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More on Successor in Interest and USERRA

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About Sam Wright

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***Dorris v. TXD Services LP,* 753 F.3d 740 (8th Cir. 2014).[3]**

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[1] I invite the reader's attention to www.roa.org/lawcenter. You will find more than 2000 "Law Review" articles about the Uniformed Services Employment and Reemployment Rights Act (USERRA), the Servicemembers Civil Relief Act (SCRA), the Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA), the Uniformed Services Former Spouse Protection Act (USFSPA), and other laws that are especially pertinent to those who serve our country in uniform. You will also find a detailed Subject Index, to facilitate finding articles about specific topics. The Reserve Officers Association, now doing business as the Reserve Organization of America (ROA), initiated this column in 1997. I am the author of more than 1800 of the articles.

[2] BA 1973 Northwestern University, JD (law degree) 1976 University of Houston, LLM (advanced law degree) 1980 Georgetown University. I served in the Navy and Navy Reserve as a Judge Advocate General's Corps officer and retired in 2007. I am a life member of ROA. For 44 years, I have worked with volunteers around the country to reform absentee voting laws and procedures to facilitate the enfranchisement of the brave young men and women who serve our country in uniform. I have also dealt with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and the Veterans' Reemployment Rights Act (VRRA—the 1940 version of the federal reemployment statute) for 38 years. I developed the interest and expertise in this law during the decade (1982-92) that I worked for the United States Department of Labor (DOL) as an attorney. Together with one other DOL attorney (Susan M. Webman), I largely drafted the proposed VRRA rewrite that President George H.W. Bush presented to Congress, as his proposal, in February 1991. On 10/13/1994, President Bill Clinton signed into law USERRA, Public Law 103-353, 108 Stat. 3162. The version of USERRA that President Clinton signed in 1994 was 85% the same as the Webman-Wright draft. USERRA is codified in title 38 of the United States Code at sections 4301 through 4335 (38 U.S.C. 4301-35). I have also dealt with the VRRA and USERRA as a judge advocate in the Navy and Navy Reserve, as an attorney for the Department of Defense (DOD) organization called Employer Support of the Guard and Reserve (ESGR), as an attorney for the United States Office of Special Counsel (OSC), as an attorney in private practice, and as the Director of the Service Members Law Center (SMLC), as a full-time employee of ROA, for six years (2009-15). Please see Law Review 15052 (June 2015), concerning the accomplishments of the SMLC. My paid employment with ROA ended 5/31/2015, but I have continued the work of the SMLC as a volunteer. You can reach me by e-mail at SWright@roa.org.

[3] This is a 2014 decision of the United States Court of Appeals for the 8th Circuit, the federal appellate court that sits in St. Louis and hears appeals from district courts in Arkansas, Iowa, Minnesota, Missouri, Nebraska, North Dakota, and South Dakota. The citation means that you can find this decision in Volume 753 of *Federal Reporter,*

Q: I am a Colonel[4] in the Army Reserve and a life member of the Reserve Organization of America.[5] I have read with great interest several of your "Law Review" articles about the Uniformed Services Employment and Reemployment Rights Act (USERRA). I was particularly interested in Law Review 21002 (January 2021) about how the successor in interest to the service member's pre-service employer may inherit the reemployment responsibility of the predecessor employer if there was a transition during the time that the service member was away from work for uniformed service.

I left home to go to our state university in 1987 and graduated in 1991. While in college, I participated in the Army's Reserve Officers Training Corps (ROTC). In May 1991, upon graduating from college, I was commissioned a Second Lieutenant. I served on active duty for six years, until May 1997, when I left active duty and transitioned to the Army Reserve. I have been recalled to active duty several times, sometimes voluntarily and sometimes involuntarily, and I have performed drill weekends and annual training. In May 2021, I will reach my mandatory removal date (MRD) based on 30 years of commissioned service, and I will retire from the Army Reserve before that time.

In 1987, shortly after I left active duty, I was hired by a fine-dining restaurant—let us call it Quisling's Norwegian Seafood Restaurant. A man I will call Vidkun Quisling founded the restaurant in 1970 and has owned it and operated it continuously since then. I worked my way up through the restaurant. In 1999, Mr. Quisling opened a second location in the same city and made me the manager of that restaurant, and I have worked in that capacity continuously since then.

Over the years, Mr. Quisling has given me a hard time about my absences from work for Army Reserve drill weekends, annual training, and voluntary and involuntary active duty periods, although those absences have been clearly protected by USERRA. I recently completed one year of voluntary active duty, from 1/1/2020 through 12/31/2020. I signed up

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Third Series, starting on page 740. I wrote about this case originally in Law Review 14032 (March 2014). In that article I wrote: "This case was brought against the wrong defendant with the wrong legal theory."

[4] This factual set-up is fictitious but realistic. Some of the facts are inspired by *Dorris v. TXD Services LP.*

[5] At its September 2018 annual convention, the Reserve Officers Association amended its Constitution to make all service members (E-1 through O-10) eligible for membership and adopted a new "doing business as" (DBA) name: Reserve Organization of America. The full name of the organization is now the Reserve Officers Association DBA the Reserve Organization of America. The point of the name change is to emphasize that our organization represents the interests of all Reserve Component members, from the most junior enlisted personnel to the most senior officers. Our nation has seven Reserve Components. In ascending order of size, they are the Coast Guard Reserve, the Marine Corps Reserve, the Navy Reserve, the Air Force Reserve, the Air National Guard, the Army Reserve, and the Army National Guard. The number of service members in these seven components is almost equal to the number of personnel in the Active Components of the armed forces, so Reserve Component personnel make up almost half of our nation's pool of trained and available military personnel. Our nation is more dependent than ever before on the Reserve Components for national defense readiness. More than a million Reserve Component personnel have been called to the colors since the terrorist attacks of 9/11/2001.

for this active duty period for two reasons. First, our country needs me. This assignment was right up my alley, and the billet went begging for some time until I volunteered. Second, because I am approaching my mandatory retirement date this was my last chance to accumulate retirement points and credit for early receipt of my Army Reserve retirement. I will retire from the Army Reserve in May 2021, with 30 years of commissioned service.

Mr. Quisling has a son and a daughter, both now adults. For years, he tried to interest them in taking over the restaurant, but both have successful careers and are not interested in managing a pair of restaurants. When it finally became clear that his two children would not run the restaurants, Mr. Quisling started conversations with Bob Jones (the manager of the original Quisling's location) and me about selling the restaurant to us. Mr. Quisling entered an "oral arrangement" (I thought that it was a binding contract.) to sell the two restaurants to us by 7/31/2021.[6]

When I told Mr. Quisling in October 2019 that I had volunteered for one final active duty period, he got angry. He told me that my volunteering for another active duty period was the last straw, and he terminated his agreement to sell the restaurant to me and Mr. Jones. He entered a new written contract to sell the restaurants to Mr. Jones alone, and he moved up the sale date to 7/31/2020.

In the written contract, Mr. Jones agreed to offer employment to all the "loyal employees" on a list (appended to the contract) that Mr. Quisling prepared. Pointedly, Mr. Quisling struck my name from that list. He said that I was "disloyal" because I was "more interested in playing soldier" than in operating the restaurant.

I left active duty as few days ago. Do I have the right to reemployment at the restaurant?

A: Yes. You have the right to reemployment if you meet the five USERRA conditions for reemployment:

1. You must have left the civilian job to perform voluntary or involuntary service in the uniformed services.[7] You already meet this condition.
2. You must have given the employer prior oral or written notice.[8] You have met this condition.
3. You must not have exceeded the five-year cumulative limit on the duration of the period or periods of uniformed service that you have performed with respect to the employer

[6] A written contract is clearly preferable—Yogi Berra said that "an oral contract ain't worth the paper it is printed on." But an oral contract can be enforceable. You should seek legal advice in your state as to the enforceability of the oral agreement between you, Mr. Quisling, and Mr. Jones.
[7] 38 U.S.C. 4312(a).
[8] 38 U.S.C. 4312(a)(1).

relationship for which you seek reemployment.[9] As I have explained in Law Review 16043 (May 2016), there are nine exemptions from the five-year limit. That is, there are nine kinds of service that do not count toward exhausting an individual's five-year limit with respect to a specific employer. For purposes of this article, I will assume that your final year of voluntary active duty does not put you over the cumulative five-year limit with respect to your employer relationship with Quisling's Norwegian Seafood Restaurant.

4. You must have been released from the period of service without having received a disqualifying bad discharge from the military.[10] You meet this criterion.
5. After release from the period of service, you must have made a timely application for reemployment.[11]

When you meet these five conditions, you are entitled to prompt reemployment. The *new* "Quisling's Norwegian Seafood Restaurants" owned by Bob Jones is clearly the *successor in interest* to the "old" restaurants owned by Vidkun Quisling. USERRA's definitions section defines the terms "employer" and "successor in interest" as follows:

> **(4)**
> **(A)** Except as provided in subparagraphs (B) and (C), the term "employer" means any person, institution, organization, or other entity that pays salary or wages for work performed or that has control over employment opportunities, including—
> **(i)** a person, institution, organization, or other entity to whom the employer has delegated the performance of employment-related responsibilities;
> **(ii)** the Federal Government;
> **(iii)** a State;
> **(iv)** *any successor in interest to a person, institution, organization, or other entity referred to in this subparagraph;* and
> **(v)** a person, institution, organization, or other entity that has denied initial employment in violation of section 4311.
> **(B)** In the case of a National Guard technician employed under section 709 of title 32, the term "employer" means the adjutant general of the State in which the technician is employed.
> **(C)** Except as an actual employer of employees, an employee pension benefit plan described in section 3(2) of the Employee Retirement Income Security Act of 1974 (29 U.S.C. 1002(2)) shall be deemed to be an employer only with respect to the obligation to provide benefits described in section 4318.
> **(D)**

[9] 38 U.S.C. 4312(c).
[10] 38 U.S.C. 4304. Disqualifying discharges include punitive discharges (awarded by court martial) and "OTH" (other-than-honorable) administrative discharges.
[11] Because your period of service lasted more than 180 days, you have 90 days (starting on the date of release) to apply for reemployment. 38 U.S.C. 4312(e)(1)(D). Because you left active duty on 12/31/2020, you must apply for reemployment by 3/31/2021.

> **(i)** *Whether the term "successor in interest" applies with respect to an entity described in subparagraph (A) for purposes of clause(iv) of such subparagraph shall be determined on a case-by-case basis using a multi-factor test that considers the following factors:*
> **(I)** Substantial continuity of business operations.
> **(II)** Use of the same or similar facilities.
> **(III)** Continuity of work force.
> **(IV)** Similarity of jobs and working conditions.
> **(V)** Similarity of supervisory personnel.
> **(VI)** Similarity of machinery, equipment, and production methods.
> **(VII)** Similarity of products or services.
> **(ii)** *The entity's lack of notice or awareness of a potential or pending claim under this chapter at the time of a merger, acquisition, or other form of succession shall not be considered when applying the multi-factor test under clause (i).*[12]

Q: What does it mean to "submit an application for reemployment"?

A: No specific form of words is required, and the application need not be in writing, but a written application is certainly prudent. The essential message is as follows: I used to work here. I left the job to perform uniformed service. I have returned from the period of service, and I want my job back.

In Law Review 20003 (January 2020), I included a sample application for reemployment letter. I suggest that you use that template and add a paragraph to the effect that the "new" Quisling's is the successor in interest to the "old" Quisling's and has inherited the obligation to reemploy you. You could attach a copy of this article.

You need to address your application for reemployment to Mr. Jones, the successor, not Mr. Quisling, the predecessor.

Q: At my age, I certainly do not want to be a busboy. What kind of a job am I entitled to?

A: If you meet the five USERRA conditions, you are entitled to be reemployed "in the position of employment in which the person [you] *would have been employed* if the continuous employment of such person with the employer had not been interrupted by such service, or a position of like seniority, status, and pay, the duties of which the person is qualified to perform."[13] If you had remained continuously employed instead of returning to active duty, you would have remained in the position of manager of the newer of the two Quisling's restaurants. You are entitled to be reemployed in that position or another position, for which you are qualified, that is of like seniority, status, and pay. The only position of like status and pay would be the manager of the original Quisling's restaurant.

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[12] 38 U.S.C. 4303(4) (emphasis supplied).
[13] 38 U.S.C. 4313(a)(2)(A) (emphasis supplied).

Q: What is to keep Jones from reemploying me and then firing me a week later?

A: Section 4316(c) of USERRA provides:

> **(c)** A person who is reemployed by an employer under this chapter shall not be discharged from such employment, except for cause—
>
> **(1)** within one year after the date of such reemployment, if the person's period of service before the reemployment was more than 180 days; or
>
> **(2)** within 180 days after the date of such reemployment, if the person's period of service before the reemployment was more than 30 days but less than 181 days.[14]
>
> USERRA's legislative history explains the purpose and effect of this provision as follows:
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> Section 4315(d) [later renumbered as 4316(c)] would relate the period of special protection against discharge without cause to the length, and not the type, of military service or training. Under current law [the much-amended 1940 reemployment statute], there is a one-year period of special protection against discharge without cause after return from active duty and six months protection after return from initial active duty for training. There is no explicit protection for employees returning from active duty for training or inactive duty training regardless of length. Under this provision, the protection would begin only upon proper and complete reinstatement. *See O'Mara v. Peterson Sand & Gravel Co.,* 498 F.2d 896, 898 (7th Cir. 1974).[15]
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> The purpose of this special protection is to ensure that the returning serviceperson has a reasonable time to regain civilian skills and to guard against a bad faith or pro forma reinstatement. As expressed in *Carter v. United States,* 407 F.2d 1238, 1244 (D.C. Cir. 1968), "cause" must meet two criteria: (1) it is reasonable to discharge employees because of certain conduct; and (2) the employee had notice, expressed or fairly implied, that such conduct would be notice [cause] for discharge. The burden of proof to show that the discharge was for cause is on the employer. *See Simmons v. Didario,* 796 F. Supp. 166, 172 (E.D. Pa. 1992).
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> The limitation upon the period of special protection should not be considered to be a limitation upon the duration of other rights under chapter 43 [the reemployment statute]. *See Oakley v. Louisville and Nashville Railway Co.,* 338 U.S. 278, 284-85 (1949). Similarly, the expiration of the period of special protection does not end the protection

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[14] 38 U.S.C. 4316(c).

[15] The *O'Mara* case, and the citation to it in the legislative history, mean that if Mr. Jones reinstates you into an insufficient position, like assistant manager instead of manager, the one-year special protection period has not started running and therefore it has not expired, even if Mr. Jones waits 14 months before firing you.

against discrimination contained in proposed section 4311. It is to be understood, however, that good cause exists if the "escalator" principle would have eliminated a person's job or placed that person on layoff in the normal course.[16]

The two pertinent sections of the Department of Labor USERRA Regulation are as follows:

> **Does USERRA provide the employee with protection against discharge?**
>
> **Yes.** If the employee's most recent period of service in the uniformed services was more than 30 days, he or she must not be discharged except for cause --
>
> **(a)** For 180 days after the employee's date of reemployment if his or her most recent period of uniformed service was more than 30 days but less than 181 days; or,
>
> **(b)** For one year after the date of reemployment if the employee's most recent period of uniformed service was more than 180 days.[17]
>
> **What constitutes cause for discharge under USERRA?**
>
> The employee may be discharged for cause based either on conduct or, in some circumstances, because of the application of other legitimate nondiscriminatory reasons.
>
> **(a)** In a discharge action based on conduct, the employer bears the burden of proving that it is reasonable to discharge the employee for the conduct in question, and that he or she had notice, which was express or can be fairly implied, that the conduct would constitute cause for discharge.
>
> **(b)** If, based on the application of other legitimate nondiscriminatory reasons, the employee's job position is eliminated, or the employee is placed on layoff status, either of these situations would constitute cause for purposes of USERRA. The employer bears the burden of proving that the employee's job would have been eliminated or that he or she would have been laid off.[18]

Q: What if Mr. Jones waits one year and a day and then fires me?

A: In that case, you are still protected by section 4311, which provides:

> **(a)** A person who is a member of, applies to be a member of, performs, has performed, applies to perform, or has an obligation to perform service in a uniformed service shall not be denied initial employment, reemployment, retention in employment, promotion,

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[16] Report of the House of Representatives Committee on Veterans' Affairs, House Committee Report, April 28, 1993, H.R. Rep. No. 103-65 (Part 1), reprinted in Appendix D-1 of *The USERRA Manual,* by Kathryn Piscitelli and Edward Still. The quoted paragraphs can be found on pages 817-18 of the 2020 edition of the *Manual.*

[17] 20 C.F.R. 1002.247 (bold question and bold "Yes" in original).

[18] 20 C.F.R. 1002.248 (bold question in original).

or any benefit of employment by an employer on the basis of that membership, application for membership, performance of service, application for service, or obligation.

(b) An employer may not discriminate in employment against or take any adverse employment action against any person because such person (1) has taken an action to enforce a protection afforded any person under this chapter, (2) has testified or otherwise made a statement in or in connection with any proceeding under this chapter, (3) has assisted or otherwise participated in an investigation under this chapter, or (4) has exercised a right provided for in this chapter. The prohibition in this subsection shall apply with respect to a person regardless of whether that person has performed service in the uniformed services.

(c) An employer shall be considered to have engaged in actions prohibited—

(1) under subsection (a), if the person's membership, application for membership, service, application for service, or obligation for service in the uniformed services is a motivating factor in the employer's action, unless the employer can prove that the action would have been taken in the absence of such membership, application for membership, service, application for service, or obligation for service; or

(2) under subsection (b), if the person's (A) action to enforce a protection afforded any person under this chapter, (B) testimony or making of a statement in or in connection with any proceeding under this chapter, (C) assistance or other participation in an investigation under this chapter, or (D) exercise of a right provided for in this chapter, is *a motivating factor* in the employer's action, unless the employer can *prove* that the action would have been taken in the absence of such person's enforcement action, testimony, statement, assistance, participation, or exercise of a right.

(d) The prohibitions in subsections (a) and (b) shall apply to any position of employment, including a position that is described in section 4312(d)(1)(C) of this title.[19]

Q: I want to sue Mr. Quisling. I think that he violated USERRA when he struck my name off the list of "loyal employees" that Mr. Jones was required to employ. What do you think about that?

A: I think that is a bad idea—the same mistake that Jonathan Dorris and his attorney made in *Dorris v. TXD Services.* Your right to reemployment is under USERRA, not under the sales contract between Quisling and Jones. The contract does not and cannot overrule a federal law like USERRA, which provides:

[19] 38 U.S.C. 4311 (emphasis supplied). Please see Law Review 17016 (March 2017) for a detailed discussion of section 4311.

> **(a)** Nothing in this chapter [USERRA] shall supersede, nullify or diminish any Federal or State law (including any local law or ordinance), contract, agreement, policy, plan, practice, or other matter that establishes a right or benefit that is more beneficial to, or is in addition to, a right or benefit provided for such person in this chapter.
>
> **(b)** This chapter supersedes any State law (including any local law or ordinance), *contract*, agreement, policy, plan, practice, or other matter that reduces, limits, or eliminates in any manner any right or benefit provided by this chapter, including the establishment of additional prerequisites to the exercise of any such right or the receipt of any such benefit.[20]

USERRA also provides: "The [successor] entity's lack of notice or awareness of a potential or pending claim under this chapter at the time of a merger, acquisition, or other form of succession shall not be considered when applying the multi-factor test under clause (i)."[21]

The contract between Quisling and Jones, to sell the restaurant, was executed on 7/31/2020, five months before you completed your year-long active duty period and applied for reemployment. The sales contract and your exclusion from the attached list of "loyal employees" are largely irrelevant.

Q: I think that I had a valid contract (although oral) with Vidkun Quisling and Bob Jones providing that Quisling would sell the two restaurants (the land, the buildings, the trade names, etc.) to Jones and me by 7/31/2021 and that Quisling and Jones breached the contract by selling the restaurants to Jones alone on 7/31/2020. What do you think about that?

A: The question of the validity of the alleged three-way oral contract is a question that will be decided based on the statutory law and case law of contracts in your state, independent of USERRA.

Q: I think that Quisling reneged on his agreement to sell the restaurants to Jones and me, and sold them to Jones alone, *because he was annoyed with me for going on this final active duty tour.* Thus, I think that reneging on the agreement violated USERRA. Do you agree?

A: No. Section 4311 of USERRA (quoted above) makes it unlawful for an employer to deny a person a "benefit of employment" on the basis of the person's membership in a uniformed service, application to join a uniformed service, etc. USERRA defines the term "benefit of employment" as follows:

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[20] 38 U.S.C. 4302 (emphasis supplied).

[21] 38 U.S.C. 4303(4)(D)(ii). Moreover, Jones was certainly aware, when he bought the two restaurants from Quisling, that you had left your job a few months before to go on active duty in the Army.

> The term "benefit", "benefit of employment", or "rights and benefits" means the terms, conditions, or privileges of employment, including any advantage, profit, privilege, gain, status, account, or interest (including wages or salary for work performed) that accrues by reason of an employment contract or agreement or an employer policy, plan, or practice and includes rights and benefits under a pension plan, a health plan, an employee stock ownership plan, insurance coverage and awards, bonuses, severance pay, supplemental unemployment benefits, vacations, and the opportunity to select work hours or location of employment.[22]

When Quisling decided not to sell the restaurants to Jones and you, and instead sold them to Jones alone, he was acting as the owner, not as your employer. Thus, your right to purchase the restaurants as a co-owner along with Jones was not a "benefit of employment."[23]

Q: I want to sue Mr. Quisling for harassing me all those years, due to my Army Reserve obligations. What do you think about that?

A: I think that is a bad idea. As I explained in Law Review 20049 (May 2020), the court can award money damages only for *pecuniary* loss that the service member or veteran suffered because of the employer's USERRA violation. USERRA, as currently written, does not provide for money damages for mental anguish that did not result in the loss of salary or wages. I favor amending USERRA to broaden the kinds of damages that can be awarded, but for now we must deal with the statute as it is written, not as we want it to be written.

If you were still working for Quisling's Norwegian Seafood Restaurant, and if Mr. Quisling were still the owner-operator, you could conceivably get the court to *order* Mr. Quisling to stop harassing you, by means of an injunction. Because Mr. Quisling is no longer the owner-operator, such an injunction is not available. At this point, there is no remedy that the court can award to you for the harassment over the years.

Summary

If you meet the five USERRA conditions, including making a timely application for reemployment with the new "Quisling's Norwegian Seafood Restaurant" owned by Jones, you are entitled to reemployment in the position that you likely would have continued to hold but for the interruption of your career at the restaurant to return to active duty. The new restaurant is clearly the successor in interest to the old restaurant that you left in January 2020. You need to look forward and not backward.

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[22] 38 U.S.C. 4303(2).

[23] Under other circumstances, like an employee stock ownership plan (ESOP), an employee's right to purchase an interest in the employer could be a "benefit of employment" protected by USERRA.

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This article is one of 2000-plus "Law Review" articles available at www.roa.org/lawcenter. The Reserve Officers Association, now doing business as the Reserve Organization of America (ROA), initiated this column in 1997. New articles are added each month.

ROA is almost a century old—it was established in 1922 by a group of veterans of "The Great War," as World War I was then known. One of those veterans was Captain Harry S. Truman. As President, in 1950, he signed our congressional charter. Under that charter, our mission is to advocate for the implementation of policies that provide for adequate national security. For many decades, we have argued that the Reserve Components, including the National Guard, are a cost-effective way to meet our nation's defense needs. Indeed, ROA is the *only* national military organization that exclusively supports America's Reserve and National Guard.

Through these articles, and by other means, we have sought to educate service members, their spouses, and their attorneys about their legal rights and about how to exercise and enforce those rights. We provide information to service members, without regard to whether they are members of ROA, but please understand that ROA members, through their dues and contributions, pay the costs of providing this service and all the other great services that ROA provides.

If you are now serving or have ever served in any one of our nation's seven uniformed services, you are eligible for membership in ROA, and a one-year membership only costs $20. Enlisted personnel as well as officers are eligible for full membership, and eligibility applies to those who are serving or have served in the Active Component, the National Guard, or the Reserve. If you are eligible for ROA membership, please join. You can join on-line at www.roa.org or call ROA at 800-809-9448.

If you are not eligible to join, please contribute financially, to help us keep up and expand this effort on behalf of those who serve. Please mail us a contribution to:

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