

EXHIBIT

ALG_F1

DA Form 4856 — March 11, 2026 Counseling (Failure to Support Dependent)

Exhibit 1 of 33

Nibarger Response Packet — March 2026

DEVELOPMENTAL COUNSELING FORM

For use of this form, see ATP 6-22.1; the proponent agency is TRADOC.

PRIVACY ACT STATEMENT

AUTHORITY: 5 USC 301, Departmental Regulations, 10 USC 3013, Secretary of the Army.

PRINCIPAL PURPOSE: These records are created and maintained to manage the member's Army and Army National Guard service effectively, to document historically a member's military service, and safeguard the rights of the member and the Army.

NOTE: For additional information, see the System of Records Notice A0600-8-104b AHRC, <https://dpold.defense.gov/Privacy/SORNsIndex/DOD-wide-SORN-Article-View/Article/570051/a0600-8-104b-ahrc/>.

ROUTINE USE(S): There are no specific routine uses anticipated for this form; however, it may be subject to a number of proper and necessary routine uses identified in the system of records notice specified in the purpose statement above.

DISCLOSURE: Disclosure is voluntary.

PART I - ADMINISTRATIVE DATA

Name (Last, First, MI) Nibarger, Adam	Rank/Grade E-2	Date of Counseling 11-Mar-2025
Organization B Co, 232d Med Bn, JBSA Fort Sam Houston, TX 78234	Name and Title of Counselor SFC THOMAS KHOTMANIVONG/ SR. DRILL SERGEANT	

PART II - BACKGROUND INFORMATION

Purpose of Counseling: (Leader states the reason for the counseling, e.g. Performance/Professional/Event-Oriented counseling, and include the leader's facts and observations prior to the counseling.)

Approach: Non Directive Combined Directive

Type of Counseling: General Form Professional Growth Performance Event Oriented

Event Oriented Counseling: - Failure to adequately support Dependant

PART III - SUMMARY OF COUNSELING

Complete this section during or immediately subsequent to counseling.

Key Points Discussion:

You are being counseled regarding your responsibility to properly support your spouse while assigned as a trainee. As a married Soldier, you are authorized to receive Basic Allowance for Housing (BAH) at the with-dependent rate. The purpose of BAH is to provide financial support for your family's housing and living expenses while you are serving on active duty.

While you are in a training status, the Army is already providing for your room, board, meals, and basic living needs at no cost to you. Because these necessities are covered by the Army during training, the BAH you receive is specifically intended to support your dependent(s), including your spouse, in maintaining housing and meeting essential living expenses.

It has come to the attention of the Company Commander that you are not providing your spouse with an appropriate portion of the BAH you are receiving. Soldiers have both a moral and professional obligation to financially support their dependents. Failure to properly support your spouse may constitute financial irresponsibility and failure to support a dependent, which can result in administrative action or disciplinary measures under applicable Army regulations and policies.

You are expected to ensure that your spouse is receiving adequate financial support from the BAH you are authorized. This allowance is not intended to be discretionary income for trainees while their basic needs are already being met by the Army.

If there are legitimate financial concerns or misunderstandings regarding your obligations, you are expected to communicate them through your chain of command so that assistance and guidance can be provided.

Continued failure to provide proper financial support to your spouse may result in further counseling, command involvement, or possible administrative or disciplinary action.

This counseling statement has been furnished to you, not as a punitive measure under the provisions of article 15, UCMJ, but as an administrative measure to stress that continued behavior of the same or a similar nature may result in initiation of action separating you from the U.S. Army under the provisions of Chapters (5-8), (5-13), (5-17), (11), (13), (14), & (18), AR 635-200. Such action may result in either an Honorable Discharge, General Discharge, Uncharacterized if in Entry Level Status, or under Other Than Honorable conditions. If you receive a General Discharge, this could result in the possible loss of some or all Veterans Benefits and substantial prejudice in obtaining

OTHER INSTRUCTIONS

This form will be destroyed upon: reassignment (other than rehabilitative transfers), separation at ETS, or upon retirement. For separation requirements and notification of loss of benefits/consequences see local directives and AR 635-200.

civilian employment. In addition, if you have contributed money to the Montgomery G.I. Bill and you are released from active duty with less than Honorable Discharge, you will not be eligible to receive money for educational purposes and any money already contributed for educational purposes is nonrefundable and may be forfeited. (SM Initial *AK*)

Plan of Action (Outlines actions that the subordinate will do after the counseling session to reach the agreed upon goal(s). The actions must be specific enough to modify or maintain the subordinate's behavior and include a specified time line for implementation and assessment (Part IV below).)

1. You will immediately review your financial obligations and ensure your spouse is receiving appropriate financial support from the BAH you receive.
2. You will provide confirmation that adequate financial support arrangements have been made (monthly allotment).
3. You will notify the chain of command if you encounter financial issues or require assistance.
4. If necessary, you may be referred to Army Community Service (ACS) Financial Readiness Program or other resources for financial counseling.

Session Closing: (The leader summarizes the key points of the session and checks if the subordinate understands the plan of action. The subordinate agrees / disagrees and provides remarks if appropriate.)

Individual counseled: I agree disagree with the information above.
Individual counseled remarks:

Signature of Individual Counseled:
AK

DATE (YYYYMMDD):
20260311

Leader Responsibilities: (Leader's responsibilities in implementing the plan of action.)

- Ensure SM understands the nature and purpose of the counseling.
- Continue to instill discipline, purpose, motivation and direction.
- Answer all question the SM may have in regards to this counseling, the plan of action, or anything else.

Signature of Counselor:

KHOTMANIVONG.THOMAS.1368341009 Digitally signed by KHOTMANIVONG.THOMAS.1368341009
Date: 2026.03.11 15:20:14 -05'00'

Date (YYYYMMDD):
20260311

PART IV - ASSESSMENT OF THE PLAN OF ACTION

Assessment: (Did the plan of action achieve the desired results? This section is completed by both the leader and the individual counseled and provides useful information for follow-up counseling.)

SM completed plan of action

SIGNATURES

Note: Both the counselor and the individual counseled should retain a record of the counseling.

EXHIBIT

ALG_F2

DA Form 4856 — March 16, 2026 Counseling (Follow-Up / Assessment)

Exhibit 2 of 33

Nibarger Response Packet — March 2026

DEVELOPMENTAL COUNSELING FORM

For use of this form, see ATP 6-22.1; the proponent agency is TRADOC.

PRIVACY ACT STATEMENT

AUTHORITY: 5 USC 301, Departmental Regulations, 10 USC 3013, Secretary of the Army.

PRINCIPAL PURPOSE: These records are created and maintained to manage the member's Army and Army National Guard service effectively, to document historically a member's military service, and safeguard the rights of the member and the Army.

NOTE: For additional information, see the System of Records Notice A0600-8-104b AHRC, <https://dpcl.d.defense.gov/Privacy/SORNsIndex/DOD-wide-SORN-Article-View/Article/570051/a0600-8-104b-ahrc/>.

ROUTINE USE(S): There are no specific routine uses anticipated for this form; however, it may be subject to a number of proper and necessary routine uses identified in the system of records notice specified in the purpose statement above.

DISCLOSURE: Disclosure is voluntary.

PART I - ADMINISTRATIVE DATA

Name (Last, First, MI) Nibarger, Adam, D	Rank/Grade E-2	Date of Counseling 20260316
Organization B-Co, 232d Med Bn, JBSA Fort Sam Houston, TX 78234	Name and Title of Counselor DS GUERRERO ARTURO // DRILL SERGEANT	

PART II - BACKGROUND INFORMATION

Purpose of Counseling: (Leader states the reason for the counseling, e.g. Performance/Professional/Event-Oriented counseling, and include the leader's facts and observations prior to the counseling.)

Approach: Non Directive Combined Directive

Type of Counseling: General Form Professional Growth Performance Event Oriented

Event-Oriented Counseling – Follow-Up to Previous Counseling Regarding Dependent Support

PART III - SUMMARY OF COUNSELING

Complete this section during or immediately subsequent to counseling.

Key Points Discussion:

This counseling serves as a follow-up to the previous counseling dated 11 March 2026 regarding failure to properly support a dependent. The purpose of this counseling is to summarize and document information received following a discussion involving you, the First Sergeant (1SG), and the Company Commander regarding your dependent support situation.

During this discussion, additional information was reviewed that appears to conflict with previous statements and information provided regarding the level of financial support being provided to your dependent. You were informed that the Company Commander and First Sergeant have spoken directly with your dependent regarding this matter and were provided with a different version of events concerning the financial support being received.

The information presented to the command team during those discussions did not match several of the statements previously provided by you regarding the situation involving your dependent. Specifically, the command team was informed that:

- Your dependent was admitted to the hospital for mental health concerns; however, the circumstances of the hospitalization were not to the degree that you previously stated.
- Your child remains in the care of the mother, contrary to your previous statement that the child was staying with your sister.
- Child Protective Services (CPS) were not contacted or involved in the situation as previously described.
- The Red Cross message that was alleged to have been initiated was reviewed and determined to have no connection to you or your dependents.
- The command team also received information indicating that your dependent did not clear the residence of all belongings and leave the child alone in the domicile, which contradicts statements previously made by you regarding the circumstances involving your dependent and child.

You were informed of the discrepancies between the information you previously provided and the information received by the command team. You were given the opportunity to provide clarification or additional information regarding these inconsistencies; however, you initially declined to provide clarification at that time. As the conversation continued to develop, you became more open to discussing the topic and engaging in the conversation regarding the situation.

You were also informed that the command team was provided proof indicating that you may have been active on dating applications while still legally married. You were advised that adultery is a violation of the Uniform Code of Military Justice (UCMJ) and may be punishable under Article 134 when it brings discredit upon the armed forces or is prejudicial to good order and discipline. This information was provided

OTHER INSTRUCTIONS

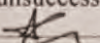
This form will be destroyed upon: reassignment (other than rehabilitative transfers), separation at ETS, or upon retirement. For separation requirements and notification of loss of benefits/consequences see local directives and AR 635-200.

to ensure you are aware of Army standards of conduct and the potential implications of such actions.

Due to the inconsistencies in the information received, clarification is required to ensure that all information regarding the support being provided is accurate and properly documented. It is important that Soldiers provide truthful, accurate, and consistent information to their chain of command regarding matters involving family support and financial responsibilities.

As previously discussed, Soldiers have a legal and moral obligation to provide adequate financial support to their dependents in accordance with Army regulations, specifically AR 608-99 (Family Support, Child Custody, and Paternity). Failure to provide appropriate financial support may result in administrative action, corrective training, or potential disciplinary action.

The command team has also provided you with pathways forward in order to remedy the topic of discussion and ensure compliance with Army regulations regarding dependent support. These pathways are intended to assist you in resolving the issue and ensuring that your responsibilities as a Soldier are being met. Further details regarding these pathways will be outlined in the Plan of Action section of this counseling.

You are hereby counseled in accordance with AR 635 – 200, paragraph 17 – 3 regarding the alleged misconduct as described above or unsatisfactory performance as described above. The alleged misconduct or unsatisfactory performance may result in initiation of separation action to eliminate you from the Army under various chapters of AR 635 – 200. If you are separated, you could receive an honorable, general, or other than honorable characterization of service. An honorable discharge is a separation with honor based on the quality of service, which meets the standards of acceptable conduct and performance of duty. A general discharge is a separation under honorable conditions based on a military record being satisfactory but not sufficiently meritorious to warrant an honorable discharge. A discharge under other than honorable conditions is based upon one or more acts or omissions that constitute a significant departure from the conduct expected of a Soldier. A general or other than honorable characterization of service could severely prejudice you in civilian life. Additionally, an other than honorable characterization of service could deprive you of many or all military and VA benefits, to include forfeiture of all educational benefits. Per AR 635 – 200, paragraph 1 – 17, if your misconduct included a serious offense, administrative separation may be initiated without further counseling. Although there are agencies to which you may apply to have your characterization of service changed, such application is not automatic and is often unsuccessful. If you have any questions regarding your rights or benefits, please let me know and I will assist you in seeking legal services.  (Soldier's Initials).

Plan of Action (Outlines actions that the subordinate will do after the counseling session to reach the agreed upon goal(s). The actions must be specific enough to modify or maintain the subordinate's behavior and include a specified time line for implementation and assessment (Part IV below).

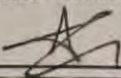
1. SM Nibarger, you were given the deadline of final formation (1900) on the 20th of March 2026 to provide accurate, substantiated, verifiable proof that the information that was given to the command team from your dependent is false. The information in question is stated above. Should you be unsuccessful in obtaining the required documentation you will be recommended for UCMJ action.
2. You will ensure you are providing appropriate financial support to your dependent in accordance with Army regulations and guidance from the chain of command.
3. You will follow the guidance and corrective pathways provided by the command team to resolve the issue regarding dependent support.
4. You will provide any requested documentation or clarification regarding the support being provided to your dependent if requested by leadership.
5. You will communicate with leadership regarding any updates or changes to the situation involving your dependent support.

Session Closing: (The leader summarizes the key points of the session and checks if the subordinate understands the plan of action. The subordinate agrees / disagrees and provides remarks if appropriate.)

Individual counseled: I agree disagree with the information above.

Individual counseled remarks:

Signature of Individual Counseled:



DATE (YYYYMMDD):

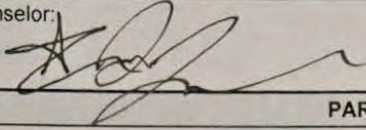
20260316

Note: Both the counselor and the individual counseled should retain a record of the counseling.

Leader Responsibilities: *(Leader's responsibilities in implementing the plan of action.)*

- o Ensure the SM understands the nature and purpose of the counseling and that the plan of action is mutually agreed upon.
- o Continue to instill discipline, purpose, motivation, and direction while developing the SM for future success.
- o Answer all questions the SM may have regarding this counseling, the plan of action.
- o Leadership will continue to monitor the situation and ensure compliance with applicable Army regulations.
- o Leadership will coordinate with the chain of command to resolve any conflicting information and ensure the Soldier understands their obligations.

Signature of Counselor:



Date (YYYYMMDD):

20260316

PART IV - ASSESSMENT OF THE PLAN OF ACTION

Assessment: *(Did the plan of action achieve the desired results? This section is completed by both the leader and the individual counseled and provides useful information for follow-up counseling.)*

SIGNATURES

Counselor:

Individual Counseled:

Date of Assessment (YYYYMMDD):

Note: Both the counselor and the individual counseled should retain a record of the counseling.

EXHIBIT

BNK_24

USAA Joint Checking #3114 — December 2025 (Redacted)

Exhibit 3 of 33

Nibarger Response Packet — March 2026



USAA Federal Savings Bank
 10750 McDermott Freeway
 San Antonio, Texas 78288-0544

USAA CLASSIC CHECKING

for Account Number: [REDACTED] 3114
 Statement Period: 11/19/2025 to 12/18/2025

ADAM D NIBARGER
 JULIA ELIZABETH NIBARGER
 5400 HUFFINES BLVD APT 8105
 FORT WORTH TX 76179-5615

Activity Summary

[REDACTED]	[REDACTED]
9 Deposits/Credits	\$7,239.38
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

The total year-to-date is for the calendar year in which this statement period began.

Note: Fee reversals/refunds won't be reflected in this table. They'll be listed in the transaction section.

Transactions

Date	Description	Debits	Credits	Balance
[REDACTED]	[REDACTED]			[REDACTED]
11/20	ACH DEP 112125 DFAS-IN IND, IN ARMY ACT *****2885		\$1,000.00	[REDACTED]
11/21	USAA FUNDS TRANSFER DB TO Julia Nibarger CHECKING #7061, CONF# 7083711171	\$295.00		[REDACTED]

USAA CLASSIC CHECKING

for Account Number: [REDACTED] 3114
Statement Period: 11/19/2025 to 12/18/2025

Transactions (continued)

Date	Description	Debits	Credits	Balance
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
11/25	ACH DEP 112625 TARRANT COUNTY PPDPAYROLL *****9406		\$1,467.66	[REDACTED]
11/25	USAA FUNDS TRANSFER DB TO Julia Nibarger CHECKING #7061, CONF# 7092234753	\$467.84		[REDACTED]
11/26	ACH DEP 120125 DFAS-IN IND, IN ARMY ACT *****2885		\$1,136.78	[REDACTED]
11/26	USAA FUNDS TRANSFER DB TO Julia Nibarger CHECKING #7061, CONF# 7094656291	\$500.00		[REDACTED]
11/26	ACH WITHDRAWAL 112625 GEXA ENERGY ELECTRIC *****0479	\$204.45		[REDACTED]
11/28	USAA DEBIT Zelle: Julia West 7098493949	\$1,000.00		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
12/01	ACH WITHDRAWAL 120125 GLOBAL GHLLC.COM AMERICOR *****4410	\$276.68		[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
12/02	ACH WITHDRAWAL 120225 USAA P&C AUTOPAY *****3576	\$162.54		[REDACTED]

USAA CLASSIC CHECKING

for Account Number: [REDACTED] 3114
 Statement Period: 11/19/2025 to 12/18/2025

Transactions (continued)

Date	Description	Debits	Credits	Balance
12/02	ACH WITHDRAWAL 120225 GREYSTAR-22530OP WEB PMTS *****BJSK	\$2,054.45		[REDACTED]
12/11	ACH DEP 121525 DFAS-IN IND, IN ARMY ACT *****2885		\$690.78	[REDACTED]
12/11	ACH DEP 121225 TARRANT COUNTY PDPAYROLL *****9406		\$858.57	[REDACTED]
12/12	ACH WITHDRAWAL 121225 GLOBAL GHLLC.COM AMERICOR *****2756	\$276.68		[REDACTED]
12/15	ACH WITHDRAWAL 121525 SPECTRUM SPECTRUM *****4697	\$50.26		[REDACTED]
12/16	USAA FUNDS TRANSFER CR FROM Adam Nibarger CHECKING #2326, CONF# 7153838107		\$9.58	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
12/18	ACH DEP 121925 DFAS-CLEVELAND NAVY ACT *****2885		\$1,776.00	[REDACTED]
12/18	USAA DEBIT Zelle: Elizabeth Nibarger 7159323511	\$44.00		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]

Interest Paid Information

Your interest paid was calculated using your daily ledger balance resulting in 30 days where interest earned was equal to one half of one cent or more for an annual percentage yield earned of 0.01%.

IMPORTANT INFORMATION

The ending balance includes items that have posted to your account. You may have been charged fees if your account didn't have enough available funds to pay for an item. Please see the available balance section in the USAA Federal Savings Bank Depository Agreement and Disclosures for details.

You can review and obtain copies of your recent checks at no cost through the USAA Mobile App, usaa.com or by calling us.

Please examine this statement promptly and carefully. If you fail to notify us of an error or unauthorized transaction within 60 calendar days, this statement will be considered correct, and you may be liable for subsequent unauthorized transactions. All items credited are subject to verification.

In case of errors or questions about your electronic transfers telephone us at 210-531-USAA (8722), 800-531-8722, (TTY:711/TRS), #8722 on a mobile device or write us at USAA Federal Savings Bank, 10750 McDermott Freeway, San Antonio, Texas 78288-0544 or email us through the "Contact Us" link on usaa.com, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation.

TERMS AND CONDITIONS

All transactions are subject to the Depository Agreement and Disclosures.

Deposit products and services offered by USAA Federal Savings Bank, Member FDIC.

EXHIBIT

BNK_01

USAA Joint Checking #3114 — January 2026 (Redacted)

Exhibit 4 of 33

Nibarger Response Packet — March 2026



USAA Federal Savings Bank
 10750 McDermott Freeway
 San Antonio, Texas 78288-0544

USAA CLASSIC CHECKING

for Account Number: [REDACTED] 3114
 Statement Period: 01/17/2026 to 02/18/2026

ADAM D NIBARGER
 JULIA ELIZABETH NIBARGER
 5400 HUFFINES BLVD APT 8105
 FORT WORTH TX 76179-5615

Activity Summary

[REDACTED]	[REDACTED]
8 Deposits/Credits	\$4,595.61
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

The total year-to-date is for the calendar year in which this statement period began.

Note: Fee reversals/refunds won't be reflected in this table. They'll be listed in the transaction section.

Transactions

Date	Description	Debits	Credits	Balance
[REDACTED]	[REDACTED]			[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]			[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]			[REDACTED]

USAA CLASSIC CHECKING

for Account Number: [REDACTED] 3114

Statement Period: 01/17/2026 to 02/18/2026

Transactions (continued)

Date	Description	Debits	Credits	Balance
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]			[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]			[REDACTED]
01/20	USAA DEBIT Zelle: Julia West 7240014333	\$1,000.00		[REDACTED]
01/23	ACH WITHDRAWAL 012326 GLOBAL GHLLC.COM AMERICOR *****6181	\$276.68		[REDACTED]
01/28	ACH DEP 013026 DFAS-IN IND, IN ARMY ACT *****2885		\$1,882.72	[REDACTED]
01/28	ACH WITHDRAWAL 012826 GEXA ENERGY ELECTRIC *****1984	\$167.59		[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
02/02	ACH WITHDRAWAL 020226 GREYSTAR-225300P WEB PMTS *****PJ5L	\$2,052.81		[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
02/03	ACH WITHDRAWAL 020326 USAA P&C AUTOPAY *****3576	\$160.41		[REDACTED]
02/10	USAA FUNDS TRANSFER CR FROM Adam Nibarger SAVINGS #5165, CONF# 7298983043		\$300.00	[REDACTED]

USAA CLASSIC CHECKING

for Account Number: [REDACTED] 3114

Statement Period: 01/17/2026 to 02/18/2026

Transactions (continued)

Date	Description	Debits	Credits	Balance
02/11	ACH DEP 021326 DFAS-IN IND, IN ARMY ACT *****2885		\$2,073.88	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
02/13	ACH WITHDRAWAL 021326 SPECTRUM SPECTRUM *****3106	\$50.26		[REDACTED]
02/18	ACH WITHDRAWAL 021826 GLOBAL GHLLC.COM AMERICOR *****3119	\$276.68		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Interest Paid Information

Your interest paid was calculated using your daily ledger balance resulting in 33 days where interest earned was equal to one half of one cent or more for an annual percentage yield earned of 0.01%.

IMPORTANT INFORMATION

The ending balance includes items that have posted to your account. You may have been charged fees if your account didn't have enough available funds to pay for an item. Please see the available balance section in the USAA Federal Savings Bank Depository Agreement and Disclosures for details.

You can review and obtain copies of your recent checks at no cost through the USAA Mobile App, usaa.com or by calling us.

Please examine this statement promptly and carefully. If you fail to notify us of an error or unauthorized transaction within 60 calendar days, this statement will be considered correct, and you may be liable for subsequent unauthorized transactions. All items credited are subject to verification.

In case of errors or questions about your electronic transfers telephone us at 210-531-USAA (8722), 800-531-8722, (TTY:711/TRS), #8722 on a mobile device or write us at USAA Federal Savings Bank, 10750 McDermott Freeway, San Antonio, Texas 78288-0544 or email us through the "Contact Us" link on usaa.com, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.


- Tell us your name and account number.
- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.


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TERMS AND CONDITIONS

All transactions are subject to the Depository Agreement and Disclosures.

Deposit products and services offered by USAA Federal Savings Bank, Member FDIC.

 Online: usaa.com
020653576

 Phone: 210-531-USAA (8722) 800-531-8722 (TTY:711/TRS)

 Mobile: #8722
133293-0525

EXHIBIT

BNK_25

USAA Joint Checking #3114 — Feb-Mar 2026 (02/19–03/18, Redacted)

Exhibit 5 of 33

Nibarger Response Packet — March 2026



USAA Federal Savings Bank
 10750 McDermott Freeway
 San Antonio, Texas 78288-0544

USAA CLASSIC CHECKING

for Account Number: [REDACTED] 3114
 Statement Period: 02/19/2026 to 03/18/2026

ADAM D NIBARGER
 JULIA ELIZABETH NIBARGER
 5400 HUFFINES BLVD APT 8105
 FORT WORTH TX 76179-5615

Activity Summary

[REDACTED]	[REDACTED]
5 Deposits/Credits	\$4,777.31
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

The total year-to-date is for the calendar year in which this statement period began.

Note: Fee reversals/refunds won't be reflected in this table. They'll be listed in the transaction section.

INTRODUCING USAA SAFETY NET - ANOTHER NAME FOR THE STANDARD OVERDRAFT OPTION ON USAA CLASSIC CHECKING. OVERDRAFT OPTIONS CAN BE UPDATED ON USAA.COM OR THE USAA MOBILE APP.

Transactions

Date	Description	Debits	Credits	Balance
[REDACTED]	[REDACTED]			[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]			[REDACTED]
02/20	ACH WITHDRAWAL 022026 GLOBAL GHLLC.COM AMERICOR *****8046	\$276.68		[REDACTED]

USAA CLASSIC CHECKING

for Account Number: [REDACTED] 3114
Statement Period: 02/19/2026 to 03/18/2026

Transactions (continued)

Date	Description	Debits	Credits	Balance
02/25	ACH DEP 022726 DFAS-IN IND, IN ARMY ACT *****2885		\$2,306.63	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	.	[REDACTED]
02/25	ACH WITHDRAWAL 022526 GEXA ENERGY ELECTRIC *****4339	\$107.41		[REDACTED]
03/02	USAA FUNDS TRANSFER CR FROM Adam Nibarger #5165, CONF# 7357503581		\$50.00	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	.	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	.	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	.	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	.	[REDACTED]
03/02	ACH WITHDRAWAL 030226 GREYSTAR-225300P WEB PMTS *****N8CL	\$2,018.75		[REDACTED]
03/03	ACH WITHDRAWAL 030326 USAA P&C AUTOPAY *****3576	\$160.41		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	.	[REDACTED]
03/11	ACH DEP 031326 DFAS-IN IND, IN ARMY ACT *****2885		\$2,170.54	\$1,982.38
[REDACTED]	[REDACTED]	[REDACTED]	.	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	.	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	.	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	.	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	.	[REDACTED]

USAA CLASSIC CHECKING

for Account Number: [REDACTED] 3114
Statement Period: 02/19/2026 to 03/18/2026

Transactions (continued)

Date	Description	Debits	Credits	Balance
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
03/11	USAA FUNDS TRANSFER DB TO Julia Nibarger #7088, CONF# 7379765025	\$500.00		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
03/13	USAA FUNDS TRANSFER CR FROM Adam Nibarger #2334, CONF# 7386096097		\$50.14	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
03/13	ACH WITHDRAWAL 031326 SPECTRUM SPECTRUM *****8459	\$50.26		[REDACTED]
03/13	ACH WITHDRAWAL 031326 GLOBAL GHLLC.COM AMERICOR *****8788	\$276.68		[REDACTED]
03/16	USAA FUNDS TRANSFER CR FROM Adam Nibarger #5165, CONF# 7392831679		\$200.00	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Interest Paid Information

Your interest paid was calculated using your daily ledger balance resulting in 0 days where interest earned was equal to one half of one cent or more for an annual percentage yield earned of 0.00%.

IMPORTANT INFORMATION

The ending balance includes items that have posted to your account. You may have been charged fees if your account didn't have enough available funds to pay for an item. Please see the available balance section in the USAA Federal Savings Bank Depository Agreement and Disclosures for details.

You can review and obtain copies of your recent checks at no cost through the USAA Mobile App, usaa.com or by calling us.

Please examine this statement promptly and carefully. If you fail to notify us of an error or unauthorized transaction within 60 calendar days, this statement will be considered correct, and you may be liable for subsequent unauthorized transactions. All items credited are subject to verification.

In case of errors or questions about your electronic transfers telephone us at 210-531-USAA (8722), 800-531-8722, (TTY:711/TRS), #8722 on a mobile device or write us at USAA Federal Savings Bank, 10750 McDermott Freeway, San Antonio, Texas 78288-0544 or email us through the "Contact Us" link on usaa.com, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.


- Tell us your name and account number.
- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
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TERMS AND CONDITIONS

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 Online: usaa.com
020653576

 Phone: 210-531-USAA (8722) 800-531-8722 (TTY:711/TRS)

 Mobile: #8722
133293-0525

EXHIBIT

BNK_21

USAA Savings #7088 Julia — December 2025 (Redacted)

Exhibit 6 of 33

Nibarger Response Packet — March 2026



USAA Federal Savings Bank
 10750 McDermott Freeway
 San Antonio, Texas 78288-0544

USAA SAVINGS

for Account Number: ██████████ 7088
 Statement Period: 12/01/2025 to 12/31/2025

JULIA ELIZABETH NIBARGER
 5400 HUFFINES BLVD APT 8105
 FORT WORTH TX 76179-5615

Activity Summary

Beginning Balance	\$1,000.31
6 Deposits/Credits	\$5,238.24
9 Withdrawals/Debits	\$4,238.00
Service Charges and ATM Service Fee	\$0.00
Ending Balance	\$2,000.55

Fees	Total For This Period	Total Year-to-Date
Total Overdraft (OD) Fees	\$0.00	\$0.00
Total Non-Sufficient Funds (NSF) Fees	\$0.00	\$0.00

The total year-to-date is for the calendar year in which this statement period began.

Note: Fee reversals/refunds won't be reflected in this table. They'll be listed in the transaction section.

Transactions

Date	Description	Debits	Credits	Balance
12/01	Beginning Balance			\$1,000.31
12/01	USAA CREDIT Zelle: Alejandro Landeros 7103686123		\$160.00	\$1,160.31
12/01	USAA FUNDS TRANSFER DB TO Julia Nibarger CHECKING #7061, CONF# 7103810807	\$160.00		\$1,000.31

USAA SAVINGS

for Account Number: [REDACTED] 7088
Statement Period: 12/01/2025 to 12/31/2025

Transactions (continued)

Date	Description	Debits	Credits	Balance
12/02	USAA DEBIT Zelle: Katelyn Nibarger 7115423375	\$100.00		\$900.31
12/02	USAA CREDIT CARD PAYMENT CREDIT CARD ENDING IN 6565	\$100.00		\$800.31
12/02	USAA FUNDS TRANSFER DB TO Julia Nibarger CHECKING #3114, CONF# 7115426175	\$300.00		\$500.31
12/08	USAA CREDIT Zelle: Callie West 7127654851		\$22.00	\$522.31
12/08	USAA FUNDS TRANSFER DB TO Julia Nibarger CHECKING #7061, CONF# 7128171501	\$22.00		\$500.31
12/16	DEPOSIT@MOBILE		\$100.23	\$600.54
12/16	USAA CREDIT CARD PAYMENT CREDIT CARD ENDING IN 6565	\$100.00		\$500.54
12/19	USAA CREDIT Zelle: Adam Nibarger 7160841031		\$956.00	\$1,456.54
12/19	USAA CREDIT CARD PAYMENT CREDIT CARD ENDING IN 6565	\$56.00		\$1,400.54
12/29	USAA FUNDS TRANSFER CR FROM Julia Nibarger CHECKING #3114, CONF# 7185614111		\$4,000.00	\$5,400.54
12/29	USAA CREDIT CARD PAYMENT CREDIT CARD ENDING IN 6565	\$1,400.00		\$4,000.54
12/29	USAA FUNDS TRANSFER DB TO Julia Nibarger CHECKING #3114, CONF# 7185616419	\$2,000.00		\$2,000.54
12/31	IOD INTEREST PAID		\$0.01	\$2,000.55
12/31	Ending Balance	-	-	\$2,000.55

Interest Paid Information

Your interest paid was calculated using your daily ledger balance resulting in 31 days where interest earned was equal to one half of one cent or more for an annual percentage yield earned of 0.01%.

IMPORTANT INFORMATION

The ending balance includes items that have posted to your account. You may have been charged fees if your account didn't have enough available funds to pay for an item. Please see the available balance section in the USAA Federal Savings Bank Depository Agreement and Disclosures for details.

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TERMS AND CONDITIONS

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Deposit products and services offered by USAA Federal Savings Bank, Member FDIC.

EXHIBIT

BNK_22

USAA Savings #7088 Julia — January 2026 (Redacted)

Exhibit 7 of 33

Nibarger Response Packet — March 2026



USAA Federal Savings Bank
 10750 McDermott Freeway
 San Antonio, Texas 78288-0544

USAA SAVINGS

for Account Number: [REDACTED] 7088
 Statement Period: 01/01/2026 to 01/31/2026

JULIA ELIZABETH NIBARGER
 5400 HUFFINES BLVD APT 8105
 FORT WORTH TX 76179-5615

Activity Summary

Beginning Balance	\$2,000.55
2 Deposits/Credits	\$1,000.01
4 Withdrawals/Debits	\$2,000.55
Service Charges and ATM Service Fee	\$0.00
Ending Balance	\$1,000.01

Fees	Total For This Period	Total Year-to-Date
Total Overdraft (OD) Fees	\$0.00	\$0.00
Total Non-Sufficient Funds (NSF) Fees	\$0.00	\$0.00

The total year-to-date is for the calendar year in which this statement period began.

Note: Fee reversals/refunds won't be reflected in this table. They'll be listed in the transaction section.

Transactions

Date	Description	Debits	Credits	Balance
01/01	Beginning Balance			\$2,000.55
01/05	USAA CREDIT CARD PAYMENT CREDIT CARD ENDING IN 6565	\$1,500.00		\$500.55
01/20	USAA CREDIT Zelle: Adam Nibarger 7240014333		\$1,000.00	\$1,500.55

USAA SAVINGS

for Account Number: [REDACTED] 7088
Statement Period: 01/01/2026 to 01/31/2026

Transactions (continued)

Date	Description	Debits	Credits	Balance
01/20	USAA CREDIT CARD PAYMENT CREDIT CARD ENDING IN 6565	\$50.00		\$1,450.55
01/20	USAA CREDIT CARD PAYMENT CREDIT CARD ENDING IN 6565	\$69.65		\$1,380.90
01/20	USAA CREDIT CARD PAYMENT CREDIT CARD ENDING IN 6565	\$380.90		\$1,000.00
01/31	IOD INTEREST PAID		\$0.01	\$1,000.01
01/31	Ending Balance	-	-	\$1,000.01

Interest Paid Information

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IMPORTANT INFORMATION

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Deposit products and services offered by USAA Federal Savings Bank, Member FDIC.

EXHIBIT

BNK_06

USAA Savings #7088 Julia — February 2026 (Redacted)

Exhibit 8 of 33

Nibarger Response Packet — March 2026



USAA Federal Savings Bank
 10750 McDermott Freeway
 San Antonio, Texas 78288-0544

USAA SAVINGS

for Account Number: [REDACTED] 7088
 Statement Period: 02/01/2026 to 02/28/2026

JULIA ELIZABETH NIBARGER
 5400 HUFFINES BLVD APT 8105
 FORT WORTH TX 76179-5615

Activity Summary

Beginning Balance	\$1,000.01
4 Deposits/Credits	\$4,174.02
4 Withdrawals/Debits	\$2,174.00
Service Charges and ATM Service Fee	\$0.00
Ending Balance	\$3,000.03

Fees	Total For This Period	Total Year-to-Date
Total Overdraft (OD) Fees	\$0.00	\$0.00
Total Non-Sufficient Funds (NSF) Fees	\$0.00	\$0.00

The total year-to-date is for the calendar year in which this statement period began.

Note: Fee reversals/refunds won't be reflected in this table. They'll be listed in the transaction section.

Transactions

Date	Description	Debits	Credits	Balance
02/01	Beginning Balance			\$1,000.01
02/13	DEPOSIT@MOBILE		\$3,600.00	\$4,600.01
02/13	USAA CREDIT CARD PAYMENT CREDIT CARD ENDING IN 9498	\$1,600.00		\$3,000.01
02/17	USAA CREDIT Zelle: Callie West 7310375483		\$74.00	\$3,074.01

USAA SAVINGS

for Account Number: [REDACTED] 7088
Statement Period: 02/01/2026 to 02/28/2026

Transactions (continued)

Date	Description	Debits	Credits	Balance
02/17	USAA FUNDS TRANSFER DB TO Julia Nibarger CHECKING #7061, CONF# 7310381027	\$24.00		\$3,050.01
02/17	USAA FUNDS TRANSFER DB TO Julia Nibarger CHECKING #7061, CONF# 7310331043	\$50.00		\$3,000.01
02/23	USAA CREDIT Zelle: Adam Nibarger 7334069859		\$500.00	\$3,500.01
02/25	USAA FUNDS TRANSFER DB TO Julia Nibarger CHECKING #7061, CONF# 7338970349	\$500.00		\$3,000.01
02/28	IOD INTEREST PAID		\$0.02	\$3,000.03
02/28	Ending Balance	-	-	\$3,000.03

Interest Paid Information

Your interest paid was calculated using your daily ledger balance resulting in 28 days where interest earned was equal to one half of one cent or more for an annual percentage yield earned of 0.01%.

IMPORTANT INFORMATION

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TERMS AND CONDITIONS

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Deposit products and services offered by USAA Federal Savings Bank, Member FDIC.

EXHIBIT

INS_01

USAA Renters Insurance Certificate — 5416 Huffines Blvd

Exhibit 9 of 33

Nibarger Response Packet — March 2026



Garrison Property and Casualty Insurance
Company
9800 Fredericksburg road
San Antonio, TX 78288

CERTIFICATE OF RENTERS INSURANCE

ADAM D NIBARGER AND ADAM D NIBARGER*
5416 HUFFINES BLVD APT 8105
FORT WORTH, TX 76179

Review Certificate of Insurance for Renters Policy

March 16, 2026

Dear Private Nibarger,

This is to certify that the following insurance is in force.

This certificate of insurance neither affirmatively nor negatively amends, extends, or alters the coverage provided by the referenced insurance policy, nor does it confer any new or additional contractual rights to the certificate holder other than those conveyed by the policy. The terms of the policy control.

ADAM D NIBARGER and ADAM D NIBARGER*
5416 HUFFINES BLVD APT 8105
FORT WORTH, TX 76179

*Also insured on this policy when they are a resident of the insured household.

is insured as follows:

Renters protection policy GAR 020653576 REN 001

Personal liability: \$300,000
Policy effective date: February 01, 2026
Policy expiration date: February 01, 2027

We've also included the following Additional Insured to your policy:

Interest type: Landlord
Name: INSURANCE TRACKING
Address: PO BOX 100513
FLORENCE, SC 29502

How to Contact Us

If you have questions, please contact us at one of the following numbers:



Phone: 210-531-USAA (8722), our mobile shortcut #8722 or 800-531-8722

Thank you,
Garrison Property and Casualty Insurance Company

Garrison Property and Casualty Insurance Company, a subsidiary of USAA Casualty Insurance Company, is authorized to use the USAA logo, a registered trademark of United Services Automobile Association.

EXHIBIT

INS_02

USAA Renters Insurance Policy Details

Exhibit 10 of 33

Nibarger Response Packet — March 2026



RENTERS POLICY PACKET

GAR 02065 35 76 REN 001
EFFECTIVE: 02-01-26 TO: 02-01-27

ADAM D NIBARGER
5416 HUFFINES BLVD APT 8105
FORT WORTH TX 76179-5642

IMPORTANT MESSAGES

Attached are your policy documents and other information you may find helpful concerning your insurance coverages and premiums. Please take a few minutes to review them, and then file them with your policy records.

- 1) USAA considers many factors when determining your premium. A history of claim activity will affect your policy premium.
- 2) The cost of your attached policy includes an assessment charge to reimburse USAA for funds paid to the Texas Volunteer Fire Department Assistance Fund. This assessment is imposed on USAA and other insurers in Texas to help volunteer fire departments with equipment and training expenses. The assessment charge is applied regardless of your location and whether a paid or volunteer fire department is your responding station. The assessment charge is shown on your policy Declarations page.
- 3) Your credit-based insurance score, or insurance score, was one of several factors used in determining your policy premium. You have the right to request USAA to update your insurance score once annually. In addition, you may request our written statement describing our use of insurance scores by calling 1-800-531-USAA (8722).
- 4) Your attached policy includes a recoupment of an assessment made by the Texas FAIR (Fair Access to Insurance Requirements) Plan Association.

THIS IS NOT A BILL. Any premium charge or return for this policy will be reflected on your next regular monthly statement.

RECEIVE THIS DOCUMENT AND OTHERS ELECTRONICALLY. SIGN UP AT usaa.com.

FOR U.S. CALLS: POLICY SERVICE 1-800-531-8722. CLAIMS 1-800-531-8722.

Thank you for letting us serve you. We appreciate your business.

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IMPORTANT NOTICE

AVISO IMPORTANTE

Have a complaint or need help?

¿Tiene una queja o necesita ayuda?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Garrison Property and Casualty Insurance Company

Garrison Property and Casualty Insurance Company

To get information or file a complaint with your insurance company or HMO:

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Call: 210-531-USAA (8722)
Toll-free: 1-800-531-USAA (8722)
Online: usaa.com
Mail: 9800 Fredericksburg Road,
San Antonio, Texas 78288

Llame: 210-531-USAA (8722)
Teléfono gratuito: 1-800-531-USAA (8722)
En línea: usaa.com
Dirección postal: 9800 Fredericksburg Road
San Antonio, TX 78288

The Texas Department of Insurance

El Departamento de Seguros de Texas

To get help with an insurance question, learn about your rights, or file a complaint with the state:

Para obtener ayuda con una pregunta relacionada con los seguros, para conocer sus derechos o para presentar una queja ante el estado:

Call: 1-800-252-3439
Online: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov
Mail: Consumer Protection, MC: CO-CP,
Texas Department of Insurance,
PO Box 12030, Austin, TX 78711-2030

Llame: 1-800-252-3439
En línea: www.tdi.texas.gov
Correo electrónico:
ConsumerProtection@tdi.texas.gov
Dirección postal: Consumer Protection, MC: CO-CP,
Texas Department of Insurance,
PO Box 12030, Austin,
TX 78711-2030

INSURANCE WEBSITE NOTICE

AVISO DEL SITIO WEB DE SEGUROS

To compare policies and prices

Para comparar p'olizas y precios

Visit HelpInsure.com to compare prices and coverages on home and auto insurance policies. The website is a service of the Texas Department of Insurance and the Office of Public Insurance Counsel.

Visite HelpInsure.com para comparar precios y coberturas en pólizas de seguro para el hogar y automóvil. El sitio web es un servicio del Departamento de Seguros de Texas y de la Oficina del Asesor Público de Seguros (Office of Public Insurance Counsel, por su nombre en inglés).



GARRISON PROPERTY AND CASUALTY INSURANCE COMPANY

MAIL MACH-I

9800 Fredericksburg Road – San Antonio, Texas 78288

RENTERS PROTECTION POLICY DECLARATIONS

The Policy is complete only when the following are combined: Policy Packet (**Part One**), Declarations Page (**Part Two**), **GENERAL PROVISIONS** and when purchased, **PERSONAL PROPERTY** and/or **PERSONAL LIABILITY**.

PART TWO

RENEWAL OF

Named Insured and Basing Address

ADAM D NIBARGER
5416 HUFFINES BLVD APT 8105
FORT WORTH, TX 76179-5642
COUNTY: TARRANT

Policy Number

GAR 02065 35 76 REN 001

POLICY PERIOD: FROM 02/01/26 TO 02/01/27 (12:01 A.M. Standard Time at location of the property described)

PERSONAL PROPERTY		Premium	
DEDUCTIBLES We cover only that part of the loss over the deductible stated.		Limit of Liability	
OTHER PERILS	\$ 500	\$ 20,600	\$162.93
EARTHQUAKE	\$ 3,090 (15%)		
PERSONAL LIABILITY			
	Coverages	Limit of Liability	
LIABILITY	Each Occurrence	\$ 300,000	\$60.30
MEDICAL PAYMENTS TO OTHERS	Each Person	\$ 5,000	
OPTIONAL COVERAGES			
ADDITIONAL INSURED LIABILITY R-TC (0321) TECHNOLOGY COVERAGE DEDUCTIBLE \$250			NO CHARGE \$69.12
TOTAL ANNUAL PREMIUM INCLUDING SURCHARGES			\$292.61

PREMIUM DUE AT INCEPTION. THIS IS NOT A BILL. STATEMENT TO FOLLOW.

STATE PREMIUM SURCHARGE \$.26

Forms and endorsement(s) made a part of this policy at time of issue or amendment

CHANGED: R-56TX (0809)

IN FORCE: ESA (0205), R-IDF (0703), R-MCOVTX (0609), R-TC (0321), R-TX (0124)

R-20 (0486), RP-1TX (0102), RP-3TX (0102), RP-6TX (0102)

Loss Payable Clause: Loss, if any, will be paid to you and

as interests may appear.

In WITNESS WHEREOF, this policy is signed on 11/24/25

Tom Eck, Secretary

Randy Termeer, President

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GARRISON PROPERTY AND CASUALTY INSURANCE COMPANY
RENTERS PROTECTION POLICY DECLARATIONS

	Policy Number	Policy Term:	02/01/26	02/01/27
GAR	02065 35 76 REN 001	Inception		Expiration

YOUR PREMIUM HAS BEEN REDUCED BY THE FOLLOWING CREDITS AND DISCOUNTS:

AUTO/RENTERS COMBINATION	\$32.48
CLAIMS FREE DISCOUNT	\$73.09

ADDITIONAL COVERAGE AS PART OF THE CONTRACT

IDENTITY FRAUD EXPENSE	NO PREMIUM
DEDUCTIBLE \$100	

SPECIFICALLY LISTED BELOW ARE SURCHARGES. THESE SURCHARGES ARE PART OF THE TOTAL ANNUAL PREMIUM.

TX VOLUNTEER FIRE FUND ASSESSMENT	\$.14
TX FAIR PLAN ASSESSMENT RECOUPMENT	\$.12

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**ADDITIONAL INSURED
TEXAS**

Since the person or organization shown in this endorsement meets our requirements, this endorsement forms a part of the policy.

The definition of insured in this policy includes the person or organization named in this endorsement with respect to the coverages indicated below:

- Personal Property applies only when the additional insured shown below is a resident of the member's household.
- Personal Liability and Medical Payment to Others but only with respect to the designated location shown in this endorsement. (Location designated only)
- Personal Liability and Medical Payments to Others.

This coverage does not apply to **bodily injury** to any employee arising out of or in the course of the employee's employment by the person or organization named in this endorsement.

The person or organization named in this endorsement is not responsible for the payment of any premiums. Any premiums returned and any dividend we may declare will be paid to the named insured.

The named insured is authorized to act for the person or organization shown in this endorsement in all matters pertaining to this insurance.

This endorsement is added at the request of the named insured. Coverage under this endorsement does not grant membership or associate membership or grant or imply eligibility for membership or associate membership.

If this policy is canceled or not renewed by us, the person or organization shown in this endorsement will be notified in at least 10 days before the date cancellation or nonrenewal takes effect. This cancellation notice will be delivered or mailed to the address shown on this endorsement.

Except as specifically modified in this endorsement, all provisions of the policy to which this endorsement is attached also apply to this endorsement.

Name and Address of Person or Organization:

Interest: LANDLORD

INSURANCE TRACKING
PO BOX 100513
FLORENCE SC 29502

Designated Location:

5416 HUFFINES BLVD APT 8105
FORT WORTH, TX

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R-TC (0321)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TECHNOLOGY COVERAGE
(Renters Protection Policy)

Amount of Insurance \$ 5,000 Term Premium \$ 69.12

AGREEMENT

For an additional premium, the following **ADDITIONAL COVERAGE** is added:

DEFINITIONS

With respect to the coverage provided by this endorsement, the following is added:

"Peripheral device" means any physical unit used to operate a personal or laptop computer that cannot be used for purposes other than as part of the computer system. **"Peripheral device"** includes external drives, printers, modems, webcams, routers, and flash drives. **"Peripheral device"** does not include a standalone camera that functions solely to take a photograph or video and has no other purpose; communication systems or medical devices.

"Software" means prerecorded computer programs available on the retail market, used solely with a personal desktop or laptop computer.

"Technology" means:

- a. Personal desktop or laptop computer, tablets and their **"peripheral devices"**;
- b. Personal home networking equipment and personal home security equipment;
- c. Drones weighing less than 10 pounds and their related equipment and accessories;
- d. Mobile phones and smart phones;
- e. Personal digital assistants;
- f. Wearable technology, fitness trackers and smart jewelry;
- g. Electronic readers;
- h. Gaming systems and virtual reality equipment; and
- i. Televisions, digital media players, stereo systems and home theater equipment and their related equipment and accessories.

PROPERTY COVERED

If owned by or leased to you, we cover any legal, personal or **"business"** use of **"technology"**, **"peripheral devices"** and **"software"**.

R-TC (0321)

DEDUCTIBLE

A \$250 deductible applies to a loss covered under this endorsement.

Only this endorsement's deductible shall apply to a loss covered under both the endorsement and the policy to which it is attached.

DOLLAR LIMITS ON SOME PROPERTY

Items 3. (a) and (b) are deleted with respect to coverage under this endorsement

PROPERTY NOT COVERED

We do not cover:

- a. **"Technology"** or **"software"** rented to others or held for rental.
 - b. Any electronic data, records, recordings, images and photographs, regardless of storage media. This includes songs, movies, games and other audio or video media that you purchase and download onto a computer, portable electronic media player or on a remote networked computing facility.
-

CAUSE OF LOSS NOT COVERED

With respect to the coverage provided by this endorsement, only the following exclusions apply.

- 1. We do not insure for loss caused directly by any animal owned or kept by an **"insured"**, including birds, vermin, rodents or insects. Any ensuing loss not caused by the animal is covered.
 - 2. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.
 - a. Mechanical breakdown, faulty construction, or error in **"technology"** or **"software"** design.
 - b. Wear and tear, marring, deterioration, corrosion or obsolescence.
 - c. Nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

Direct loss by fire, if it results from nuclear reaction, nuclear radiation, or radioactive contamination is covered.
 - d. Intentional loss, meaning any loss arising out of any act committed:
 - (1) By or at the direction of an **"insured"**; and
 - (2) With intent to cause a loss.
-

R-TC (0321)

LOSS OF USE

We do not cover:

- a. Loss of use; or
 - b. Indirect or consequential loss of any kind.
-

OTHER INSURANCE

The following provisions are added with respect to coverage under this endorsement:

- a. If a loss is covered under both this endorsement and the policy to which this endorsement is attached, the policy will pay only when the limit of this endorsement has been exhausted.
- b. If you have been reimbursed by the U.S. Government under 31 USC 3721, commonly referred to as the Military Personnel and Civilian Employees Claims Act, as amended and supplemented, or any successor or replacement act, this endorsement provides excess coverage for a covered loss.

If a loss covered by this endorsement is also covered by:

- c. Other insurance, we will pay only the proportion of the loss that the amount of insurance applying under this policy bears to the total amount of insurance covering the property; or
 - d. A service agreement, this insurance is excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.
-

Except as specifically modified in this endorsement, all provision of the policy to which this endorsement is attached also apply to this endorsement.

Copyright, USAA, 2021. All rights reserved.

**Use of Credit Information Disclosure
Form CD-1**

Insurer's Name	<u>GARRISON PROPERTY AND CASUALTY INSURANCE COMPANY</u>
Address	<u>9800 FREDERICKSBURG ROAD</u> <u>SAN ANTONIO, TX 78288</u>
Telephone Number (toll free if available)	<u>1-800-531-USAA (8722)</u>

We will will not (choose one) obtain and use credit information on you or any other member(s) of your household as a part of the insurance credit scoring process.

If you have questions regarding this disclosure, contact the insurer at the above address or phone number. For information or other questions, contact the Texas Department of Insurance at 1-800-578-4677 or PO Box 12030, MC PC-PCL, Austin, Texas 78711-2030.

Section 559.053 of the Texas Insurance Code requires an insurer or its agents to disclose to its customers whether credit information will be obtained on the applicant or insured or on any other member(s) of the applicant's or insured's household and used as part of the insurance credit scoring process.

If credit information is obtained or used on the applicant or insured, or on any member of the applicant's or insured's household, the insurer shall disclose to the applicant the name of each person on whom credit information was obtained or used and how each person's credit information was used to underwrite or rate the policy. An insurer may provide this information with this disclosure or in a separate notice.

Adverse effect means an action taken by an insurer in connection with the underwriting of insurance for a consumer that results in the denial of coverage, the cancellation or nonrenewal of coverage, or the offer to and acceptance by a consumer of a policy form, premium rate, or deductible other than the policy form, premium rate, or deductible for which the consumer specifically applied.

Credit information is any credit related information derived from a credit report itself or provided in an application for personal insurance. The term does not include information that is not credit-related, regardless of whether the information is contained in a credit report or in an application for insurance coverage or is used to compute a credit score.

Credit score or insurance score is a number or rating derived from a mathematical formula, computer application, model, or other process that is based on credit information and used to predict the future insurance loss exposure of a consumer.

Summary of consumer protections in Chapter 559

Prohibited use of credit information. An insurer may not:

- (1) Use a credit score that is computed using factors that constitute unfair discrimination;
- (2) Deny, cancel, or nonrenewal of a policy of personal insurance solely on the basis of credit information without consideration of any other applicable underwriting factor independent of credit information; or

- (3) Take an action that results in an adverse effect against a consumer because the consumer does not have a credit card account without consideration of any other applicable factor independent of credit information.

An insurer may not consider an absence of credit information or an inability to determine credit information for an applicant for insurance coverage or insured as a factor in underwriting or rating an insurance policy unless the insurer:

- (1) Has statistical, actuarial, or reasonable underwriting information that (A) is reasonably related to actual or anticipated loss experience; and (B) shows that the absence of credit information could result in actual or anticipated loss differences;
- (2) Treats the consumer as if the applicant for insurance coverage or insured had neutral credit information, as defined by the insurer; or
- (3) Excludes the use of credit information as a factor in underwriting and uses only other underwriting criteria.

Negative factors. An insurer may not use any of the following as a negative factor in any credit scoring methodology or in reviewing credit information to underwrite or rate a policy of personal insurance:

- (1) A credit inquiry that is not initiated by the consumer;
- (2) An inquiry relating to insurance coverage, if so identified on a consumer's credit report; or
- (3) A collection account with a medical industry code, if so identified on the consumer's credit report.

Multiple lender inquiries made within 30 days of a prior inquiry, if coded by the consumer reporting agency on the consumer's credit report as from the home mortgage or motor vehicle lending industry, shall be considered by an insurer as only one inquiry.

Effect of extraordinary events. An insurer shall, on written request from an applicant for insurance coverage or an insured, provide reasonable exceptions to the insurer's rates, rating classifications, or underwriting rules for a consumer whose credit information has been directly influenced by a catastrophic illness or injury, by the death of a spouse, child, or parent, by temporary loss of employment, by divorce, or by identity theft. In such a case, the insurer may consider only credit information not affected by the event or shall assign a neutral credit score.

An insurer may require reasonable written and independently verifiable documentation of the event and the effect of the event on the person's credit before granting an exception. An insurer is not required to consider repeated events or events the insurer reconsidered previously as an extraordinary event.

An insurer may also consider granting an exception to an applicant for insurance coverage or an insured for an extraordinary event not listed in this section. An insurer is not out of compliance with any law or rule relating to underwriting, rating, or rate filing as a result of granting an exception under this article.

Notice of action resulting in adverse effect. If an insurer takes an action resulting in an adverse effect with respect to an applicant for insurance coverage or insured based in whole or in part on information contained in a credit report, the insurer must provide to the applicant or insured within 30 days certain information regarding how an applicant or insured may verify and dispute information contained in a credit report.

Dispute resolution; error correction. If it is determined through the dispute resolution process established under Section 611(a)(5), Fair Credit Reporting Act (15 U.S.C. Section 1681i), as amended, that the credit information of a current insured was inaccurate or incomplete or could not be verified and the insurer receives notice of that determination from the consumer reporting agency or from the insured, the insurer shall re-underwrite and re-rate the insured not later than the 30th day after the date of receipt of the notice.

After re-underwriting or re-rating the insured, the insurer shall make any adjustments necessary within 30 days, consistent with the insurer's underwriting and rating guidelines. If an insurer determines that the insured has overpaid premium, the insurer shall credit the amount of overpayment. The insurer shall compute the overpayment back to the shorter of the last 12 months of coverage; or the actual policy period.



Texas Deductible Program

About your deductibles

- The deductible amount is the amount your loss must exceed in order for your policy to begin paying for covered losses.
- If the amount of a loss is less than the deductible, we will not pay any portion of the loss.
- A deductible can be either a fixed dollar-amount or a percentage. A percentage deductible is based on the Personal Property limit. If you choose a percentage deductible, the Declaration page lists both the percentage and the corresponding dollar-amount of your deductibles.
- If you have a percentage deductible, the dollar-amount will increase when your Personal Property limit is increased.

Coverages to which your deductibles apply

- Personal Property

The deductibles apply to the entire loss, not to each coverage separately.

The following are examples of how percentage and fixed dollar deductibles work in the event of a loss:

Percentage Deductibles

Personal Property limit \$100,000
 Deductible – 15% (15% x 100,000=\$15,000)

Fixed Dollar Deductibles

Personal Property limit \$100,000
 Deductible – \$1,000

Scenario 1 – Earthquake

Total covered damage \$30,000
 Deductible (your out-of-pocket expense) \$15,000
 Amount recovered from insurance \$15,000

Scenario 2 – Fire Loss

Total covered damage \$3,500
 Deductible (your out-of-pocket expense) \$1,000
 Amount recovered from insurance \$2,500

The coverage descriptions and explanations in this flier are brief. Please read your policy for specific terms, conditions, exclusion, limitations, and provisions.

EXHIBIT

INS_03

USAA Auto Insurance — Julia TX Liability Card

Exhibit 11 of 33

Nibarger Response Packet — March 2026

GAR 02065 35 76 7101 7

JULIA ELIZABETH NIBARGER
5400 HUFFINES BLVD APT 8105
FORT WORTH TX 76179-5615

IMPORTANT INSURANCE PAPERS ENCLOSED

03/05/26

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TEXAS LIABILITY INSURANCE CARD

Name and Address of Insured

JULIA ELIZABETH NIBARGER
5400 HUFFINES BLVD APT 8105
FORT WORTH TX 76179-5615

ADAM D NIBARGER
JULIA ELIZABETH NIBARGER

Insurance Company

GARRISON PROP AND CAS INS CO

Policy Number

02065 35 76R 7101 7

Effective Date

05/01/26

Expiration Date

11/01/26

Vehicle Make/Model/Vehicle Identification Number

BUICK ENCORE KL4MMDS22MB105123

Year

2021

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

b a c k

Texas Liability Insurance Card**Keep this card.**

IMPORTANT: This card or a copy of your insurance policy must be shown when you apply for or renew your:

- motor vehicle registration
- driver's license
- motor vehicle safety inspection sticker.

You also may be asked to show this card or your policy if you have an accident or if a peace officer asks to see it.

All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. Failure to do so could result in fines up to \$1,000, suspension of your driver's license and motor vehicle registration, and impoundment of your vehicle for up to 180 days (at a cost of \$15 per day).

Additional copies available at usaa.com.**CONTACT US: 210-531-USAA(8722)**

OR 800-531-USAA

Automobile Insurance Identification Cards

We've issued two identification cards as evidence of liability insurance for your vehicle(s). These cards are valid only as long as liability insurance remains in force. **Keep a copy of the ID card in your vehicle at all times.**

You may be required to produce your identification card at vehicle registration or inspection, when applying for a driver's license, following an accident, or upon a law enforcement officer's request.

53TX1 Rev. 06-13

03/05/26

62882-0513_02

TEXAS LIABILITY INSURANCE CARD

Name and Address of Insured

JULIA ELIZABETH NIBARGER
5400 HUFFINES BLVD APT 8105
FORT WORTH TX 76179-5615

ADAM D NIBARGER
JULIA ELIZABETH NIBARGER

Insurance Company

GARRISON PROP AND CAS INS CO

Policy Number

02065 35 76R 7101 7

Effective Date

05/01/26

Expiration Date

11/01/26

Vehicle Make/Model/Vehicle Identification Number

BUICK ENCORE KL4MMDS22MB105123

Year

2021

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Additional copies available at usaa.com.**CONTACT US: 210-531-USAA(8722)**

OR 800-531-USAA

EXHIBIT

INS_04

USAA Auto Insurance — Policy Docs (Adam Nibarger)

Exhibit 12 of 33

Nibarger Response Packet — March 2026



03/05/26

ADAM D NIBARGER
PV2 USA
5416 HUFFINES BLVD APT 8105
FORT WORTH TX 76179-5642

02065 35 76

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**Where you can get information
or make a complaint**

If you have a question or a problem with a claim or your premium, contact your insurance company first. You can also get information or file a complaint with the Texas Department of Insurance.

Garrison Property and Casualty Insurance Company

To get information or file a complaint with your insurance company:

Call: 210-531-USAA (8722)
Toll-free: 1-800-531-USAA (8722)
Online: usaa.com
Mail: 9800 Fredericksburg Road,
San Antonio, Texas 78288

The Texas Department of Insurance

To get help with an insurance question, learn about your rights, or file a complaint with the state:

Call: 1-800-252-3439
Online: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov
Mail: Consumer Protection MC: CO-CP,
Texas Department of Insurance,
PO Box 12030, Austin,
TX 78711-2030

To compare policies and prices

Visit HelpInsure.com to compare prices and coverages on home and auto insurance policies. The website is a service of the Texas Department of Insurance and the Office of Public Insurance Counsel.

**Donde puede obtener información o
presentar una queja**

Si tiene una pregunta o un problema con una reclamación o con su prima de seguro, comuníquese primero con su compañía de seguros. Usted también puede obtener información o presentar una queja ante el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés).

Garrison Property and Casualty Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros:

Llame: 210-531-USAA (8722)
Tel'efono gratuito: 1-800-531-USAA (8722)
En línea: usaa.com
Dirección postal: 9800 Fredericksburg Road
San Antonio, TX 78288

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros, para conocer sus derechos o para presentar una queja ante el estado:

Llame: 1-800-252-3439
En línea: www.tdi.texas.gov
Correo electrónico:
ConsumerProtection@tdi.texas.gov
Dirección postal:

Consumer Protection MC: CO-CP,
Texas Department of Insurance,
PO Box 12030, Austin,
TX 78711-2030

Para comparar pólizas y precios

Visite HelpInsure.com para comparar precios y coberturas en pólizas de seguro para el hogar y automóvil. El sitio web es un servicio del Departamento de Seguros de Texas y de la Oficina del Asesor Público de Seguros (Office of Public Insurance Counsel, por su nombre en inglés).



AUTOMOBILE POLICY PACKET

ADAM D NIBARGER
PV2 USA
5416 HUFFINES BLVD APT 8105
FORT WORTH TX 76179-5642

GAR 02065 35 76 7101 7

POLICY PERIOD: EFFECTIVE MAY 01 2026 TO NOV 01 2026

IMPORTANT MESSAGES

Refer to your Declarations Page and endorsements to verify that coverages, limits, deductibles and other policy details are correct and meet your insurance needs. Required information forms are also enclosed for your review.

Check your vehicle for a safety recall today! Visit www.usaa.com/autorecall to learn more.

Your Uninsured Motorists/Underinsured Motorists Coverage (UM/UIM) and Uninsured Motorists Property Damage (UMPD) selection/rejection remains in effect. You may quote different coverage limits and make changes at any time to your policy on usaa.com. Or you may call us at 1-800-531-USAA (8722).

Your Personal Injury Protection (PIP) selection/rejection remains in effect. You may quote different coverage limits and make changes at any time to your policy on usaa.com. Or you may call us at 1-800-531-USAA (8722).

The cost of your attached policy may include an assessment charge to reimburse USAA for funds paid to the Texas Volunteer Fire Department Assistance Fund. This assessment is imposed on USAA and other insurers in Texas to help volunteer fire departments with equipment and training expenses. The assessment charge is applied regardless of your location and whether your responding station is a paid or volunteer department. If applicable the assessment charge is shown on your Declarations page.

Your safety matters to USAA. Visit <http://usaa.com/autoadvice> for our latest auto insurance and driving safety tips.

This is not a bill. Any premium charge or change for this policy will be reflected on your next regular monthly statement. Your current billing statement should still be paid by the due date indicated.

To receive this document and others electronically, or manage your Auto Policy online, go to usaa.com.

For U.S. calls: Policy Service (800) 531-8111. Claims (800) 531-8222.

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AUTOMOBILE POLICY PACKET CONTINUED

Coverage exclusions apply when your vehicle is used in ride sharing. If you need coverage for ride sharing activities, we're pleased to offer Ride Share Gap Protection. Please contact us for more information or to obtain a quote.

Your credit-based insurance score was one of several factors used in determining your policy premium. You have the right to request USAA re-order your credit-based insurance score once annually.

USAA considers many factors when determining your premium. Maintaining safe driving habits is one of the most important steps you can take in keeping your premium as low as possible. A history of claim or driving activity and your USAA payment history may affect your policy premium.

We have provided your ID cards in this packet. You can use the cards to show proof of insurance, if necessary.

TEXAS LIABILITY INSURANCE CARD

Name and Address of Insured

JULIA ELIZABETH NIBARGER
5416 HUFFINES BLVD APT 8105
FORT WORTH TX 76179-5642

ADAM D NIBARGER
JULIA ELIZABETH NIBARGER

Insurance Company

GARRISON PROP AND CAS INS CO

Policy Number

02065 35 76R 7101 7

Effective Date

05/01/26

Expiration Date

11/01/26

Vehicle Make/Model/Vehicle Identification Number

BUICK ENCORE KL4MMDS22MB105123

Year

2021

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b a c k

Texas Liability Insurance Card**Keep this card.**

IMPORTANT: This card or a copy of your insurance policy must be shown when you apply for or renew your:

- motor vehicle registration
- driver's license
- motor vehicle safety inspection sticker.

You also may be asked to show this card or your policy if you have an accident or if a peace officer asks to see it.

All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. Failure to do so could result in fines up to \$1,000, suspension of your driver's license and motor vehicle registration, and impoundment of your vehicle for up to 180 days (at a cost of \$15 per day).

Additional copies available at usaa.com.**CONTACT US: 210-531-USAA(8722)**

OR 800-531-USAA

Automobile Insurance Identification Cards

We've issued two identification cards as evidence of liability insurance for your vehicle(s). These cards are valid only as long as liability insurance remains in force. **Keep a copy of the ID card in your vehicle at all times.**

You may be required to produce your identification card at vehicle registration or inspection, when applying for a driver's license, following an accident, or upon a law enforcement officer's request.

53TX1 Rev. 06-13

03/05/26

62882-0513_02

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OR 800-531-USAA



GARRISON PROPERTY and CASUALTY INSURANCE COMPANY
(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

TEXAS PERSONAL AUTO POLICY

RENEWAL DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

State		Veh	POLICY NUMBER			
TX		Terr	02065 35 76R 7101 7			
POLICY PERIOD:			(12:01 A.M. standard time)			
EFFECTIVE MAY 01 2026 TO NOV 01 2026						

Named Insured and Address

ADAM D NIBARGER
PV2 USA
5416 HUFFINES BLVD APT 8105
FORT WORTH TX 76179-5642

Description of Vehicle(s)							VEH USE*	WORK/SCHOOL	
VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	SYM	Miles One Way	Days Per Week

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C=Work/School; B=Business; F=Farm; P=Pleasure

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES ("ACV" MEANS ACTUAL CASH VALUE)	LIMITS OF LIABILITY		VEH		VEH		VEH		VEH	
	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$
6 MONTH PREMIUM \$ 763.30 PREMIUM DUE AT INCEPTION. THIS IS NOT A BILL, STATEMENT TO FOLLOW. EARNED ACCIDENT FORGIVENESS APPLIES WITH FIVE YEARS CLEAN DRIVING WITH USAA. NOTICE: YOUR PAYMENT INCLUDES A \$5.00 FEE PER VEHICLE EACH YEAR. THIS FEE HELPS FUND: (1) AUTO BURGLARY, THEFT AND FRAUD PREVENTION, (2) CRIMINAL JUSTICE EFFORTS, (3) TRAUMA CARE AND EMERGENCY MEDICAL SERVICES FOR VICTIMS OF ACCIDENTS DUE TO TRAFFIC OFFENSES, AND (4) THE DETECTION AND PREVENTION OF CATALYTIC CONVERTER THEFTS. BY LAW, THIS FEE FUNDS THE MOTOR VEHICLE CRIME PREVENTION AUTHORITY (MVCPA). NOTICE: AN ASSESSMENT OF \$ 0.40 IS PAYABLE IN ADDITION TO THE PREMIUM DUE UNDER THIS POLICY. THIS ASSESSMENT WAS CREATED BY THE TEXAS LEGISLATURE TO FUND THE RURAL VOLUNTEER FIRE DEPARTMENT ASSESSMENT PROGRAM. THE FOLLOWING COVERAGE(S) DEFINED IN THIS POLICY ARE NOT PROVIDED FOR: VEH 02 - RENTAL REIMBURSEMENT										

In WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,

on this date MARCH 5, 2026

Tom Eck
Tom Eck, Secretary

Randy Termeer
Randy Termeer, President



Garrison Property and Casualty Insurance Company
(A Stock Insurance Company)
9800 Fredericksburg Road
San Antonio, Texas 78288

FEATURES DECLARATION

POLICY NUMBER: 02065 35 76R 7101 EFFECTIVE MAY 01 2026 TO NOV 01 2026

Specifically listed below are the selected vehicle feature(s) and associated premiums. These premiums are already included in the Vehicle Total Premium.

VEH 02, 2021 BUICK ENCORE
CAR REPLACEMENT ASSISTANCE \$ 65.93

In WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas, on this date MARCH 5, 2026

A handwritten signature in black ink, appearing to read "Tom Eck".

Tom Eck, Secretary

A handwritten signature in black ink, appearing to read "Randy Termeer".

Randy Termeer, President



SUPPLEMENTAL INFORMATION

EFFECTIVE MAY 01 2026 TO NOV 01 2026

The following approximate premium discounts or credits have already been applied to reduce your policy premium costs.

NOTE: Age or senior citizen status, if allowed by your state/location, was taken into consideration when your rates were set and your premiums have already been adjusted.

VEHICLE 02

ANNUAL MILEAGE DISCOUNT	-\$	33.19
ANTI-THEFT DISCOUNT	-\$	16.36
AUTOMATIC PAYMENT PLAN DISCOUNT	-\$	19.50
DAYTIME RUNNING LIGHTS DISCOUNT	-\$	7.11
DEFENSIVE DRIVING DISCOUNT	-\$	14.78
OPERATOR 04 -- (CERTIFICATE EXPIRES 01-30-29)		
DRUG AND ALCOHOL COURSE DISCOUNT	-\$	25.15
EARNED SAFE DRIVING DISCOUNT	-\$	113.00
MY USAA LEGACY DISCOUNT	-\$	71.14
OPERATOR 01		
PASSIVE RESTRAINT DISCOUNT	-\$	4.14

**Tarjeta de Seguro de
Responsabilidad de Texas
Guarde esta tarjeta.**

IMPORTANTE: Esta tarjeta o una copia de su póliza de seguro debe ser mostrada cuando usted solicite o renueve su:

registro de vehículo de motor
licencia para conducir
etiqueta de inspección de seguridad para su vehículo.

Puede que usted tenga también que mostrar esta tarjeta o su póliza de seguro si tiene un accidente o si un oficial de la paz se la pide.

Todos los conductores en Texas deben de tener seguro de responsabilidad para sus vehículos, o de otra manera llenar los requisitos legales de responsabilidad civil. Fallo en llenar este requisito pudiera resultar en multas de hasta \$1,000, suspensión de su licencia para conducir y su registro de vehículo de motor, y la retención de su vehículo por un periodo de hasta 180 días (a un costo de \$15 por día).

IMPORTANTE: Si usted quiere una tarjeta oficial escrita en español, llame a este número:
1-800-531-8111

Use of Credit Information Disclosure
Form CD-1

Insurer's Name	<u>Garrison Property and Casualty Insurance Company</u>
Address	<u>9800 FREDERICKSBURG ROAD</u> <u>SAN ANTONIO, TX 78288</u>
Telephone Number (toll free if available)	<u>1-800-531-USAA (8722)</u>
<p>We <input type="checkbox"/> will <input checked="" type="checkbox"/> will not (choose one) obtain and use credit information on you or any other member(s) of your household as a part of the insurance credit scoring process.</p> <p>If you have questions regarding this disclosure, contact the insurer at the above address or phone number. For information or other questions, contact the Texas Department of Insurance at 1-800-578-4677 or P.O. Box 12030, MC - PC-PCL, Austin, Texas 78711-2030.</p>	

Section 559.053 of the Texas Insurance Code requires an insurer or its agents to disclose to its customers whether credit information will be obtained on the applicant or insured or on any other member(s) of the applicant's or insured's household and used as part of the insurance credit scoring process.

If credit information is obtained or used on the applicant or insured, or on any member of the applicant's or insured's household, the insurer shall disclose to the applicant the name of each person on whom credit information was obtained or used and how each person's credit information was used to underwrite or rate the policy. An insurer may provide this information with this disclosure or in a separate notice.

Adverse effect means an action taken by an insurer in connection with the underwriting of insurance for a consumer that results in the denial of coverage, the cancellation or nonrenewal of coverage, or the offer to and acceptance by a consumer of a policy form, premium rate, or deductible other than the policy form, premium rate, or deductible for which the consumer specifically applied.

Credit information is any credit related information derived from a credit report itself or provided in an application for personal insurance. The term does not include information that is not credit-related, regardless of whether the information is contained in a credit report or in an application for insurance coverage or is used to compute a credit score.

Credit score or insurance score is a number or rating derived from a mathematical formula, computer application, model, or other process that is based on credit information and used to predict the future insurance loss exposure of a consumer.

Summary of consumer protections in Chapter 559

Prohibited use of credit information. An insurer may not:

- (1) Use a credit score that is computed using factors that constitute unfair discrimination;
- (2) Deny, cancel, or nonrenewal a policy of personal insurance solely on the basis of credit information without consideration of any other applicable underwriting factor independent of credit information; or

- (3) Take an action that results in an adverse effect against a consumer because the consumer does not have a credit card account without consideration of any other applicable factor independent of credit information.

An insurer may not consider an absence of credit information or an inability to determine credit information for an applicant for insurance coverage or insured as a factor in underwriting or rating an insurance policy unless the insurer:

- (1) Has statistical, actuarial, or reasonable underwriting information that (A) is reasonably related to actual or anticipated loss experience; and (B) shows that the absence of credit information could result in actual or anticipated loss differences;
- (2) Treats the consumer as if the applicant for insurance coverage or insured had neutral credit information, as defined by the insurer; or
- (3) Excludes the use of credit information as a factor in underwriting and uses only other underwriting criteria.

Negative factors. An insurer may not use any of the following as a negative factor in any credit scoring methodology or in reviewing credit information to underwrite or rate a policy of personal insurance:

- (1) A credit inquiry that is not initiated by the consumer;
- (2) An inquiry relating to insurance coverage, if so identified on a consumer's credit report; or
- (3) A collection account with a medical industry code, if so identified on the consumer's credit report.

Multiple lender inquiries made within 30 days of a prior inquiry, if coded by the consumer reporting agency on the consumer's credit report as from the home mortgage or motor vehicle lending industry, shall be considered by an insurer as only one inquiry.

Effect of extraordinary events. An insurer shall, on written request from an applicant for insurance coverage or an insured, provide reasonable exceptions to the insurer's rates, rating classifications, or underwriting rules for a consumer whose credit information has been directly influenced by a catastrophic illness or injury, by the death of a spouse, child, or parent, by temporary loss of employment, by divorce, or by identity theft. In such a case, the insurer may consider only credit information not affected by the event or shall assign a neutral credit score.

An insurer may require reasonable written and independently verifiable documentation of the event and the effect of the event on the person's credit before granting an exception. An insurer is not required to consider repeated events or events the insurer reconsidered previously as an extraordinary event.

An insurer may also consider granting an exception to an applicant for insurance coverage or an insured for an extraordinary event not listed in this section. An insurer is not out of compliance with any law or rule relating to underwriting, rating, or rate filing as a result of granting an exception under this article.

Notice of action resulting in adverse effect. If an insurer takes an action resulting in an adverse effect with respect to an applicant for insurance coverage or insured based in whole or in part on information contained in a credit report, the insurer must provide to the applicant or insured within 30 days certain information regarding how an applicant or insured may verify and dispute information contained in a credit report.

Dispute resolution; error correction. If it is determined through the dispute resolution process established under Section 611(a)(5), Fair Credit Reporting Act (15 U.S.C. Section 1681i), as amended, that the credit information of a current insured was inaccurate or incomplete or could not be verified and the insurer receives notice of that determination from the consumer reporting agency or from the insured, the insurer shall re-underwrite and re-rate the insured not later than the 30th day after the date of receipt of the notice.

After re-underwriting or re-rating the insured, the insurer shall make any adjustments necessary within 30 days, consistent with the insurer's underwriting and rating guidelines. If an insurer determines that the insured has overpaid premium, the insurer shall credit the amount of overpayment. The insurer shall compute the overpayment back to the shorter of the last 12 months of coverage; or the actual policy period.

Installment Fee Notice

An installment fee will be charged if you are not enrolled in paperless statements and automatic payments.

For more than 100 years, USAA has served the financial needs of the military community and we remain focused on serving our members for the next century. USAA continually evaluates ways we can serve our members with excellence, maintain exceptional value, and reduce costs of operations.

Around 70% of members utilize paperless statements, and the majority are taking advantage of the easy auto payment options provided. These options allow us to reinvest costly printing and technology expenses back into our membership.

Members who elect to receive paper statements and/or pay their bill monthly using non-automatic payment methods will see an installment fee on their auto insurance statement.

If you opt to:

- Pay the auto insurance policy term balance in full, no installment fee will be incurred with the exception of mid-term changes which could generate an additional balance due on your auto policy.
- Receive paper statements, you will incur a \$2.00 monthly fee.
- Not have Automatic Payment Plans (APP) established, you will incur a \$3.00 monthly fee.

For members already participating in our Automatic Payment Plan (APP) and receiving paperless (electronic) statements, no installment fees will be applied, and no action is required.

How To Avoid Fees

You can easily avoid installment fees by updating delivery preferences and setting up and actively using APP.

Here's how to enroll in an Automatic Payment Plan (APP):

1. Log onto your account (preferably using usaa.com)
2. Scroll down to Insurance and select Bills located in the right-hand corner of the insurance tool bar
3. Click on Setup Automatic Payments
4. Follow the prompts to setup APP

Here's how to go paperless for your statements:

1. Log onto your account (preferably using usaa.com)
2. Click on your profile icon located in the top right hand corner.
3. In the profile menu, scroll down to locate and click on Communication Preferences
4. Locate and click on Manage Paperless
5. Click Insurance (if using usaa.com) and select Auto & Property
6. In the Auto and Property Documents menu, edit/update Auto & Property Statements preference to Online
7. Click save and exit settings

Receive paper statements and do not choose APP, you will incur a total installment fee of \$5 every month or the maximum state allowed fee, whichever is lower.

For members we have identified as a recipient of accessible communications (i.e. Braille), the installment fee for receiving a paper statement will be waived. **No action is required on your part to avoid this fee.**

Members who have not elected to do business with USAA online and receive a paper statement will not be charged the installment fee for receiving a paper statement.

We thank you for allowing us the opportunity to serve you with your insurance needs. If you have questions about the information we have provided, visit usaa.com/mybill for ways to save/FAQ. Or call us at 210-531-USAA (8722), our mobile short cut #8722 or 800-531-8722.

EXHIBIT

UTL_01

Gexa Energy — January 2026 (\$167.59)

Exhibit 13 of 33

Nibarger Response Packet — March 2026



ADAM NIBARGER
5416 HUFFINES BLVD APT 8105
FORT WORTH, TX 761790000



Invoice - Account Summary

Gexa Energy
601 Travis St., Suite 1400
Houston, TX 77002

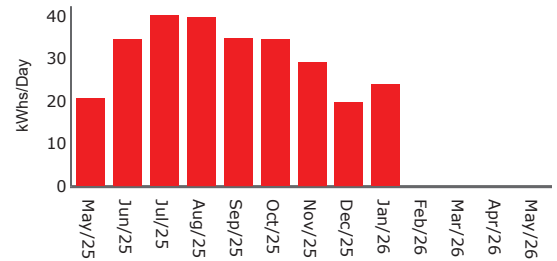
Account No.	36505753
Amount Due (If paid by due date)	\$167.59
Due Date	01/26/2026

Account summary (see second page for details)

Invoice date: Jan 08 2026, Invoice No: 33350093

Opening Balance	\$149.68
Payment Received Dec 26, 2025	\$-149.68
Balance Forward	\$0.00
Electricity Charges and Taxes (see second page for details)	\$121.98
TDU Charges and Taxes (see second page for details)	\$45.61
Total Current Charges	\$167.59
Total Amount Due	\$167.59
5.0% Late Payment Penalty (if paid after 01/26/2026)	\$8.37
Total Amount Due with Late Payment Penalty (if paid after due date)	\$175.96

Your Average Daily Billed Usage



This period billed usage: 716 kWh
Previous 13 months billed usage: 7,959 kWh

For more information about residential electric service please visit www.powertochoose.com

Please allow 5 to 7 days for processing. Detach and return this portion with your payment.



BILL PAYMENT ASSISTANCE

Check this box if you wish to apply any additional amount paid to the Bill Payment Assistance Program.

\$ _____

Account No.	Invoice No.	Amount due	Due Date	Amount Enclosed
36505753	33350093	\$167.59	01/26/2026	\$ _____

Auto Payment Information

DO NOT PAY – Your bill is scheduled to be drafted on the due date 01/26/2026.

Gexa Energy
PO Box 660100
Dallas, TX 75266-0100

0365057533 9 00016759

Electricity Usage Details

Meter Reading Information						
ESI: 10443720005380263, Address: 5416 HUFFINES BLVD APT 8105, FORT WORTH, TX 76179						
Meter Number	Meter Read Date	Read Type	Previous Meter Read	Current Meter Read	Multi	kWh Usage
194872289LG	12/08/2025 - 01/07/2026	Actual	9161	9877	1	716
					Total Usage	716

Electricity Charges and Taxes	Billing Period: 12/08/2025 - 01/07/2026	Units	Rate \$	Total \$
*Energy Charge		716	0.165100	\$118.21
PUC Assessment				\$0.20
Gross Receipts Reimb				\$2.36
Sales Tax - City				\$1.21
Total Electricity Charges and Taxes				\$121.98
TDU Charges and Taxes	Billing Period: 12/08/2025 - 01/07/2026	Units	Rate \$	Total \$
*TDU Delivery Charges				\$44.20
PUC Assessment				\$0.07
Gross Receipts Reimb				\$0.89
Sales Tax - City				\$0.45
Total TDU Charges and Taxes				\$45.61


*These items are included in the calculation of the average price per kWh. The average price you paid for electric service this month is 22.7 cents per kWh. The amount billed may include price changes allowed by law or regulatory actions.


ESI: 10443720005380263, Address: 5416 HUFFINES BLVD APT 8105, FORT WORTH, TX 76179

The estimated contract end date is 05/02/2026

Important Messages:


No important messages at this time.

 **Customer Service: 1-866-961-9399**
Mon-Fri 7:00am-8:00pm Sat 8:00am-5:00pm

 **Electricity Outages: 1-888-313-4747**
24 Hours

 Text BALANCE to 20145 to receive account details via SMS

 **Web: www.gexaenergy.com**

 **Payment: Gexa Energy, PO Box 660100,**
Dallas, TX 75266-0100

 **Email: Customercare@gexaenergy.com**

Gexa Energy PUCT Certificate #10027

If you believe the bill includes unauthorized charges, you should contact Gexa Energy at 1-866-961-9399 to dispute such charges and, if not satisfied with our review may file a complaint with the Public Utility Commission of Texas, P.O. Box 13326, Austin, Texas 78711-3326, (512) 936-7120 or toll free in Texas at (888) 782-8477. Hearing and speech-impaired individuals with text telephones (TTY) may contact the commission at (512) 936-7136.

EXHIBIT

UTL_02

Gexa Energy — February 2026 (\$107.41)

Exhibit 14 of 33

Nibarger Response Packet — March 2026



ADAM NIBARGER
5416 HUFFINES BLVD APT 8105
FORT WORTH, TX 761790000



Invoice - Account Summary

Gexa Energy
601 Travis St., Suite 1400
Houston, TX 77002

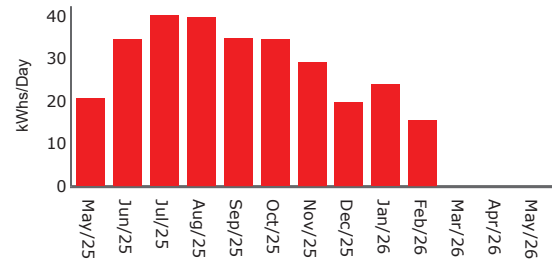
Account No.	36505753
Amount Due (If paid by due date)	\$107.41
Due Date	02/23/2026

Account summary (see second page for details)

Invoice date: Feb 06 2026, Invoice No: 33853491

Opening Balance	\$167.59
Payment Received Jan 26, 2026	\$-167.59
Balance Forward	\$0.00
Electricity Charges and Taxes (see second page for details)	\$77.00
TDU Charges and Taxes (see second page for details)	\$30.41
Total Current Charges	\$107.41
Total Amount Due	\$107.41
5.0% Late Payment Penalty (if paid after 02/23/2026)	\$5.37
Total Amount Due with Late Payment Penalty (if paid after due date)	\$112.78

Your Average Daily Billed Usage



This period billed usage: 452 kWh
Previous 13 months billed usage: 8,411 kWh

For more information about residential electric service please visit www.powertochoose.com

Please allow 5 to 7 days for processing. Detach and return this portion with your payment.



BILL PAYMENT ASSISTANCE

Check this box if you wish to apply any additional amount paid to the Bill Payment Assistance Program.

\$ _____

Account No.	Invoice No.	Amount due	Due Date	Amount Enclosed
36505753	33853491	\$107.41	02/23/2026	\$ _____

Auto Payment Information

DO NOT PAY – Your bill is scheduled to be drafted on the due date 02/23/2026.

Gexa Energy
PO Box 660100
Dallas, TX 75266-0100

0365057533 9 00010741

Electricity Usage Details

Meter Reading Information						
ESI: 10443720005380263, Address: 5416 HUFFINES BLVD APT 8105, FORT WORTH, TX 76179						
Meter Number	Meter Read Date	Read Type	Previous Meter Read	Current Meter Read	Multi	kWh Usage
194872289LG	01/07/2026 - 02/05/2026	Actual	9877	10329	1	452
Total Usage						452

Electricity Charges and Taxes	Billing Period: 01/07/2026 - 02/05/2026	Units	Rate \$	Total \$
	*Energy Charge	452	0.165100	\$74.63
	PUC Assessment			\$0.12
	Gross Receipts Reimb			\$1.49
	Sales Tax - City			\$0.76
	Total Electricity Charges and Taxes			\$77.00
TDU Charges and Taxes	Billing Period: 01/07/2026 - 02/05/2026	Units	Rate \$	Total \$
	*TDU Delivery Charges			\$29.47
	PUC Assessment			\$0.04
	Gross Receipts Reimb			\$0.59
	Sales Tax - City			\$0.31
	Total TDU Charges and Taxes			\$30.41


*These items are included in the calculation of the average price per kWh. The average price you paid for electric service this month is 23.0 cents per kWh. The amount billed may include price changes allowed by law or regulatory actions.

ESI: 10443720005380263, Address: 5416 HUFFINES BLVD APT 8105, FORT WORTH, TX 76179


The estimated contract end date is 05/02/2026

Important Messages:


No important messages at this time.

 **Customer Service: 1-866-961-9399**
Mon-Fri 7:00am-8:00pm Sat 8:00am-5:00pm

 **Electricity Outages: 1-888-313-4747**
24 Hours

 Text BALANCE to 20145 to receive account details via SMS

 **Web:** www.gexaenergy.com

 **Payment:** Gexa Energy, PO Box 660100,
Dallas, TX 75266-0100

 **Email:** Customercare@gexaenergy.com

Gexa Energy PUCT Certificate #10027

If you believe the bill includes unauthorized charges, you should contact Gexa Energy at 1-866-961-9399 to dispute such charges and, if not satisfied with our review may file a complaint with the Public Utility Commission of Texas, P.O. Box 13326, Austin, Texas 78711-3326, (512) 936-7120 or toll free in Texas at (888) 782-8477. Hearing and speech-impaired individuals with text telephones (TTY) may contact the commission at (512) 936-7136.

EXHIBIT

UTL_03

Gexa Energy — March 2026 (\$115.55)

Exhibit 15 of 33

Nibarger Response Packet — March 2026



ADAM NIBARGER
5416 HUFFINES BLVD APT 8105
FORT WORTH, TX 761790000



Invoice - Account Summary

Gexa Energy
601 Travis St., Suite 1400
Houston, TX 77002

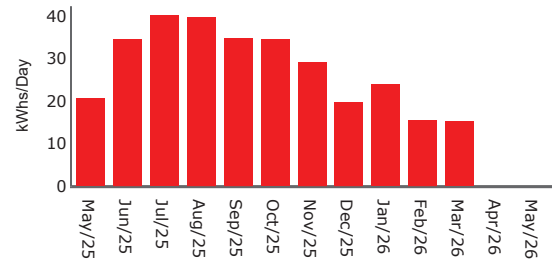
Account No.	36505753
Amount Due (If paid by due date)	\$115.55
Due Date	03/26/2026

Account summary (see second page for details)

Invoice date: Mar 10 2026, Invoice No: 34374162

Opening Balance	\$107.41
Payment Received Feb 23, 2026	\$-107.41
Balance Forward	\$0.00
Electricity Charges and Taxes (see second page for details)	\$82.96
TDU Charges and Taxes (see second page for details)	\$32.59
Total Current Charges	\$115.55
Total Amount Due	\$115.55
5.0% Late Payment Penalty (if paid after 03/26/2026)	\$5.77
Total Amount Due with Late Payment Penalty (if paid after due date)	\$121.32

Your Average Daily Billed Usage



This period billed usage: 487 kWh
Previous 13 months billed usage: 8,898 kWh

For more information about residential electric service please visit www.powertochoose.com

Please allow 5 to 7 days for processing. Detach and return this portion with your payment.



BILL PAYMENT ASSISTANCE

Check this box if you wish to apply any additional amount paid to the Bill Payment Assistance Program.

\$ _____

Account No.	Invoice No.	Amount due	Due Date	Amount Enclosed
36505753	34374162	\$115.55	03/26/2026	\$ _____

Auto Payment Information

DO NOT PAY – Your bill is scheduled to be drafted on the due date 03/26/2026.

Gexa Energy
PO Box 660100
Dallas, TX 75266-0100

0365057533 9 00011555

Electricity Usage Details

Meter Reading Information						
ESI: 10443720005380263, Address: 5416 HUFFINES BLVD APT 8105, FORT WORTH, TX 76179						
Meter Number	Meter Read Date	Read Type	Previous Meter Read	Current Meter Read	Multi	kWh Usage
194872289LG	02/05/2026 - 03/09/2026	Actual	10329	10816	1	487
					Total Usage	487

Electricity Charges and Taxes	Billing Period: 02/05/2026 - 03/09/2026	Units	Rate \$	Total \$
*Energy Charge		487	0.165100	\$80.40
PUC Assessment				\$0.13
Gross Receipts Reimb				\$1.61
Sales Tax - City				\$0.82
Total Electricity Charges and Taxes				\$82.96
TDU Charges and Taxes	Billing Period: 02/05/2026 - 03/09/2026	Units	Rate \$	Total \$
*TDU Delivery Charges				\$31.58
PUC Assessment				\$0.04
Gross Receipts Reimb				\$0.64
Sales Tax - City				\$0.33
Total TDU Charges and Taxes				\$32.59


*These items are included in the calculation of the average price per kWh. The average price you paid for electric service this month is 23.0 cents per kWh. The amount billed may include price changes allowed by law or regulatory actions. Your Price has changed consistent with your Terms of Service and Electricity Facts Label.

ESI: 10443720005380263, Address: 5416 HUFFINES BLVD APT 8105, FORT WORTH, TX 76179

The estimated contract end date is 05/02/2026

Important Messages:


No important messages at this time.

 **Customer Service: 1-866-961-9399**
Mon-Fri 7:00am-8:00pm Sat 8:00am-5:00pm

 **Electricity Outages: 1-888-313-4747**
24 Hours

 Text BALANCE to 20145 to receive account details via SMS

 **Web:** www.gexaenergy.com

 **Payment:** Gexa Energy, PO Box 660100,
Dallas, TX 75266-0100

 **Email:** Customercare@gexaenergy.com

Gexa Energy PUCT Certificate #10027

If you believe the bill includes unauthorized charges, you should contact Gexa Energy at 1-866-961-9399 to dispute such charges and, if not satisfied with our review may file a complaint with the Public Utility Commission of Texas, P.O. Box 13326, Austin, Texas 78711-3326, (512) 936-7120 or toll free in Texas at (888) 782-8477. Hearing and speech-impaired individuals with text telephones (TTY) may contact the commission at (512) 936-7136.

EXHIBIT

HSG_01

Alta Marine Creek — Rent Current Status

Exhibit 16 of 33

Nibarger Response Packet — March 2026



Logged in as: Adam Nibarger

Payments

[Make Payments](#)
[Auto-pay Setup](#)
[Recent Activity](#)
[Payment Accounts](#)

Loss of employment insurance. Rhino + Jetly's Loss of Employment Protection policy can help secure your housing if you lose your job unexpectedly. Instead of worrying about making rent while between jobs, you can focus on your job. Search with peace of mind. This insurance policy protects you by covering your rent payments while you get back on your feet. [CLICK HERE](#)

Current Balance: \$0.00

as of 3/17/2026

[flex Split into 2 payments](#)

Charge	Amount	Charged on
--------	--------	------------

March Monthly Charges

Charge	Amount
Base Rent	\$1,873.00
Parking Income	\$30.00
Trash Rebill - Door to Door	\$25.00
Packages	\$15.00
Boiler Rebill	\$13.75
Pest Control Rebill	\$5.00
Total Amount	\$1,961.75

Auto-Pay
 A maximum amount of up to \$2,100.00 of your outstanding balance will be automatically paid on 4/1/2026 using your bank account
[Change your auto-pay settings](#)

[Pay Now](#)

April Monthly Charges

Charge	Amount
Base Rent	\$1,873.00
Parking Income	\$30.00
Trash Rebill - Door to Door	\$25.00
Packages	\$15.00
Boiler Rebill	\$13.75
Pest Control Rebill	\$5.00
Total Amount	\$1,961.75

Have Questions?

They may be answered in our FAQ pages for Debit Card, Bank Account and Credit Card



- [Payments](#)
- [Maintenance Request](#)
- [Lease](#)
- [Documents](#)
- [Sign Documents](#)
- [Flexible Rent Payments](#)
- [New Greystar Rewards Program](#)

Logged in as: Adam Nibarger

Payments

- [Make Payments](#)
- [Auto-pay Setup](#)
- [Recent Activity](#)
- [Payment Accounts](#)

Online payments are reflected as Pending until they are fully processed.

10 records per page

Search:

Date	Payments and Charges	Charge	Payments	Balance
3/1/2026	Payment	\$0.00	\$2,018.75	\$0.00
3/1/2026	Parking Income	\$30.00	\$0.00	\$2,018.75
3/1/2026	Packages	\$15.00	\$0.00	\$1,988.75
3/1/2026	Boiler Rebill	\$13.75	\$0.00	\$1,973.75
3/1/2026	Trash Rebill – Door to Door	\$25.00	\$0.00	\$1,960.00
3/1/2026	Base Rent	\$1,873.00	\$0.00	\$1,935.00
3/1/2026	Pest Control Rebill	\$5.00	\$0.00	\$62.00
3/1/2026	Water Rebill	\$8.35	\$0.00	\$57.00
3/1/2026	Gas Rebill	\$2.28	\$0.00	\$48.65
3/1/2026	Utility Rebill Service Fee Reimb	\$0.39	\$0.00	\$46.37

Showing 1 to 10 of 154 entries

← Previous 1 2 3 4 5 Next →

Alta Marine Creek | 5400 Huffines Blvd Fort Worth, TX 76179 | (682) 882-3950

Professionally Managed By

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EXHIBIT

HSG_02

Conservice Bill — October 2025

Exhibit 17 of 33

Nibarger Response Packet — March 2026



Balance Inquiries & Payment Options
Leasing Office: 1-682-882-3950

Customer Service
Chat Us: www.utilitiesinfo.com
Toll Free: 1-866-947-7379

Service Problems with Utilities
Leasing Office: 1-682-882-3950

Utility Statement for Alta Marine Creek

Account #:	40869130
Account Name:	Adam Nibarger
Due Date:	01/01/2026
Statement Date:	12/12/2025
Total Charges:	\$2043.76
Service Address:	5416 Huffines Blvd # 8105 Fort Worth, TX 76179
Web Pin:	22060175

METER READS & USAGE

UTILITY	DATES	START READ/END READ	CONSUMPTION
Water	10/15/2025 - 11/13/2025	8600.00 - 8743.00	143.00 Gal

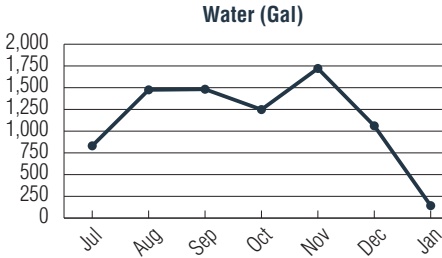
CURRENT RENT AND LEASE CHARGES

SERVICE TYPE	SERVICE PERIOD	CHARGES
Boiler Management Fee	01/01/2026 - 01/31/2026	\$13.75
Package Services	01/01/2026 - 01/31/2026	\$15.00
Parking	01/01/2026 - 01/31/2026	\$60.00
Pest from Community	01/01/2026 - 01/31/2026	\$5.00
Rent	01/01/2026 - 01/31/2026	\$1,873.00
Trash Hauling	01/01/2026 - 01/31/2026	\$25.00
Rent and Leasing Charges Due 01/01/2026		\$1,991.75

CURRENT UTILITY CHARGES

SERVICE TYPE	SERVICE PERIOD	CHARGES
Water Base Charge	10/15/2025 - 11/13/2025	\$2.34
Environmental Protection Fee	10/15/2025 - 11/13/2025	\$2.75
Gas	10/15/2025 - 11/13/2025	\$20.45
Gas Admin Charge	10/15/2025 - 11/13/2025	\$2.28
Regional Water Authority	10/15/2025 - 11/13/2025	\$0.06
Sewer	10/15/2025 - 11/13/2025	\$0.80
Sewer Base	10/15/2025 - 11/13/2025	\$1.14
Storm Water Drainage	10/15/2025 - 11/13/2025	\$3.24
Trash	10/15/2025 - 11/13/2025	\$15.00

Continued on the next page...



Reduce Paper Transactions by going digital for bill payment, vendor ordering, invoices, online banking, e-mail and faxing directly from your computer.

Please see reverse for charge explanations and messages



PO BOX 4717 LOGAN, UT 84323-4717
al096

Account #..... 40869130 Alta Marine Creek
Amount Due..... \$2043.76
Due Date 01/01/2026

*Balances are uploaded from your property management. Balances are current as of the date indicated in the prior balance section. If you have made payments since this date, please check with the leasing office for your updated balance.

Pay amount due to the leasing office by date specified. You might have a balance or additional charges through your community's leasing office that are not listed on this bill. For final amounts due, please check with the office.

Your payment should be made out to:

Alta Marine Creek
5400 Huffines Blvd
Fort Worth TX 76179

ADAM NIBARGER
5416 HUFFINES BLVD # 8105
FORT WORTH, TX 76179



CURRENT UTILITY CHARGES (Continued from the previous page)

SERVICE TYPE	SERVICE PERIOD	CHARGES
Trash Admin Fee	10/15/2025 - 11/13/2025	\$3.00
Water/Sewer Admin Fee	Conservice is a service provider contracted to prepare monthly statements and provide residents with conservation resources.	\$0.43
Water	10/15/2025 - 11/13/2025	\$0.52
Current Utility Charges Due the later of 16 days after this bill is mailed or 01/01/2026		\$52.01
Total Current Charges		\$2,043.76
Prior Balance as of 12/10/2025		\$0.00
Grand Total Due		\$2,043.76

Service Type	Description
Water Base Charge	Water service is provided by City of Fort Worth Water Department. You are charged based on a flat rate per unit for water availability.
Environmental Protection Fee	Environmental Protection Fee service is provided by City of Fort Worth Water Department. Service provider issues bill, amount is allocated equally by number of units.
Gas	Gas service is provided by Atmos Energy. Service provider issues bill, amount is allocated to residents based on the number of occupants in the unit. Your multiplier is 2.
Gas Admin Charge	This fee is for gas billing. Please note that this service fee does not include any amount for water or sewer billing.
Regional Water Authority	Regional Water Authority service is provided by City of Fort Worth Water Department. Service provider issues bill, amount is allocated equally by number of units.
Sewer	Sewer service is provided by City of Fort Worth Water Department. You are billed at sewer service rates based on the amount of water used in your unit. Your submeter reads in gallons. You are charged a base fee of \$1.14 per month, as well as \$0.005601 per Gal.
Sewer Base	Sewer service is provided by City of Fort Worth Water Department. You are charged based on a flat rate per unit for sewer availability.
Storm Water Drainage	Stormwater service is provided by City of Fort Worth TX 99005. Service provider issues bill, amount is allocated equally by number of units.
Trash	Trash service is provided by Rubicon Global LLC. Your charges are based on a flat rate per unit for your trash service.
Trash Admin Fee	This fee is for trash billing. Please note that this service fee does not include any amount for water or sewer billing.
Water/Sewer Admin Fee	Water/sewer billing fee equal to 9% of all water and sewer charges.
Water	Water service is provided by City of Fort Worth Water Department. You are billed at water service rates based on the amount of water used in your unit. Your submeter reads in gallons. You are charged a base fee of \$2.34 per month, as well as \$0.003663 per Gal.
Rent	Your rent charges have been included with your utility bill as a courtesy. Your lease with the management will still serve as the control document for all applicable rent charges.

This bill is not from your local utility provider or from any other provider. Vacant charges are prorated from your move-in date.

Message Center

E-Bills

Conservice now offers E-billing! You can have your Conservice statement e-mailed right to your computer. To enroll simply log onto our website at www.utilitiesinfo.com or call one of our customer service representatives at 1-866-947-7379.

EXHIBIT

HSG_03

Conservice Bill — November 2025

Exhibit 18 of 33

Nibarger Response Packet — March 2026



Balance Inquiries & Payment Options
Leasing Office: 1-682-882-3950

Customer Service
Chat Us: www.utilitiesinfo.com
Toll Free: 1-866-947-7379

Service Problems with Utilities
Leasing Office: 1-682-882-3950

Utility Statement for Alta Marine Creek

Account #:	40869130
Account Name:	Adam Nibarger
Due Date:	02/01/2026
Statement Date:	01/17/2026
Total Charges:	\$2052.81
Service Address:	5416 Huffines Blvd # 8105 Fort Worth, TX 76179
Web Pin:	22060175

METER READS & USAGE

UTILITY	DATES	START READ/END READ	CONSUMPTION
Water	11/13/2025 - 12/15/2025	8743.00* - 9765.00*	1022.00 Gal

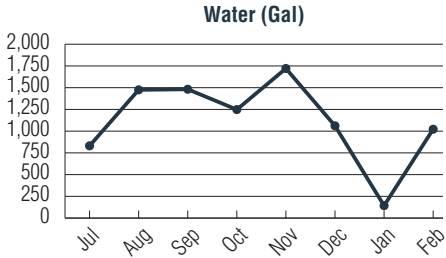
CURRENT RENT AND LEASE CHARGES

SERVICE TYPE	SERVICE PERIOD	CHARGES
Boiler Management Fee	02/01/2026 - 02/28/2026	\$13.75
Package Services	02/01/2026 - 02/28/2026	\$15.00
Parking	02/01/2026 - 02/28/2026	\$60.00
Pest from Community	02/01/2026 - 02/28/2026	\$5.00
Rent	02/01/2026 - 02/28/2026	\$1,873.00
Trash Hauling	02/01/2026 - 02/28/2026	\$25.00
Rent and Leasing Charges Due 02/01/2026		\$1,991.75

CURRENT UTILITY CHARGES

SERVICE TYPE	SERVICE PERIOD	CHARGES
Water Base Charge	11/13/2025 - 12/15/2025	\$2.34
Environmental Protection Fee	11/13/2025 - 12/15/2025	\$2.71
Gas	11/13/2025 - 12/15/2025	\$20.67
Gas Admin Charge	11/13/2025 - 12/15/2025	\$2.28
Regional Water Authority	11/13/2025 - 12/15/2025	\$0.06
Sewer	11/13/2025 - 12/15/2025	\$5.72
Sewer Base	11/13/2025 - 12/15/2025	\$1.14
Storm Water Drainage	11/13/2025 - 12/15/2025	\$3.24
Trash	11/13/2025 - 12/15/2025	\$15.00

Continued on the next page...



Washing dark clothes in cold water saves both on water and energy while it helps your clothes keep their color.

* Indicates this read has been estimated.

Please see reverse for charge explanations and messages



PO BOX 4717 LOGAN, UT 84323-4717
al096

Account # 40869130 Alta Marine Creek
Amount Due \$2052.81
Due Date 02/01/2026

*Balances are uploaded from your property management. Balances are current as of the date indicated in the prior balance section. If you have made payments since this date, please check with the leasing office for your updated balance.

Pay amount due to the leasing office by date specified. You might have a balance or additional charges through your community's leasing office that are not listed on this bill. For final amounts due, please check with the office.

Your payment should be made out to:

Alta Marine Creek
5400 Huffines Blvd
Fort Worth TX 76179

ADAM NIBARGER
5416 HUFFINES BLVD # 8105
FORT WORTH, TX 76179



CURRENT UTILITY CHARGES (Continued from the previous page)

SERVICE TYPE	SERVICE PERIOD	CHARGES
Trash Admin Fee	11/13/2025 - 12/15/2025	\$3.00
Water/Sewer Admin Fee	Conservice is a service provider contracted to prepare monthly statements and provide residents with conservation resources.	\$1.16
Water	11/13/2025 - 12/15/2025	\$3.74
Current Utility Charges Due the later of 16 days after this bill is mailed or 02/01/2026		\$61.06
Total Current Charges		\$2,052.81
Prior Balance as of 01/15/2026		\$0.00
Grand Total Due		\$2,052.81

Service Type	Description
Water Base Charge	Water service is provided by City of Fort Worth Water Department. You are charged based on a flat rate per unit for water availability.
Environmental Protection Fee	Environmental Protection Fee service is provided by City of Fort Worth Water Department. Service provider issues bill, amount is allocated equally by number of units.
Gas	Gas service is provided by Atmos Energy. Service provider issues bill, amount is allocated to residents based on the number of occupants in the unit. Your multiplier is 2.
Gas Admin Charge	This fee is for gas billing. Please note that this service fee does not include any amount for water or sewer billing.
Regional Water Authority	Regional Water Authority service is provided by City of Fort Worth Water Department. Service provider issues bill, amount is allocated equally by number of units.
Sewer	Sewer service is provided by City of Fort Worth Water Department. You are billed at sewer service rates based on the amount of water used in your unit. Your submeter reads in gallons. You are charged a base fee of \$1.14 per month, as well as \$0.005601 per Gal.
Sewer Base	Sewer service is provided by City of Fort Worth Water Department. You are charged based on a flat rate per unit for sewer availability.
Storm Water Drainage	Stormwater service is provided by City of Fort Worth TX 99005. Service provider issues bill, amount is allocated equally by number of units.
Trash	Trash service is provided by Rubicon Global LLC. Your charges are based on a flat rate per unit for your trash service.
Trash Admin Fee	This fee is for trash billing. Please note that this service fee does not include any amount for water or sewer billing.
Water/Sewer Admin Fee	Water/sewer billing fee equal to 9% of all water and sewer charges.
Water	Water service is provided by City of Fort Worth Water Department. You are billed at water service rates based on the amount of water used in your unit. Your submeter reads in gallons. You are charged a base fee of \$2.34 per month, as well as \$0.003663 per Gal.
Rent	Your rent charges have been included with your utility bill as a courtesy. Your lease with the management will still serve as the control document for all applicable rent charges.

This bill is not from your local utility provider or from any other provider. Vacant charges are prorated from your move-in date.

Message Center

Shave Your Costs

Don't let water run while shaving or washing your face. Brush your teeth first while waiting for water to get hot, then wash or shave after filling the basin.

EXHIBIT

HSG_04

Conservice Bill — December 2025

Exhibit 19 of 33

Nibarger Response Packet — March 2026



Balance Inquiries & Payment Options
 ☎ Leasing Office: 1-682-882-3950

Customer Service
 🌐 Chat Us: www.utilitiesinfo.com
 ☎ Toll Free: 1-866-947-7379

Service Problems with Utilities
 ☎ Leasing Office: 1-682-882-3950

Current Statement for Alta Marine Creek

Account #: 40869130
Account Name: Adam Nibarger
Due Date: 03/01/2026
Statement Date: 02/11/2026
Total Charges: \$2048.75
Service Address: 5416 Huffines Blvd # 8105
 Fort Worth, TX 76179
Web Pin: 22060175

METER READS & USAGE

UTILITY	DATES	START READ/END READ	CONSUMPTION
Water	12/15/2025 - 1/15/2026	9765.00 - 9765.00	0.00 Gal

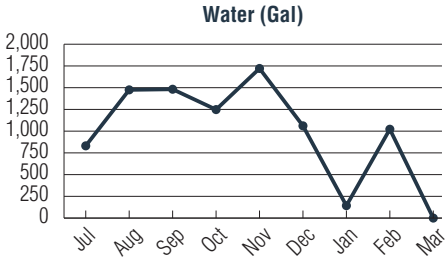
CURRENT RENT AND LEASE CHARGES

SERVICE TYPE	SERVICE PERIOD	CHARGES
Boiler Management Fee	03/01/2026 - 03/31/2026	\$13.75
Package Services	03/01/2026 - 03/31/2026	\$15.00
Parking	03/01/2026 - 03/31/2026	\$60.00
Pest from Community	03/01/2026 - 03/31/2026	\$5.00
Rent	03/01/2026 - 03/31/2026	\$1,873.00
Trash Hauling	03/01/2026 - 03/31/2026	\$25.00
Rent and Leasing Charges Due 03/01/2026		\$1,991.75

CURRENT UTILITY CHARGES

SERVICE TYPE	SERVICE PERIOD	CHARGES
Water Base Charge	12/15/2025 - 01/15/2026	\$2.45
Environmental Protection Fee	12/15/2025 - 01/15/2026	\$2.66
Gas	12/15/2025 - 01/15/2026	\$26.78
Gas Admin Charge	12/15/2025 - 01/15/2026	\$2.28
Regional Water Authority	12/15/2025 - 01/15/2026	\$0.06
Sewer Base	12/15/2025 - 01/15/2026	\$1.20
Storm Water Drainage	12/15/2025 - 01/15/2026	\$3.24
Trash	12/15/2025 - 01/15/2026	\$15.00
Trash Admin Fee	12/15/2025 - 01/15/2026	\$3.00

Continued on the next page...



Don't let water run while shaving or washing your face. Brush your teeth first while waiting for water to get hot, then wash or shave after filling the basin.

Please see reverse for charge explanations and messages



PO BOX 4717 LOGAN, UT 84323-4717
 al096

Account # 40869130 **Alta Marine Creek**
Amount Due \$2048.75
Due Date 03/01/2026

*Balances are uploaded from your property management. Balances are current as of the date indicated in the prior balance section. If you have made payments since this date, please check with the leasing office for your updated balance.

Pay amount due to the leasing office by date specified. You might have a balance or additional charges through your community's leasing office that are not listed on this bill. For final amounts due, please check with the office.

Your payment should be made out to:

Alta Marine Creek
 5400 Huffines Blvd
 Fort Worth TX 76179

ADAM NIBARGER
 5416 HUFFINES BLVD # 8105
 FORT WORTH, TX 76179



CURRENT UTILITY CHARGES (Continued from the previous page)

SERVICE TYPE	SERVICE PERIOD	CHARGES
Water/Sewer Admin Fee	Conservice is a service provider contracted to prepare monthly statements and provide residents with conservation resources.	\$0.33
Current Utility Charges Due the later of 16 days after this bill is mailed or 03/01/2026		\$57.00
Total Current Charges		\$2,048.75
Prior Balance as of 02/09/2026		\$0.00
Grand Total Due		\$2,048.75

Service Type	Description
Water Base Charge	Water service is provided by City of Fort Worth Water Department. You are charged based on a flat rate per unit for water availability.
Environmental Protection Fee	Environmental Protection Fee service is provided by City of Fort Worth Water Department. Service provider issues bill, amount is allocated equally by number of units.
Gas	Gas service is provided by Atmos Energy. Service provider issues bill, amount is allocated to residents based on the number of occupants in the unit. Your multiplier is 2.
Gas Admin Charge	This fee is for gas billing. Please note that this service fee does not include any amount for water or sewer billing.
Regional Water Authority	Regional Water Authority service is provided by City of Fort Worth Water Department. Service provider issues bill, amount is allocated equally by number of units.
Sewer Base	Sewer service is provided by City of Fort Worth Water Department. You are charged based on a flat rate per unit for sewer availability.
Storm Water Drainage	Stormwater service is provided by City of Fort Worth TX 99005. Service provider issues bill, amount is allocated equally by number of units.
Trash	Trash service is provided by Rubicon Global LLC. Your charges are based on a flat rate per unit for your trash service.
Trash Admin Fee	This fee is for trash billing. Please note that this service fee does not include any amount for water or sewer billing.
Water/Sewer Admin Fee	Water/sewer billing fee equal to 9% of all water and sewer charges.
Rent	Your rent charges have been included with your utility bill as a courtesy. Your lease with the management will still serve as the control document for all applicable rent charges.

This bill is not from your local utility provider or from any other provider. Vacant charges are prorated from your move-in date.

Message Center

Shorten Your Showers

You can save up to 250 gallons a month for each minute you reduce your shower time.

EXHIBIT

HSG_05

Conservice Bill — January 2026

Exhibit 20 of 33

Nibarger Response Packet — March 2026



Balance Inquiries & Payment Options
Leasing Office: 1-682-882-3950

Customer Service
Chat Us: www.utilitiesinfo.com
Toll Free: 1-866-947-7379

Service Problems with Utilities
Leasing Office: 1-682-882-3950

Current Statement for Alta Marine Creek

Account #:	40869130
Account Name:	Adam Nibarger
Due Date:	04/01/2026
Statement Date:	03/17/2026
Total Charges:	\$2018.16
Service Address:	5416 Huffines Blvd # 8105 Fort Worth, TX 76179
Web Pin:	22060175

METER READS & USAGE

UTILITY	DATES	START READ/END READ	CONSUMPTION
Water	1/15/2026 - 2/19/2026	9765.00 - 9765.00	0.00 Gal

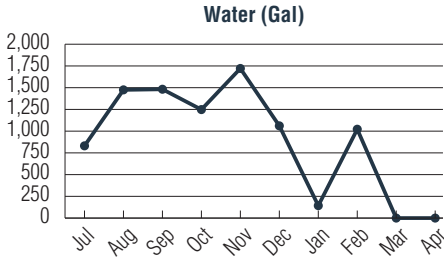
CURRENT RENT AND LEASE CHARGES

SERVICE TYPE	SERVICE PERIOD	CHARGES
Boiler Management Fee	04/01/2026 - 04/30/2026	\$13.75
Package Services	04/01/2026 - 04/30/2026	\$15.00
Parking	04/01/2026 - 04/30/2026	\$30.00
Pest from Community	04/01/2026 - 04/30/2026	\$5.00
Rent	04/01/2026 - 04/30/2026	\$1,873.00
Trash Hauling	04/01/2026 - 04/30/2026	\$25.00
Rent and Leasing Charges Due 04/01/2026		\$1,961.75

CURRENT UTILITY CHARGES

SERVICE TYPE	SERVICE PERIOD	CHARGES
Water Base Charge	01/15/2026 - 02/19/2026	\$2.45
Environmental Protection Fee	01/15/2026 - 02/19/2026	\$2.63
Gas	01/15/2026 - 02/19/2026	\$26.06
Gas Admin Charge	01/15/2026 - 02/19/2026	\$2.28
Regional Water Authority	01/15/2026 - 02/19/2026	\$0.06
Sewer Base	01/15/2026 - 02/19/2026	\$1.20
Storm Water Drainage	01/15/2026 - 02/19/2026	\$3.40
Trash	01/15/2026 - 02/19/2026	\$15.00
Trash Admin Fee	01/15/2026 - 02/19/2026	\$3.00

Continued on the next page...



Implement paper-reducing strategies such as double-sided printing and reusing paper.

Please see reverse for charge explanations and messages



PO BOX 4717 LOGAN, UT 84323-4717
al096

Account # 40869130 Alta Marine Creek
Amount Due \$2018.16
Due Date 04/01/2026

*Balances are uploaded from your property management. Balances are current as of the date indicated in the prior balance section. If you have made payments since this date, please check with the leasing office for your updated balance.

Pay amount due to the leasing office by date specified. You might have a balance or additional charges through your community's leasing office that are not listed on this bill. For final amounts due, please check with the office.

Your payment should be made out to:

Alta Marine Creek
5400 Huffines Blvd
Fort Worth TX 76179

ADAM NIBARGER
5416 HUFFINES BLVD # 8105
FORT WORTH, TX 76179



CURRENT UTILITY CHARGES (Continued from the previous page)

SERVICE TYPE	SERVICE PERIOD	CHARGES
Water/Sewer Admin Fee	Conservice is a service provider contracted to prepare monthly statements and provide residents with conservation resources.	\$0.33
Current Utility Charges Due the later of 16 days after this bill is mailed or 04/01/2026		\$56.41
Total Current Charges		\$2,018.16
Prior Balance as of 03/16/2026		\$0.00
Grand Total Due		\$2,018.16

Service Type	Description
Water Base Charge	Water service is provided by City of Fort Worth Water Department. You are charged based on a flat rate per unit for water availability.
Environmental Protection Fee	Environmental Protection Fee service is provided by City of Fort Worth Water Department. Service provider issues bill, amount is allocated equally by number of units.
Gas	Gas service is provided by Atmos Energy. Service provider issues bill, amount is allocated to residents based on the number of occupants in the unit. Your multiplier is 2.
Gas Admin Charge	This fee is for gas billing. Please note that this service fee does not include any amount for water or sewer billing.
Regional Water Authority	Regional Water Authority service is provided by City of Fort Worth Water Department. Service provider issues bill, amount is allocated equally by number of units.
Sewer Base	Sewer service is provided by City of Fort Worth Water Department. You are charged based on a flat rate per unit for sewer availability.
Storm Water Drainage	Stormwater service is provided by City of Fort Worth TX 99005. Service provider issues bill, amount is allocated equally by number of units.
Trash	Trash service is provided by Rubicon Global LLC. Your charges are based on a flat rate per unit for your trash service.
Trash Admin Fee	This fee is for trash billing. Please note that this service fee does not include any amount for water or sewer billing.
Water/Sewer Admin Fee	Water/sewer billing fee equal to 9% of all water and sewer charges.
Rent	Your rent charges have been included with your utility bill as a courtesy. Your lease with the management will still serve as the control document for all applicable rent charges.

This bill is not from your local utility provider or from any other provider. Vacant charges are prorated from your move-in date.

Message Center

Water Wise

When washing dishes by hand, fill one sink or basin with soapy water. Quickly rinse under a slow-moving stream from the faucet.

EXHIBIT

MIL_01

DFAS LES — January 2026 (Adam Nibarger, E-2)

Exhibit 21 of 33

Nibarger Response Packet — March 2026

DEFENSE FINANCE AND ACCOUNTING SERVICE MILITARY LEAVE AND EARNINGS STATEMENT

ID	NAME (Last, First,MI)	SOC. SEC. NO.	GRADE	PAY DATE	YRS SVC	ETS	BRANCH	ADSN/DSSN	PERIOD COVERED				
	NIBARGER ADAM D	***-**-2885	E2	251103	00	291102	ARMY	4835	1-31 JAN 26				
ENTITLEMENTS		DEDUCTIONS			ALLOTMENTS			SUMMARY					
Type	Amount	Type	Amount	Type	Amount	+Amt Fwd							
A	BASE PAY	2697.90	FEDERAL TAXES	142.05						.00			
B	BAS	264.68	FICA-SOC SECURITY	167.27					+TOT ENT	4909.58			
C	BAH	1947.00	FICA-MEDICARE	39.12									
D			SGLI	26.00					-TOT DED	3026.86			
E			AFRH	.50									
F			SGLI FAM/SPOUSE	4.00					-TOT ALMT	.00			
G			REPAY ADVANCE	500.00									
H			MID-MONTH-PAY	2147.92					=NET AMT	1882.72			
I													
J									-CR FWR	.00			
K													
L									=EOM PAY	1882.72			
M													
N													
O													
	TOTAL	4909.58		3026.86				.00	DIEMS	250724			
									RET PLAN	BLENDE			
FED TAXES	Wage Period	Wage YTD	M/S/H	Mult Jobs	Dep 17 Under	Other Dep	Add'l Tax	Other Deds	Other Income	Tax YTD			
	2697.90	2697.90	S	N	00	00	.00	.00	.00	142.05			
FICA TAXES	Wage Period	Soc Wage YTD	Soc Tax YTD	Med Wage YTD	Med Tax YTD	STATE TAXES	St TX	Wage Period	Wage YTD	M/S	Ex	Tax YTD	
	2697.90	2697.90	167.27	2697.90	39.12			.00	.00	M	00	.00	
PAY DATA	BAQ Type	BAQ Depn	VHA Zip	Rent Amt	Share	Stat	JFTR	Depns	2D JFTR	BAS Type	Charity YTD	TPC	PACIDN
	W/DEP	SPOUSE	76179	1.00	1	R		0			.00		EEN2MK7A
TRADITIONAL PLAN (TSP)	Base Pay Rate	Base Pay Current	Spec Pay Rate	Spec Pay Current	Inc Pay Rate	Inc Pay Current	Bonus Pay Rate	Bonus Pay Current					
	0	.00	0	.00	0	.00	0	.00					
ROTH PLAN	Base Pay Rate	Base Pay Current	Spec Pay Rate	Spec Pay Current	Inc Pay Rate	Inc Pay Current	Bonus Pay Rate	Bonus Pay Current					
	0	.00	0	.00	0	.00	0	.00					
CONTRIBUTIONS TOTALS	YTD Deductions	YTD TSP Deferred	YTD TSP Exempt	YTD ROTH	YTD TSP AGCY-AUTO	YTD TSP AGCY-MATCH							
	.00	.00	.00	.00	.00	.00							
CM AGCY CONTR	AGCY-AUTO	AGC-MATCH	LEAVE	BF Bal	Ernd	Used	Cr Bal	ETS Bal	Lv Lost	Lv Paid	Use/Lose		
	.00	.00		.0	7.5	18	- 10.5	102.5	.0	.0	.0		
REMARKS:	YTD ENTITLE	4909.58	YTD DEDUCT	878.94									
IF TSP ELECTION AMT EXCEEDS NET AMT DUE, TSP WILL NOT BE DEDUCTED.													
-DEPLOYED TO QUALIFYING LOCATIONS													
8/2/90-8/31/21? YOU MAY BE IN THE AIRBORNE HAZARDS REGISTRY. IT INFORMS EFFORTS TO IMPROVE HEALTH/BENEFITS. ENROLLMENT DOESN'T AFFECT BENEFITS/CLAIMS. LEARN MORE: HEALTH.MIL/AHBURNPITREGISTRY.													
-REFER TO SMARTDOC FOR DETAILS ON SUBMITTING A PCS EVENT IN IPPS-A USING THE PAID TILE.													
MEMBER'S SGLI COVERAGE AMOUNT IS \$500,000													
FAM/SPOUSE SGLI COVERAGE AMOUNT IS \$100,000													
BAH BASED ON W/DEP, ZIP 76179													
USED LEAVE BALANCE ADJUSTED.													
CURRENT MONTH LEAVE BALANCE ADJUSTED.													
ADVANCE LEAVE 251220-260102(006)													
CHARGE LEAVE 251216-260102(006)													
REPAYMENT OF ADVANCE 260131(001)													
RATE CHGBASIC PAY 260101(001)													
RATE CHGBAH 260101(001)													
BANK USAA FEDERAL SAVINGS BANK													

EXHIBIT

MIL_02

DFAS LES — February 2026 (Adam Nibarger, E-2)

Exhibit 22 of 33

Nibarger Response Packet — March 2026

DEFENSE FINANCE AND ACCOUNTING SERVICE MILITARY LEAVE AND EARNINGS STATEMENT

ID	NAME (Last, First,MI) NIBARGER ADAM D		SOC. SEC. NO. ***-**-2885	GRADE E2	PAY DATE 251103	YRS SVC 00	ETS 291102	BRANCH ARMY	ADSN/DSSN 4822	PERIOD COVERED 1-28 FEB 26			
ENTITLEMENTS			DEDUCTIONS			ALLOTMENTS			SUMMARY				
Type		Amount	Type		Amount	Type		Amount	+Amt Fwd				
A	BASE PAY	2697.90	FICA-SOC SECURITY	167.27					+TOT ENT 5042.36				
B	BAS	397.46	FICA-MEDICARE	39.12					-TOT DED 2735.73				
C	BAH	1947.00	SGLI	26.00					-TOT ALMT .00				
D			AFRH	.50					=NET AMT 2306.63				
E			SGLI FAM/SPOUSE	4.00					-CR FWR .00				
F			MEAL DEDUCTION	290.06					=EOM PAY 2306.63				
G			TRADITIONAL TSP	134.90									
H			MID-MONTH-PAY	2073.88									
I													
J													
K													
L													
M													
N													
O													
	TOTAL	5042.36		2735.73				.00	DIEMS 250724	RET PLAN BLENDE			
FED TAXES	Wage Period 2563.00	Wage YTD 5260.90	M/S/H M	Mult Jobs N	Dep 17 Under 01	Other Dep 00	Add'l Tax .00	Other Deds .00	Other Income .00	Tax YTD 142.05			
FICA TAXES	Wage Period 2697.90	Soc Wage YTD 5395.80	Soc Tax YTD 334.54	Med Wage YTD 5395.80	Med Tax YTD 78.24	STATE TAXES TX	St TX	Wage Period .00	Wage YTD .00	M/S M	Ex 00	Tax YTD .00	
PAY DATA	BAQ Type W/DEP	BAQ Depn SPOUSE	VHA Zip 76179	Rent Amt .00	Share 1	Stat R	JFTR	Depns 0	2D JFTR	BAS Type	Charity YTD .00	TPC GG13VZDL	PACIDN
TRADITIONAL PLAN (TSP)	Base Pay Rate 5	Base Pay Current .00	Spec Pay Rate 0	Spec Pay Current .00	Inc Pay Rate 0	Inc Pay Current .00	Bonus Pay Rate 0	Bonus Pay Current .00					
ROTH PLAN	Base Pay Rate 0	Base Pay Current .00	Spec Pay Rate 0	Spec Pay Current .00	Inc Pay Rate 0	Inc Pay Current .00	Bonus Pay Rate 0	Bonus Pay Current .00					
CONTRIBUTIONS TOTALS	YTD Deductions 134.90	YTD TSP Deferred 134.90	YTD TSP Exempt .00	YTD ROTH .00	YTD TSP AGCY-AUTO 26.98	YTD TSP AGCY-MATCH .00							
CM AGCY CONTR	AGCY-AUTO 26.98	AGC-MATCH .00	LEAVE	BF Bal .0	Ernd 10.0	Used 18	Cr Bal - 8.0	ETS Bal 102.5	Lv Lost .0	Lv Paid .0	Use/Lose .0		
REMARKS:													
YTD ENTITLE 9951.94			YTD DEDUCT 1540.79										
IF TSP ELECTION AMT EXCEEDS NET AMT DUE, TSP WILL NOT BE DEDUCTED.						BAH BASED ON W/DEP, ZIP 76179							
-GET FREE TAX SUPPORT WITH MILTAX. SERVICES INCLUDE TAX PREP, E-FILING SOFTWARE AND PERSONALIZED CONSULTATIONS. 100% FREE AND MADE FOR THE MILITARY, BY THE MILITARY. LEARN MORE AT WWW.MILITARYONESOURCE.MIL/MILTAX						MEAL DEDUCTION 260207-260228(043)							
-REFER TO SMARTDOC FOR DETAILS ON SUBMITTING A PCS EVENT IN IPSS-A USING THE PAID TILE.						START BAS 260206(043)							
MEMBER'S SGLI COVERAGE AMOUNT IS \$500,000						TD FORM W-4 RECEIVED, VERIFY INPUT							
FAM/SPOUSE SGLI COVERAGE AMOUNT IS \$100,000						START TRADITIONAL TSP 260201(032)							
						START AGENCY CONTRBTN 260201(032)							
						YOUR MYPAY PASSWORD WAS CHANGED.							
						CALL 1-888-332-7411 OR 216-522-5122 IF YOU DID NOT CHANGE YOUR PASSWORD.							
						START PCS 260206(043)							
						PCS 260206-260206(043)							
						BANK USAA FEDERAL SAVINGS BANK							

WWW.DFAS.MIL

EXHIBIT

MIL_03

DFAS Net Pay Advice — March 2026 (Adam Nibarger)

Exhibit 23 of 33

Nibarger Response Packet — March 2026

DEFENSE FINANCE AND ACCOUNTING SERVICE MILITARY NET PAY ADVICE

The amount in block 6 is your net pay for the pay day indicated in block 4 and was sent to the financial organization in block 7 for credit to your account. When cashing a personal check at your financial organization on payday, advise your teller you are a participant in the Direct Deposit Program. It will help you with better service. If you are paid once a month or you do not have your pay sent to a financial organization for direct deposit, information in block 5 through 7 will not be present and this form is intended to provide you with the remarks information only.

1. MEMBER'S NAME AND ADDRESS NIBARGER ADAM D ADDRESS NOT AVAILABLE	2. SSN ***-**-2885	3. ADNS/DSSN 4822	4. PAY DATE 26 MAR 13
	5. ACCOUNT NUMBER 0325993114		6. NET PAY AMOUNT \$2,170.54
	7. YOUR NET PAY WAS FORWARDED TO: USAA FEDERAL SAVINGS BANK 10750 MCDERMOTT FRWY SAN ANTONIO TX 78284-8850		

8. REMARKS

EXHIBIT

SUP_01

Katelyn Text Message to Adam — Crisis / CPS Warning

Exhibit 24 of 33

Nibarger Response Packet — March 2026



Katelyn Ni...

Mar 7



to me ▾

Hi Adam

I know you've got a lot going on with training but I think you need to come home. ASAP. Julia is having a hard time and was admitted for suicidal ideation. Sandra doesn't have any other guardians and CPS will get involved and take her. You need to be here to take care of her.

Katelyn Nibarger
nibarger.katelyn@gmail.com
(682)583-8969

EXHIBIT

SUP_02

American Red Cross — SAF Case Created

Exhibit 25 of 33

Nibarger Response Packet — March 2026



John Nibarger <nibarger.john@gmail.com>

Fwd: American Red Cross - SAF Case Created (26)

1 message

Angel Nibarger <angelnibarger@gmail.com>
To: John Nibarger <nibarger.john@gmail.com>

Wed, Mar 18, 2026 at 4:44 PM

----- Forwarded message -----

From: American Red Cross - Services to the Armed Forces <afesc@redcross.org>
Date: Mon, Mar 9, 2026 at 4:15 PM
Subject: American Red Cross - SAF Case Created (26)
To: <AngelNibarger@gmail.com>

Hello from the American Red Cross. The case number (Case: 2696163) provided to you within this email may be used as a reference when contacting the Red Cross, Hero Care Network. The Hero Care Center will begin to verify your request and may be in contact with you via phone or email if we need additional information. You will receive update notifications as we continue to work on your request. Once your case is completed, you will be contacted by a representative from your local Red Cross office to offer any resources or local referrals you may also be interested in.

Should you have any questions regarding your request; please contact the American Red Cross Hero Care Center at 877-272-7337 and provide your case number.

The American Red Cross is teaming up with RapidSOS by referring Service to Armed Forces clients to the newly launched emergency profile site, emergencyprofile.org. To create your profile, go to www.emergencyprofile.org.

To learn more about American Red Cross services and programs; visit www.redcross.org or download the Hero Care app to learn about services for military, veterans and families. Search the app store or text GetHeroCare to 090999.

Thank you

SAF

EXHIBIT

SUP_03

American Red Cross — Service Request #2696163

Exhibit 26 of 33

Nibarger Response Packet — March 2026



John Nibarger <nibarger.john@gmail.com>

Fwd: American Red Cross Service Request # 2696163

Adam N <nibarger.adam@gmail.com>
To: John Nibarger <nibarger.john@gmail.com>

Tue, Mar 17, 2026 at 10:10 PM

----- Forwarded message -----

From: **American Red Cross - Services to the Armed Forces** <afesc@redcross.org>
Date: Tue, Mar 17, 2026, 22:05
Subject: American Red Cross Service Request # 2696163
To: <nibarger.adam@gmail.com>, <AngelNibarger@gmail.com>

Dear and Adam Nibarger,

All services on your American Red Cross request are complete. Should you have additional questions regarding this specific request or need to submit future requests, please contact the Service to the Armed Forces (SAF) Hero Care Center at 1-877-272-7337. Red Cross representatives are available around the clock to assist you and your family.

For information on SAF programs available to military families in your area, log on to redcross.org. Use the zip code locator to find your local Red Cross chapter for volunteer opportunities, blood drive locations and much more. You may also access available SAF resources by utilizing the Hero Care mobile application, an electronic tool that provides access to vital Red Cross services at your fingertips. Download the app from your mobile app store or text "GETHEROCARE" to 90999.

Thank you,

American Red Cross
Service to the Armed Forces
Hero Care Team

EXHIBIT

SUP_04

American Red Cross — Case Update #2696163

Exhibit 27 of 33

Nibarger Response Packet — March 2026



John Nibarger <nibarger.john@gmail.com>

Fwd: Regarding Case Number 2696163

1 message

Angel Nibarger <angelnibarger@gmail.com>
To: John Nibarger <nibarger.john@gmail.com>

Wed, Mar 18, 2026 at 4:42 PM

----- Forwarded message -----

From: American Red Cross - Services to the Armed Forces <afesc@redcross.org>
Date: Tue, Mar 17, 2026 at 9:15 PM
Subject: Regarding Case Number 2696163
To: <AngelNibarger@gmail.com>

Good Evening,

The American Red Cross will have to close out the case due to not being able to speak with someone at the facility to verify the emergency. Please call us at your earliest convenience to our toll free number 877-272-7337, and provide case number 2696163 if you have any further questions.

Sincerely,
Tynisha Carter
American Red Cross | Hero Care Center Caseworker
1651 Randolph Rd.
Fort Sill, OK 73503
Phone 1-877-272-7337

EXHIBIT

DCL_01

Declaration of Adam D. Nibarger (Respondent — 46 paragraphs)

Exhibit 28 of 33

Nibarger Response Packet — March 2026

DECLARATION UNDER PENALTY OF PERJURY

DECLARATION OF ADAM D. NIBARGER

Role: Respondent

I, PV2 Adam D. Nibarger, declare under penalty of perjury under the laws of the United States and the State of Texas that the following statements are true and correct to the best of my knowledge and belief:

1. I am the subject of the March 11, 2026 and March 16, 2026 DA Form 4856 counseling statements.
2. During the relevant period, I understood that I was responsible for supporting my spouse and dependent.
3. I make this declaration to answer, in order, the allegations and claimed contradictions reflected in those counseling statements.
4. As to the allegation that I failed to support my spouse or dependent, I deny that allegation.
5. During the relevant period, my military pay, including BAH and other pay, was deposited into the household account structure reflected in the financial records assembled in this package, including the joint account used for family finances.
6. During that period, my support for the household included payment or coverage of rent, utilities, insurance, and other family-related expenses, as reflected in the assembled financial records.
7. During that period, rent, utilities, insurance, and other core household obligations continued to be paid from my earnings and the accounts funded by my earnings.
8. During the relevant period, funds from my earnings were placed into Julia's savings so that financial reserves would be available during my absence.
9. The February 2026 savings statement for account ending 7088 reflects a beginning balance of \$1,000.01, deposits of \$4,174.02, withdrawals of \$2,174.00, and an ending balance of \$3,000.03.
10. All USAA accounts in my name during the relevant period were joint accounts also held by Julia. I had no sole-owner USAA accounts. Julia held personal USAA accounts solely in her name to which I had no access. Julia had full access to every USAA account in my name, including the ability to view balances, transfer funds, and obtain account statements.
11. As to the allegation that I failed to provide Julia an appropriate portion of BAH or misused BAH, I deny that allegation.
12. The rent records reflect that housing expense exceeded my monthly BAH and remained paid.
13. I did not withhold BAH from dependent housing support.
14. As to online app activity referenced in the counseling statement, I acknowledge that I engaged in online messaging. That activity was limited to messaging only. No physical meetings occurred and no physical extramarital conduct occurred at any time during my marriage.
15. As to the claimed contradictions in my statements to command concerning CPS, Sandra, or Julia's circumstances, I state that my statements were based on the information available to me at

the time.

16. That information came from family communications during an active mental-health and childcare crisis, including warnings and updates from Katelyn and Elizabeth.

17. What I believed at the time I made those statements was that the situation involving Julia and Sandra was serious, unstable, and potentially subject to outside intervention based on the information being relayed to me.

18. My statements regarding CPS concern were based on the warnings and updates I was receiving from family during a real crisis and were not intended as fabrication.

19. The severity of Julia's mental health crisis during this period is now independently confirmed by hospital records from JPS Health Network. Julia was seen at the JPS Psychiatric Emergency Center on February 19, 2026, diagnosed with Major Depressive Disorder, and discharged the same day with prescriptions for sertraline (Zoloft) and trazodone.

20. Julia was admitted a second time to JPS inpatient psychiatric care on February 26, 2026, and remained hospitalized through March 4, 2026. The coded admission diagnoses included Suicidal Ideation and Severe Major Depressive Disorder.

21. The hospital records confirm that the crisis I was informed about by Katelyn and Elizabeth was real, medically documented, and severe enough to require an ER visit and a subsequent inpatient admission within a seven-day period.

22. If I communicated that Julia had "left the baby," my intended meaning was not that Sandra had been abandoned.

23. My intended meaning was that Julia had moved out of the apartment and that our daughter Sandra was at times in the care of my sisters Elizabeth and Katelyn during periods of overwhelm and hospitalization.

24. I did not intend to tell command that Sandra was unattended or abandoned.

25. As to statements about moving, selling items, or reducing property, those statements were not meant to show abandonment or disregard for my family.

26. Even before Julia stopped living at the apartment, we had discussed ways to reduce expenses, pay down debt, and make our living situation more affordable.

27. Those discussions included the possibility of temporarily staying with family, downsizing from a two-bedroom apartment to a smaller place, and reducing the amount of property we were carrying.

28. After Julia began living primarily with Elizabeth, those earlier discussions became more immediate from my perspective because the apartment and utility costs remained high while the apartment was no longer being used in the same way as our family residence.

29. Prior to my departure, I sold personal property holdings and gave the proceeds to Julia. Julia deposited those funds into her personal savings account ending in 7088. I had no access to that account and no ability to withdraw or transfer those funds after they were deposited. That deposit is reflected in the February 2026 statement for account 7088.

30. My discussions about moving, selling items, or reducing property were motivated by a desire to reduce overhead, preserve funds, and address debt in light of the changed circumstances.

31. As to my signature on the DA Form 4856, I state that it was not intended by me as an admission that the allegations were true.
32. When I signed the DA Form 4856, I understood my signature to mean that I had received and participated in the counseling session and that I was expected to sign in that command setting.
33. I did not understand my signature to mean that I was admitting all allegations were true.
34. At the time of counseling, I did not believe I had a meaningful practical option not to sign in that setting as a junior enlisted Soldier receiving command-directed counseling.
35. At the time of counseling, I did not have the rebuttal records organized and presented in the form they now exist in this package.
36. In addition to the point-by-point response above, I state that the broader spirit and intent of my conduct toward my family was support, not abandonment or nonsupport.
37. I did not enter active military service until November 4, 2025.
38. Before active service, I worked as a Tarrant County correction officer, and the support and expenses I paid before active service were paid from my civilian income rather than military pay.
39. Julia worked through March 2025, and her 2025 W-2 reflects that she earned \$2,400.07 that year.
40. Julia attended school and continuing education at Tarrant County College through May 2025.
41. I paid for or otherwise supported Julia's tuition and educational costs connected to that schooling from my income at that time.
42. Sandra was born on May 10, 2025, at approximately 11 weeks premature.
43. After Sandra's birth, she remained in the NICU until August 10, 2025.
44. Sandra's premature birth and NICU stay resulted in substantial out-of-pocket medical expenses, which I paid, and Sandra has continued to have ongoing medical needs and related costs.
45. Those facts are additional support context and do not replace the point-by-point answers above to the March 2026 counseling allegations.
46. I understand this declaration may be provided to command, legal counsel, or reviewing officials.

PV2 Adam D. Nibarger

B CO, 232d MED BN

JBSA Fort Sam Houston, TX 78234

Phone: (682) 583-8958

Email: nibarger.adam@gmail.com

Date: _____

EXHIBIT

DCL_02

Declaration of Julia E. Nibarger (Spouse / Complainant — 45 paragraphs)

Exhibit 29 of 33

Nibarger Response Packet — March 2026

DECLARATION UNDER PENALTY OF PERJURY

DECLARATION OF JULIA E. NIBARGER

Role: Spouse / Complainant

I, Julia E. Nibarger, declare under penalty of perjury under the laws of the United States and the State of Texas that the following statements are true and correct to the best of my knowledge and belief:

- 1.** I am the spouse of PV2 Adam D. Nibarger.
- 2.** I make this declaration voluntarily. No person has forced me to sign it, and I have had the opportunity to review and revise it before signing.
- 3.** I make this declaration to correct the record concerning the March 2026 complaint and the allegations that were later used in command counseling, using both the records I reviewed and the events I personally experienced.
- 4.** In or around March 2026, I communicated concerns to Army Family Advocacy personnel and members of Adam's chain of command.
- 5.** I did not provide command with a full set of supporting financial records before the counseling action was taken.
- 6.** At the time I made those statements, I did not provide full financial records or full factual context to command.
- 7.** As to any allegation that Adam failed to support me or Sandra, that allegation was overstated and incomplete as presented at the time.
- 8.** During the period relevant to the March 2026 counseling statements, I had no independent earned income of my own and relied financially on Adam as the sole income earner for our household during that period.
- 9.** During that period, the funds available in my checking account, savings account, and for payment of household and family expenses were derived solely from Adam's military pay and related deposits.
- 10.** The money held in my personal savings account during that period also came solely from funds provided through Adam's military income.
- 11.** During that same period, funds provided through Adam's income were placed into my personal savings account so that there would be financial reserves available during his absence.
- 12.** My February 2026 savings statement for account ending 7088 reflects a beginning balance of \$1,000.01, deposits of \$4,174.02, withdrawals of \$2,174.00, and an ending balance of \$3,000.03.
- 13.** During the period covered by the counseling statements, the rent, utilities, and insurance were paid.
- 14.** During the same period, I am not aware of unpaid rent, unpaid utilities, or lapsed insurance.
- 15.** During the relevant period, I had access to all USAA household financial accounts, including my personal accounts, the joint accounts held in both names, and accounts in Adam's name. All

USAA accounts in Adam's name were joint accounts that included my name as well. My access was not limited to viewing only — I had the ability to move funds between accounts and to obtain account statements for all of them.

16. I used that access. I transferred funds between accounts during the relevant period, including transfers into my personal savings account.

17. The banking statements submitted as exhibits in this matter were obtained by me directly from USAA using my account access. My ability to download those statements for every account in this package confirms the access I had.

18. Adam did not have the same access that I had to every account available to me. Adam did not have access to my personal savings account ending in 7088, my personal checking account, or my credit card account. He had no ability to view, withdraw, or transfer funds from those accounts.

19. Looking back with the records in front of me, household support remained available through paid housing, paid utilities, paid insurance, and access to household funds and savings, even though I was upset about spending and about the state of the marriage.

20. As to any allegation that Adam failed to provide an appropriate portion of BAH or withheld housing support, that was not an accurate description of the actual situation.

21. The rent was paid every month during the relevant period.

22. The housing cost exceeded Adam's monthly BAH during the relevant period.

23. I do not now believe the records support a claim that Adam withheld BAH from housing support.

24. As to any statement suggesting Sandra was abandoned, left unattended, or not in family care, that requires correction.

25. During my mental-health crisis and hospitalization periods, and at other times during that crisis period, Sandra was cared for by family members, including Elizabeth Nibarger and Katelyn Nibarger.

26. Sandra was not abandoned or left unattended during the crisis periods addressed in this package.

27. After my first hospital visit in February 2026, I moved out of the apartment and into Elizabeth Nibarger's home for safety and support. I have continued living there since that time, and there are no immediate plans for me to live on my own or outside that support arrangement.

28. If the phrase that I had "left the baby" was used, the more accurate description is that I left the apartment and was primarily staying with Elizabeth, while Sandra was at times in the care of family members, including Elizabeth and Katelyn, during periods of overwhelm and during hospitalization.

29. As to statements about moving, selling items, or reducing property, those discussions were not about abandoning Sandra or refusing support.

30. Even before I stopped living at the apartment, Adam and I had discussed ways to reduce expenses, save money, and pay down debt, including possible downsizing, staying temporarily with family, and reducing the amount of property we were carrying.

31. After I began staying primarily with Elizabeth, those discussions became more immediate because the apartment and utility costs remained high.
32. Prior to Adam's departure, Adam sold personal property holdings and gave the proceeds to me. I deposited those funds into my personal savings account ending in 7088 on February 13, 2026. Adam had no access to that account and no ability to withdraw or transfer those funds after they were deposited. That deposit is reflected in the February 2026 statement for account 7088.
33. The disagreement between us was about how to handle the apartment, household property, and the cats.
34. As additional background showing Adam's broader pattern of support beyond the specific March 2026 allegations, I worked through March 2025, and my W-2 for tax year 2025 reflects that I earned \$2,400.07 that year.
35. I attended school and continuing education at Tarrant County College through May 2025.
36. Adam paid for or otherwise supported my tuition and educational costs connected to that schooling.
37. Sandra was born on May 10, 2025, at approximately 11 weeks premature.
38. After Sandra's birth, she remained in the NICU until August 10, 2025.
39. Sandra's premature birth and NICU stay resulted in substantial out-of-pocket medical expenses.
40. Adam paid those medical expenses, and Sandra has continued to have ongoing medical needs and related costs.
41. After reviewing the records and the events more carefully, I now state that portions of my earlier complaint were inaccurate, overstated, or unsupported.
42. This includes broad statements that Adam was not supporting the household where the records show paid rent, paid utilities, active insurance, available funds, and access to accounts.
43. This also includes any statement that Sandra was abandoned or left unattended during the relevant periods when she was instead in family care during those periods.
44. I am making this declaration to correct the record as accurately as I can in light of the objective records and the events I personally experienced.
45. I understand this declaration may be provided to command, legal counsel, or reviewing officials.

Julia E. Nibarger

5416 Huffines Blvd Apt 8105

Fort Worth, TX 76179

Phone: (321) 704-4073

Email: westb9392@gmail.com

Date: _____

EXHIBIT

DCL_03

Declaration of Elizabeth Nibarger (Corroborating Witness — 26 paragraphs)

Exhibit 30 of 33

Nibarger Response Packet — March 2026

DECLARATION UNDER PENALTY OF PERJURY

DECLARATION OF ELIZABETH C. NIBARGER

Role: Corroborating Witness (Sister)

I, Elizabeth C. Nibarger, declare under penalty of perjury under the laws of the United States and the State of Texas that the following statements are true and correct to the best of my knowledge and belief:

- 1.** I am the sister of PV2 Adam D. Nibarger.
- 2.** I am a registered nurse.
- 3.** I make this declaration to address the issues concerning Julia's residence, Sandra's care, Julia's crisis period, whether Sandra was abandoned or left unattended, and the information Adam was receiving from family during that time.
- 4.** I have known Julia Nibarger throughout her marriage to Adam, during her pregnancy, and during the crisis period in February and March 2026.
- 5.** Julia and Sandra stayed with me during the relevant crisis period.
- 6.** After Julia's first hospital visit in February 2026, Julia moved into my home and has continued living with me since that time.
- 7.** There are no immediate plans for Julia to live on her own or outside that support arrangement.
- 8.** During that same period, Sandra was also with Julia and at times in my care.
- 9.** Sandra was never abandoned or left unattended during the periods I observed.
- 10.** During Julia's first crisis event and hospital visit in February 2026, Sandra was with me while Katelyn took Julia for emergency psychiatric evaluation.
- 11.** During Julia's second crisis event later in February 2026, I took Julia to the hospital for further treatment while Sandra was with Katelyn.
- 12.** During one period when Julia was hospitalized, Sandra had a surgical eye procedure, and Katelyn took Sandra to that appointment.
- 13.** As to any suggestion that Sandra was abandoned, left unattended, or not in family care, that would not be accurate based on what I observed.
- 14.** When Julia left the apartment, Sandra remained in family care and was not abandoned.
- 15.** Sandra was at times in my care and at times in Katelyn's care during that period.
- 16.** During the time Julia was staying with me, I observed that she was struggling emotionally and needed support.
- 17.** During that time, I helped with childcare, supervision, transportation, and day-to-day support for Julia and Sandra.
- 18.** During the height of the crisis period, Julia was not functioning as though she could safely handle everything entirely on her own without support.

19. My home was Julia's and Sandra's main place of residence during that period.
20. Julia did leave the apartment and move into my home during the crisis period.
21. During the crisis period, I communicated with Adam about Julia's living situation, Sandra's care, and Julia's instability and hospitalization as those events developed.
22. As to any claimed contradiction in Adam's statements to command about Julia's circumstances or Sandra's care, my communications to him reflected that the situation was serious and unstable.
23. Based on what I personally knew and was communicating to him, it would have been reasonable for Adam to understand that the situation was serious and unstable.
24. As to any allegation that Julia or Sandra were left without basic support or necessities, I am not aware of unpaid rent, utility shutoff, or insurance lapse that left them without core household support during the period covered by the counseling statements.
25. I did not have to replace missing essentials for Julia or Sandra because essentials were unavailable.
26. I understand this declaration may be provided to command, legal counsel, or reviewing officials.

Elizabeth C. Nibarger, RN

4008 Tortoise Ln

Fort Worth, TX 76135

Phone: (682) 217-0923

Email: elizabeth.nibarger@gmail.com

Date: _____

EXHIBIT

DCL_04

Declaration of Katelyn Nibarger (Corroborating Witness — 25 paragraphs)

Exhibit 31 of 33

Nibarger Response Packet — March 2026

DECLARATION UNDER PENALTY OF PERJURY

DECLARATION OF KATELYN M. NIBARGER

Role: Corroborating Witness (Sister)

I, Katelyn M. Nibarger, declare under penalty of perjury under the laws of the United States and the State of Texas that the following statements are true and correct to the best of my knowledge and belief:

- 1.** I am the sister of PV2 Adam D. Nibarger.
- 2.** I am a registered nurse.
- 3.** I make this declaration to address Julia's crisis period, the basis for my communications with Adam, the claimed contradictions concerning what Adam was told, and the facts relevant to Sandra's care during that period.
- 4.** During the relevant period, I interacted directly with Julia Nibarger and also communicated directly with Adam.
- 5.** I have known Julia throughout her marriage to Adam, during her pregnancy, and during the crisis period in February and March 2026.
- 6.** In February 2026, Julia was spending time between my home and Elizabeth's home for support.
- 7.** On or about February 19, 2026, Julia came to me in acute emotional distress, burst into tears, and said words to the effect of, "I don't want to live anymore."
- 8.** Because of her words and her condition, I took that situation seriously and acted immediately.
- 9.** On that date, Sandra was with Elizabeth while I took Julia for emergency psychiatric services.
- 10.** After that first hospital visit, Julia moved into Elizabeth's home and primarily stayed there during the crisis period.
- 11.** During the days following that first hospital visit, I spent substantial time with Julia helping her, observing her condition, and assisting with practical next steps.
- 12.** During that period, I observed that Julia was emotionally unstable, overwhelmed, and in need of support.
- 13.** During the height of the crisis, I did not believe Julia should be left entirely alone without support while she was responsible for Sandra.
- 14.** On or about February 26, 2026, Julia experienced another serious crisis.
- 15.** During that second crisis, Julia described seeing danger or death in ordinary objects around her, including items such as knives, rocks, and shovels.
- 16.** During that second crisis, Sandra was with me and was not left unattended.
- 17.** As to any suggestion that Sandra was abandoned, left unattended, or not in family care, that would not be accurate based on what I personally observed.

18. Based on what I personally observed, Sandra remained in family care during the crisis periods and was not abandoned.

19. During one period when Julia was hospitalized, Sandra had a surgical eye procedure, and I took Sandra to that appointment and attended with her.

20. During this period, I was concerned that Julia's mental-health crisis and the surrounding circumstances created a real risk that outside agencies such as CPS could become involved depending on how the situation developed.

21. I communicated to Adam that Julia was in serious crisis and that CPS involvement was a real possibility.

22. I also communicated updates to Adam concerning Julia's condition, hospitalization, instability, and Sandra's care arrangements as those events were occurring.

23. As to any claimed contradiction in Adam's statements to command about CPS concern, Julia's condition, or Sandra's care arrangements, the information I gave him was consistent with a serious and unstable crisis situation.

24. Based on the information I gave him, it would have been reasonable for Adam to understand that the situation was serious, unstable, and potentially subject to outside intervention.

25. I understand this declaration may be provided to command, legal counsel, or reviewing officials.

Katelyn M. Nibarger, RN

1451 Beltmill Pkwy Apt 5205

Saginaw, TX 76179

Phone: (682) 583-8969

Email: nibarger.katelyn@gmail.com

Date: _____

EXHIBIT

MED_01

JPS Psychiatric Emergency Center — After Visit Summary (Feb 19, 2026)

Exhibit 32 of 33

Nibarger Response Packet — March 2026



Centered in Care
Powered by Pride

AFTER VISIT SUMMARY

Julia E. Nibarger DoB: 2/17/2001
CEID: JPS-LD37-4G5V-HB2F

2/19/2026 JPS PSYCHIATRIC EMERGENCY CENTER
817-702-4151

Instructions

You are being discharged home.

Meds:

- Start Zoloft 50 mg daily
- Start Trazodone 50 mg nightly as needed for insomnia

- Benefits and Possible side effects of medication discussed with patient
- Benefits of treatment and compliance with medication VS. Possible consequences of Non treatment/non compliance with medication discussed with patient.
- Recommended counseling
- Recommended [PsychologyToday.Com](https://www.psychologytoday.com) to find a therapist/provider
- Please refrain from alcohol and drugs
- Please follow up at JPS Behavioral clinic
- If in crisis please call 911 or come back to JPS PEC
- Patient verbalized understanding

Today's Visit

You were seen by Araya, Hanna

Reason for Visit

- Suicidal
- Psychiatric Evaluation

Diagnosis

Major depressive disorder



Blood Pressure
118/81



Temperature (Oral)
97.5 °F



Pulse
74



Respiration
17



Oxygen Saturation
99%



Your medications have changed

- START taking:
sertraline (Zoloft)
trazodone (DESYREL)

Review your updated medication list below.



Pick up these medications at **WALGREENS DRUG STORE #07899 - SAGINAW, TX - 833 N SAGINAW BLVD AT SWC OF HWY 287 & W J BOAZ**

sertraline • trazodone

Address: 833 N SAGINAW BLVD, SAGINAW TX 76179-1234
Phone: 817-306-7147

MyChart

View your After Visit Summary and more online at <https://jpsmychart.jpshealth.org/jpsmychart/>

How did we do? We are listening!

Your feedback helps us improve what we do. Keep an eye out for a survey about your visit.

It not only lets us know how we can do better but also helps us celebrate our amazing team members who go above and beyond. Thank you for allowing us to be a part of your health and wellness journey!

What's Next

You currently have no upcoming appointments scheduled.

Allergies

No Known Allergies

KEY WARNING SIGNS

It is important to communicate how you are doing after discharge from the hospital. Please tell your follow up appointment provider about any of the symptoms below:

- Sleeping too much/little
- Destructive behavior
- Racing thoughts
- Isolating yourself
- Problems with taking medication as prescribed
- Feeling overwhelmed
- Loss of interest
- Feeling angry all the time
- Using drugs/alcohol
- Feeling like you are being watched/told to do bad things

STAY SAFE!

- Go to your follow-up care appointments
- Write in a journal
- Start small changes in your daily live, when you are ready
- Participate in or join a support group
- Find a healthy hobby

Additional Resources and Phone Numbers

- JPS Psychiatric Emergency Center 817-702-4151
- JPS Eligibility & Enrollment Center 817-702-1001
- JPS Behavioral Health 817-702-3100
- United Way of Tarrant County 2-1-1
- Area Agency on Aging 817-258-8125
- Community Information & Referral Service 2-1-1 or 817-258-8100
- Catholic Charities of Fort Worth 817-534-0814
- The Women's Center of Tarrant County 817-548-1663
- Day Resource Center for the Homeless 817-810-9797

EXHIBIT

MED_02

JPS Health Network — Transition Aftercare Plan (Inpatient Feb 26 – Mar 4,
2026)

Exhibit 33 of 33

Nibarger Response Packet — March 2026



TRANSITION AFTERCARE PLAN

Julia E. Nibarger Date of birth: 2/17/2001 CEID: JPS-LD37-4G5V-HB2F

2/26/2026 - 3/4/2026 JPS SECOND FLOOR NORTHEAST TSP 817-702-5940 Major depressive disorder



Instructions



Your medications have changed

- CHANGE** how you take:
sertraline (ZOLOFT) — when to take this
- CONTINUE** taking your other medications
Review your updated medication list below.

Discharge Paperwork to Next Doctor Visit

Please bring all your medications and supplements to your next doctor's appointment.

Allergies

No Known Allergies

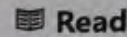
Immunizations Administered for This Admission

No immunizations on file.

Your Next Steps



- Pick up these medications from JPS MAIN OUTPATIENT PHARMACY
 - sertraline
 - trazodone



- Read 17 attachments



MAR
10

BHE/TSP Follow Up 2:00 PM

Arrive by 1:45 PM
BH CENTRAL ASSESSMENT
601 W Terrell Ave
Fort Worth TX 76104
817-702-3100

Please arrive 15 minutes prior to the appointment time for registration purposes. If you arrive after the start of your appointment time, your appointment may be rescheduled.

Bring all medications to your scheduled clinic appointment. IF YOU'RE UNABLE TO KEEP THIS APPOINTMENT, Please call clinic.

Please complete and bring mailed packets to appointment.

For safety purposes only one adult or legal guardian can accompany child on appointment date. Appointment may be rescheduled if this does not occur.

What's Next

MAR
10

BHE/TSP Follow Up

Tuesday Mar 10, 2026 2:00 PM (Arrive by 1:45 PM)
Please arrive 15 minutes prior to the appointment time for registration purposes. If you arrive after the start of your appointment time, your appointment may be rescheduled.

BH CENTRAL ASSESSMENT
601 W Terrell Ave
Fort Worth TX 76104
817-702-3100

Bring all medications to your scheduled clinic appointment. IF YOU'RE UNABLE TO KEEP THIS APPOINTMENT, Please call clinic.

Please complete and bring mailed packets to appointment.

For safety purposes only one adult or legal guardian can accompany child on appointment date. Appointment may be rescheduled if this does not occur.

Transitions Coordinator Follow-Up Call

You will be receiving a phone call from the Transition and/or Peer Support Specialist next week to check on you and see how you are doing.

What brought you to Hospital?

None

Patient Diagnoses

Reasons for Admission

Coded Admission Diagnoses

*Suicidal ideation [R45.851]

Major depressive disorder, recurrent [F33.9]

Severe episode of recurrent major depressive disorder, without psychotic features (CMS/HCC) [F33.2]

Major depression, recurrent, chronic (CMS/HCC) [F33.9]

Advance Directives

Flowsheet Row

Most Recent Value

Advance Directive (Behavioral Healthcare) no - information given FILED AT 02/27/2026 0057

Advance Directive (Advance Care Planning) no - information given FILED AT 02/27/2026 0057

Plan for Follow Up Care

Our Philosophy on Recovery for Julia

- Julia will become stabilized from the acute mental and physical problems that resulted in this hospitalization

Plan for Follow Up Care (continued)

- Julia will return to the non-acute setting with hope, skills, and stability to pursue individualized recovery
- Julia will have a greater understanding of how mental illness affects self and others
- Julia will be engaged in a continued recovery process for greater success in life
- Julia will understand the importance of maintaining continuity of care in the community for general health and wellness

KEY WARNING SIGNS

It is important to communicate how you are doing after discharge from the hospital. Please tell your follow up appointment provider about any of the symptoms below:

- Sleeping too much/little
- Destructive behavior
- Racing thoughts
- Isolating yourself
- Problems with taking medication as prescribed
- Feeling overwhelmed
- Loss of interest
- Feeling angry all the time
- Using drugs/alcohol
- Feeling like you are being watched/told to do bad things

STAY SAFE!

- Go to your follow-up care appointments
- Write in a journal
- Start small changes in your daily life when you are ready
- Participate in or join a support group
- Find a healthy hobby

If in Crisis

If you are having a mental crisis

If you are in crisis, call 911, or go to the nearest **Emergency Room**.

JPS Psychiatric Emergency Center is available 24 hours a day, 7 days a week. Phone: 817-702-4151

The JPS Center for Behavioral Health Recovery has walk in hours of 8:00 am-5:00 pm, Monday through Friday.

Call the MHMR Crisis and Suicide Line 1-800-866-2464

Text the MHMR Crisis and Suicide Line 817-335-3022

Lock to Live Suicide Help - lock2live.org

For emergency mental health, substance use disorders, and disability service information

Call the National Suicide Prevention Lifeline New 3 digit number 988 or 1-800-273-TALK or 1-800-273-8255

If you are **not** in crisis, here are some other resources:

If you are having a mental crisis (continued)

Behavioral Health Center
JPS BEHAVIORAL HEALTH CENTRAL ASSESSMENT
601 W. Terrell Avenue
Fort Worth, TX 76104
Open Monday – Friday from 8am to 4:30pm
817-702-3100

JPS On-Demand Urgent Care



JPS Health Network offers telehealth services for patients. The On-Demand Urgent Care Clinic can be accessed for quick and convenient medical advice from home. Please visit <https://jpshealthnet.org/get-care/telemedicine> to enroll in the service.

ADDITIONAL HEALTH AND RESOURCE INFORMATION

Additional Resources and Phone Numbers

- JPS Psychiatric Emergency Center 817-702-4151
- JPS Eligibility & Enrollment Center 817-702-1001
- JPS Behavioral Health 817-702-3100
- United Way of Tarrant County 2-1-1
- Area Agency on Aging 817-258-8125
- Community Information & Referral Service 2-1-1 or 817-258-8100
- Catholic Charities of Fort Worth 817-534-0814
- The Women's Center of Tarrant County 817-548-1663
- Day Resource Center for the Homeless 817-810-9797
Address: 1415 E. Lancaster, Fort Worth TX 76102
- Street Outreach Services (S.O.S.) 817-534-0814
- Workforce Solutions for Tarrant County 817-413-4000
- Recovery Resource Council 817-332-6329
Address: 2700 Airport Freeway, Fort Worth TX 76111
- Division for Rehabilitation Services (DARS) 817-759-3500
Address: 2400 Circle Drive, Suite 200, Fort Worth TX 76119

NAME: Mia Nibarger (LOW) / MOD / HIGH

DC DATE: 3/4

JPS BH Transition After Care Information Department of Social Services

You are scheduled to attend the following after care appointment(s).

JPS AFTER CARE APPOINTMENTS: Phone Number: 817-702-3100 -

Appointment Date/Time: 3/10/26 @ 2:00pm

Clinic: _____

Please arrive at least 15 minutes early for registration process

JPS Center for BH Recovery
601 W Terrell Ave
Fort Worth, TX 76104

JPS Central Arlington
501 W Main Street
Arlington, TX 76010

JPS Northeast Clinic
3200 W Eules Blvd
Eules, TX 76040

JPS Southwest Clinic
5001 Mesa Springs Drive
Fort Worth, TX 76123

JPS Southeast Clinic
1050 W Arkansas Lane
Arlington, TX 76013

JPS Stop Six Clinic
3301 Stalcup Road
Fort Worth, TX 76119

JPS True Worth Clinic
1513 E Presidio Street
Fort Worth, TX 76102

JPS Viola Pitts Clinic
4701 Bryant Irvin Road N
Fort Worth, TX 76107

ADDITIONAL JPS AFTER CARE APPOINTMENTS:

Individual Therapy: _____

Primary Care or Medical Follow up: _____

PHP/IOP: _____

OUTSIDE APPOINTMENTS:

TELEPHONE APPOINTMENT WITH JPS HEALTH NETWORK.

PLEASE CALL JPS BEHAVIORAL HEALTH CARE MANAGEMENT COORDINATOR
AT THE NUMBER BELOW ON 3/6 AT 3PM FOR SUBSTANCE
ABUSE EDUCATION AND NAVIGATION.

CARE MANAGEMENT COORDINATOR: Lon

AT 817-702-3121 EXT. opt 2

Discharge Information: Time: 10am

Transportation via: Personal Car Taxi UberHealth Bus

Prescriptions: Meds in Hand Printed Scripts E-script

IF E-SCRIBED, Your meds were sent to _____

Address: _____

Phone: _____

LONG ACTING INJECTABLE (LAI) APPOINTMENT: PHONE: 817-702-3100

N/A—YOU ARE NOT PRESCRIBED INJECTABLE MEDICATION

YOU HAVE AN INJECTION MEDICATION APPOINTMENT

DATE: _____ TIME: _____ LOCATION: _____

