterson emailed another GDMA employee indicating he asked CWO4 Ware to "focus on Port Klang" over Busan, Korea, for food orders for upcoming port visits because Port Klang was more advantageous to GDMA.<sup>26</sup> Port Klang is a port town in Malaysia.

f. In addition to the intervention described above, CWO4 Ware received these gifts in recognition of the food orders he placed with GDMA to date, and the food orders he would reasonably place with GDMA in the future.

32. The contracting listed in paragraph 30, above, was an official matter in which the United States was and is interested.

33. Under the circumstances, CWO4 Ware's conduct was of a nature to bring discredit upon the armed forces.

<sup>22</sup> Email exchange between CWO4 Ware and Mr. Neil Peterson of 18-23 July 2013, subject "whats up!!"


<sup>23</sup> Email exchange between CWO4 Ware and Mr. Neil Peterson of 18-23 July 2013, subject "whats up!!"

<sup>24</sup> CWO4 Ware email of 13 September 2013, subject "here we come."

<sup>25</sup> Email exchange between CWO4 Ware and Mr. Neil Peterson of 18-23 July 2013, subject "whats up!!"

<sup>26</sup> Mr. Neil Peterson email of 14 September 2013, subject "FSO on George Washington."

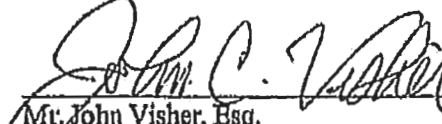
11/22/17  
Date

  
CWO4 Brian T. Ware, USN  
Accused

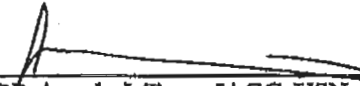
22 Nov 17  
Date

  
LCDR Jeffrey S. Marden, JAGC, USN  
Detailed Defense Counsel

November 20, 2017  
Date

  
Mr. John Visher, Esq.  
Civilian Defense Counsel

29 Nov 17  
Date

  
CDR Angela J. Tang, JAGC, USN  
Trial Counsel

29 Nov 17  
Date

  
Capt Benjamin P. Brighton, USMC  
Assistant Trial Counsel