

FORMAL WRITTEN RESPONSE

PV2 Adam D. Nibarger

232 Medical BN, Bravo Company, Fort Sam Houston

In Response to DA Form 4856 Counseling Statements

Dated March 11, 2026 and March 16, 2026

Response Date: March 20, 2026

Submitted as formal written response pursuant to DA Pamphlet 600-15. Soldier's signature on DA Form 4856 acknowledges receipt of counseling only and does not constitute admission of any allegation.

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SCOPE AND PURPOSE

Scope: This document is respectfully submitted as the formal written response of PV2 Adam D. Nibarger to the allegations and claimed contradictions in the DA Form 4856 counseling statements dated March 11, 2026 and March 16, 2026.

Purpose: The allegations are addressed below in the order presented in each counseling statement, followed by responses to each Plan of Action item. Supporting declarations and exhibits are cited throughout for the reviewing authority's consideration.

Organization:

1. Section I responds to the March 11, 2026 counseling (failure to support dependent — ALG_001, ALG_002), followed by responses to its Plan of Action items.
2. Section II responds to the March 16, 2026 counseling (follow-up allegations and discrepancies — ALG_003 through ALG_008), followed by responses to its Plan of Action items.
3. Section III addresses the DA Form 4856 signature issue applicable to both counseling statements.
4. The supporting record includes banking, housing, utility, insurance, and military pay records for the relevant period, together with sworn declarations from Adam D. Nibarger, Julia Nibarger, Elizabeth Nibarger, and Katelyn Nibarger.
5. A Context and Summary section follows the point-by-point responses.
6. An Index of Exhibits and cross-reference table follows the Context and Summary.

SECTION I — RESPONSE TO DA FORM 4856, MARCH 11, 2026

Counselor: SFC Thomas Khotmanivong / Sr. Drill Sergeant

Topic: Event Oriented Counseling — Failure to adequately support Dependant

1. Allegation 1 — Failure to Provide Adequate Dependent Support

Counseling Statement: "Failed to provide adequate financial support to dependent (Julia Nibarger and daughter Sandra Nibarger)"

Regulatory Reference: AR 608-99, Para 2-6 and Para 2-9 — ALG_F1 | DA Form 4856 March 11, 2026

Without a court order, minimum support equals BAH RC/T at the with-dependents rate. In-kind payments — rent, essential utilities, and property insurance — satisfy this obligation in full.

"Permissible non-government housing expenses include: (1) rent; (2) principal and interest payments due on any outstanding loan secured on the non-government housing and the real property taxes and property insurance due under an escrow agreement covering the same property; and (3) essential utilities such as gas, electricity, and water."

RESPONSE: DENIES

Response:

A. All military pay — base pay and all allowances — was deposited by direct deposit to USAA Checking joint account #3114, an account accessible to and jointly owned by respondent and spouse Julia Nibarger. Evidence chain: Defense Finance and Accounting Service (DFAS) Leave and Earnings Statement (LES) confirms pay → bank statements confirm deposit → rent/utility/insurance records confirm payment from same account

(MIL_01 | DFAS LES — January 2026 — MIL_02 | DFAS LES — February 2026 — MIL_03 | DFAS Net Pay Advice — March 2026 — BNK_24 | USAA Joint Checking #3114 — Statement Period 12/19/2025–01/16/2026 — BNK_01 | USAA Joint Checking #3114 — Statement Period 01/17/2026–02/18/2026 — BNK_25 | USAA Joint Checking #3114 — Statement Period 02/19/2026–03/18/2026)

Evidence:

i. Jan 2026 LES: Base Pay \$2,697.90 + BAH \$1,947.00 + BAS \$264.68 = Gross \$4,909.58 → Net deposited \$1,882.72 (mid-month) + \$2,306.63 (EOM) to joint #3114

(MIL_01 | DFAS LES — January 2026)

ii. Feb 2026 LES: BAH \$1,947.00 confirmed — Net Pay \$2,306.63 deposited to joint #3114

(MIL_02 | DFAS LES — February 2026)

iii. Mar 2026 LES: BAH \$1,947.00 confirmed — Net Pay deposited to joint #3114

(MIL_03 | DFAS Net Pay Advice — March 2026)

iv. Julia Elizabeth Nibarger is named joint account holder on #3114 per bank statement header — full independent access to all deposits — confirmed across all three months of statements

(BNK_24 | USAA Joint Checking #3114 — Statement Period 12/19/2025–01/16/2026 — BNK_01 | USAA Joint Checking #3114 — Statement Period 01/17/2026–02/18/2026 — BNK_25 | USAA Joint Checking #3114 — Statement Period 02/19/2026–03/18/2026 — statement headers)

B. All support obligations - rent, electricity, and insurance - remained current throughout the allegations period, with the specific payment facts set out in the child evidence nodes below.

(HSG_01 | Alta Marine Creek — Rent History Summary — Rent History Summary — HSG_02 | Conserve — January 2026 Rent (Due 01/01/2026, Statement Date 12/12/2025) — HSG_03 | Conserve — February 2026 Rent (Due 02/01/2026, Statement Date 01/17/2026) — HSG_04 | Conserve — March 2026 Rent (Due 03/01/2026, Statement Date 02/11/2026) — HSG_05 | Conserve — April 2026 Rent (Due 04/01/2026, Statement Date 03/17/2026) — BNK_24 | USAA Joint Checking #3114 — Statement Period 12/19/2025–01/16/2026 — BNK_01 | USAA Joint Checking #3114 — Statement Period 01/17/2026–02/18/2026 — BNK_25 | USAA Joint Checking #3114 — Statement Period 02/19/2026–03/18/2026 — UTL_01 | Gexa Energy — January 2026 — UTL_02 | Gexa Energy — February 2026 — UTL_03 | Gexa Energy — March 2026 — INS_01 | USAA Renters Insurance Certificate — INS_02 | USAA Renters Insurance Policy Details)

Evidence:

i. Rent — prior balance \$0.00 on every statement cycle; no delinquency at any point — all four monthly Conserve statements (Jan, Feb, Mar, Apr 2026 rent periods) plus rent history confirm consistent on-time payment

(HSG_01 | Alta Marine Creek — Rent History Summary — HSG_02 | Conserve — January 2026 Rent (Due 01/01/2026, Statement Date 12/12/2025) — HSG_03 | Conserve — February 2026 Rent (Due 02/01/2026, Statement Date 01/17/2026) — HSG_04 | Conserve — March 2026 Rent (Due 03/01/2026, Statement Date 02/11/2026) — HSG_05 | Conserve — April 2026 Rent (Due 04/01/2026, Statement Date 03/17/2026))

— Jan 2026 rent \$2,043.76 (due 01/01/2026) — paid 01/03/2026 — joint #3114

(HSG_02 | Conserve — January 2026 Rent (Due 01/01/2026, Statement Date 12/12/2025) — BNK_01 | USAA Joint Checking #3114 — Statement Period 01/17/2026–02/18/2026)

— Feb 2026 rent \$2,052.81 (due 02/01/2026) — paid 02/02/2026 — joint #3114, prior balance \$0.00

(HSG_03 | Conserve — February 2026 Rent (Due 02/01/2026, Statement Date 01/17/2026) — BNK_25 | USAA Joint Checking #3114 — Statement Period 02/19/2026–03/18/2026)

— Mar 2026 rent \$2,048.75 (due 03/01/2026) — paid 03/02/2026 from joint #3114 (\$2,018.75 per bank statement; HSG_05 prior balance \$0.00 confirms full payment)

(HSG_04 | Conservice — March 2026 Rent (Due 03/01/2026, Statement Date 02/11/2026) — BNK_25 | USAA Joint Checking #3114 — Statement Period 02/19/2026–03/18/2026)

ii. Electricity (Gexa Energy) — paid every cycle via auto-pay from joint #3114 — all three monthly invoices (Jan, Feb, Mar 2026) confirm consistent on-time payment with \$0.00 opening balance

(UTL_01 | Gexa Energy — January 2026 — January 2026 — UTL_02 | Gexa Energy — February 2026 — February 2026 — UTL_03 | Gexa Energy — March 2026 — March 2026)

— Jan 2026 Gexa bill \$167.59 — paid 01/26/2026

(UTL_01 | Gexa Energy — January 2026 — BNK_01 | USAA Joint Checking #3114 — Statement Period 01/17/2026–02/18/2026)

— Feb 2026 Gexa bill \$107.41 — autopay initiated 02/23/2026, posted 02/25/2026; confirmed by UTL_03 opening balance \$0.00

(UTL_02 | Gexa Energy — February 2026 — UTL_03 | Gexa Energy — March 2026 — BNK_25 | USAA Joint Checking #3114 — Statement Period 02/19/2026–03/18/2026)

— Mar 2026 Gexa bill \$115.55 — auto-pay scheduled 03/26/2026

(UTL_03 | Gexa Energy — March 2026)

iii. Insurance (USAA renters + auto) — active and paid continuously; Julia named insured on family vehicle — renters policy active Feb 2026–Feb 2027; auto policy active through Nov 2026

(INS_01 | USAA Renters Insurance Certificate — INS_02 | USAA Renters Insurance Policy Details — INS_03 | USAA Auto Insurance — Julia TX Liability Card — INS_04 | USAA Auto Insurance Policy Docs — Adam Nibarger — BNK_24 | USAA Joint Checking #3114 — Statement Period 12/19/2025–01/16/2026 — BNK_01 | USAA Joint Checking #3114 — Statement Period 01/17/2026–02/18/2026 — BNK_25 | USAA Joint Checking #3114 — Statement Period 02/19/2026–03/18/2026)

— USAA P&C combined autopay \$160.41 — 02/03/2026 — joint #3114

(BNK_01 | USAA Joint Checking #3114 — Statement Period 01/17/2026–02/18/2026)

— Renters policy GAR 020653576 REN 001 — 5416 Huffines Blvd — active Feb 1, 2026 through Feb 1, 2027

(INS_01 | USAA Renters Insurance Certificate — INS_02 | USAA Renters Insurance Policy Details)

— Auto policy active through 11/01/2026 — Julia Elizabeth Nibarger named insured on family vehicle (2021 Buick Encore GX)

(INS_03 | USAA Auto Insurance — Julia TX Liability Card — INS_04 | USAA Auto Insurance Policy Docs — Adam Nibarger)

C. Additional support beyond baseline obligations was also provided, including a direct \$1,000 transfer and the full silver-sale proceeds deposited to Julia's sole savings account, with declaration and bank proof broken out below.

(BNK_01 | USAA Joint Checking #3114 — Statement Period 01/17/2026–02/18/2026 | BNK_06 | USAA Savings #7088 — Julia Personal Savings — February 2026)

Evidence:

i. Zelle to Julia \$1,000.00 — 01/20/2026 — from joint #3114

(BNK_01 | USAA Joint Checking #3114 — Statement Period 01/17/2026–02/18/2026)

ii. Personal property (silver) sold; full proceeds given to Julia and deposited to Julia's sole savings account #7088, with declaration and bank proof broken out below.

(BNK_06 | USAA Savings #7088 — Julia Personal Savings — February 2026)

—. Adam ¶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.'*

(Adam ¶29 | DCL_01)

—. Julia ¶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.'*

(Julia ¶32 | DCL_02)

—. Mobile deposit \$3,600.00 — 02/13/2026 — Julia sole savings #7088

(BNK_06 | USAA Savings #7088 — Julia Personal Savings — February 2026)

—. Julia sole savings account balance exceeded \$3,000 throughout allegations period (opening balance \$1,000.01 Dec; grew to \$2,000.55 Jan; \$3,600 deposit added Feb 13)

(BNK_21 | USAA Savings #7088 — Julia Personal Savings — December 2025 —

BNK_22 | USAA Savings #7088 — Julia Personal Savings — January 2026 — BNK_06 | USAA Savings #7088 — Julia Personal Savings — February 2026)

D. Julia had continuous, independent access to household funds through joint ownership of checking account #3114, sole ownership of savings account #7088, and her own sworn access to all USAA household accounts, with bank and declaration proof broken out below.

(BNK_24 | USAA Joint Checking #3114 — Statement Period 12/19/2025–01/16/2026 | BNK_01 | USAA Joint Checking #3114 — Statement Period 01/17/2026–02/18/2026 | BNK_25 | USAA Joint Checking #3114 — Statement Period 02/19/2026–03/18/2026 | BNK_21 | USAA Savings #7088 — Julia Personal Savings — December 2025 | BNK_22 | USAA Savings #7088 — Julia Personal Savings — January 2026 | BNK_06 | USAA Savings #7088 — Julia Personal Savings — February 2026)

Evidence:

i. Julia was joint owner of USAA Checking #3114 — the account receiving all military pay deposits — with full independent access to view, transfer, and withdraw funds

(BNK_24 | USAA Joint Checking #3114 — Statement Period 12/19/2025–01/16/2026 | BNK_01 | USAA Joint Checking #3114 — Statement Period 01/17/2026–02/18/2026 | BNK_25 | USAA Joint Checking #3114 — Statement Period 02/19/2026–03/18/2026 — statement headers)

ii. Julia additionally held sole ownership of Savings #7088 — an account Adam could not access — which maintained a balance exceeding \$3,000 during the allegations period

(BNK_21 | USAA Savings #7088 — Julia Personal Savings — December 2025 | BNK_22 | USAA Savings #7088 — Julia Personal Savings — January 2026 | BNK_06 | USAA Savings #7088 — Julia Personal Savings — February 2026 — statement headers)

iii. Adam ¶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.'*

(Adam ¶10 | DCL_01)

iv. Julia ¶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.'*

(Julia ¶15 | DCL_02)

v. Julia ¶17-18: *Julia obtained all bank statements herself using her own USAA access, confirming her independent access throughout the period.*

(Julia ¶17-18 | DCL_02)

Conclusion

Respondent respectfully submits that the cited records demonstrate all documented payments — housing, utilities, insurance, direct cash, and silver proceeds — were made prior to, during, and continuing through the allegations period, consistent with the in-kind support definition under AR 608-99 Para 2-9 and the minimum obligation under Para 2-6.

2. Allegation 2 — Failure to Provide Appropriate Portion of BAH

Counseling Statement: "You are not providing your spouse with an appropriate portion of the BAH you are receiving."

Regulatory Reference: AR 608-99, Para 2-6 and Para 2-9

BAH requirement is satisfied by depositing BAH to the account used for household expenses. AR 608-99 permits in-kind support through the account from which household obligations are paid.

"A Soldier's obligation to provide financial support to family members under this regulation is not contingent upon whether the Soldier is entitled to, or receiving, any form of BAH."

RESPONSE: DENIES

Response:

A. BAH of \$1,947.00/month was deposited to joint account #3114 — an account jointly owned by and fully accessible to Julia Elizabeth Nibarger

(MIL_01 | DFAS LES — January 2026 — MIL_02 | DFAS LES — February 2026 — MIL_03 | DFAS Net Pay Advice — March 2026 — BNK_24 | USAA Joint Checking #3114 — Statement Period 12/19/2025–01/16/2026 — BNK_01 | USAA Joint Checking #3114 — Statement Period 01/17/2026–02/18/2026 — BNK_25 | USAA Joint Checking #3114 — Statement Period 02/19/2026–03/18/2026)

Evidence:

i. Jan 2026 LES line item: BAH \$1,947.00 — deposited to joint #3114

(MIL_01 | DFAS LES — January 2026)

ii. Feb 2026 LES line item: BAH \$1,947.00 confirmed — same account

(MIL_02 | DFAS LES — February 2026)

iii. Mar 2026 LES line item: BAH \$1,947.00 confirmed — same account

(MIL_03 | DFAS Net Pay Advice — March 2026)

iv. Julia Elizabeth Nibarger is joint owner of #3114 per statement header — independent access, no respondent approval required for withdrawals — confirmed across all three months of statements

(BNK_24 | USAA Joint Checking #3114 — Statement Period 12/19/2025–01/16/2026 — BNK_01 | USAA Joint Checking #3114 — Statement Period 01/17/2026–02/18/2026 — BNK_25 | USAA Joint Checking #3114 — Statement Period 02/19/2026–03/18/2026 — statement headers)

B. Monthly rent was paid from joint account #3114, the same account receiving BAH, with the month-by-month rent proof set out in the child evidence nodes below.

(BNK_24 | USAA Joint Checking #3114 — Statement Period 12/19/2025–01/16/2026 — BNK_01 | USAA Joint Checking #3114 — Statement Period 01/17/2026–02/18/2026 — BNK_25 | USAA Joint

Checking #3114 — Statement Period 02/19/2026–03/18/2026 — HSG_01 | Alta Marine Creek — Rent History Summary — HSG_02 | Conservice — January 2026 Rent (Due 01/01/2026, Statement Date 12/12/2025) — HSG_03 | Conservice — February 2026 Rent (Due 02/01/2026, Statement Date 01/17/2026) — HSG_04 | Conservice — March 2026 Rent (Due 03/01/2026, Statement Date 02/11/2026) — HSG_05 | Conservice — April 2026 Rent (Due 04/01/2026, Statement Date 03/17/2026))

Evidence:

i. Rent \$1,873 base (+ taxes = \$2,044-\$2,052/mo) paid every cycle from joint #3114 prior to, during, and continuing through the allegations period; monthly rent exceeded the BAH rate (\$1,947/mo) by \$95+/month

(HSG_01 | Alta Marine Creek — Rent History Summary — HSG_02 | Conservice — January 2026 Rent (Due 01/01/2026, Statement Date 12/12/2025) — HSG_03 | Conservice — February 2026 Rent (Due 02/01/2026, Statement Date 01/17/2026) — HSG_04 | Conservice — March 2026 Rent (Due 03/01/2026, Statement Date 02/11/2026) — HSG_05 | Conservice — April 2026 Rent (Due 04/01/2026, Statement Date 03/17/2026) — BNK_24 | USAA Joint Checking #3114 — Statement Period 12/19/2025–01/16/2026 — BNK_01 | USAA Joint Checking #3114 — Statement Period 01/17/2026–02/18/2026 — BNK_25 | USAA Joint Checking #3114 — Statement Period 02/19/2026–03/18/2026)

—. Jan 2026 rent \$2,043.76 (due 01/01/2026) was paid from joint #3114, tying family housing to the same account used for BAH-funded support.

(HSG_02 | Conservice — January 2026 Rent (Due 01/01/2026, Statement Date 12/12/2025) | BNK_01 | USAA Joint Checking #3114 — Statement Period 01/17/2026–02/18/2026)

—. Feb 2026 rent \$2,052.81 (due 02/01/2026) was paid 02/02/2026 from joint #3114 during the allegations period.

(HSG_03 | Conservice — February 2026 Rent (Due 02/01/2026, Statement Date 01/17/2026) | BNK_25 | USAA Joint Checking #3114 — Statement Period 02/19/2026–03/18/2026)

—. Mar 2026 rent \$2,048.75 (due 03/01/2026) was paid 03/02/2026 from joint #3114, continuing the same housing-payment pattern.

(HSG_04 | Conservice — March 2026 Rent (Due 03/01/2026, Statement Date 02/11/2026) | BNK_25 | USAA Joint Checking #3114 — Statement Period 02/19/2026–03/18/2026)

—. The rent ledger shows the family housing obligation remained current through Apr 2026, consistent with continuous BAH-applied housing support.

(HSG_01 | Alta Marine Creek — Rent History Summary | HSG_05 | Conservice — April 2026 Rent (Due 04/01/2026, Statement Date 03/17/2026))

ii. AR 608-99 Para 2-9: BAH obligation satisfied when rent and utilities paid from account receiving BAH; no separate direct cash transfer required

(AR 608-99 ¶2-9)

Conclusion

Respondent respectfully submits that the cited records demonstrate BAH was deposited to the joint account under Julia's full access, and rent was paid from that same account every cycle prior to, during, and continuing through the allegations period. AR 608-99 permits in-kind support through the account used for household expenses.

PLAN OF ACTION — MARCH 11, 2026

1. Requirement:

"You will immediately review your financial obligations and ensure your spouse is receiving appropriate financial support from the BAH you receive."

(DA Form 4856, March 11, 2026 — Plan of Action item 1 | ALG_F1)

Response: Financial obligations reviewed — BAH deposited to joint account; rent, utilities, and insurance paid from that account every cycle; Zelle transfer and silver proceeds provided above obligations. See ALG_001 evidence record.

(See ALG_001 (Failure to Provide Adequate Support) — ALG_002 (Failure to Provide BAH) evidence records)

2. Requirement:

"You will provide confirmation that adequate financial support arrangements have been made (monthly allotment)."

(DA Form 4856, March 11, 2026 — Plan of Action item 2 | ALG_F1)

Response: Confirmation provided — full financial record assembled as exhibits: LES pay records, joint pay account statements (3 months), Julia's savings account statements (3 months), rent ledger, utility invoices, insurance certificates, and direct transfer records. All demonstrate continuous adequate support.

(MIL_01 | DFAS LES Jan 2026 — MIL_02 | DFAS LES Feb 2026 — MIL_03 | DFAS LES Mar 2026 — BNK_24 | BNK_01 | BNK_25 | USAA Joint Checking #3114 (3 months) — BNK_21 | BNK_22 | BNK_06 | USAA Savings #7088 Julia (3 months) — HSG_01 | Rent Current Status — HSG_02 | Conservice Jan 2026 (Due 01/01) — HSG_03 | Conservice Feb 2026 (Due 02/01) — HSG_04 | Conservice Mar 2026 (Due 03/01) — HSG_05 | Conservice Apr 2026 (Due 04/01) — UTL_01 | Gexa Energy Jan 2026 — UTL_02 | Gexa Energy Feb 2026 — UTL_03 | Gexa Energy Mar 2026 — INS_01 | USAA Renters Certificate — INS_02 | USAA Renters Policy Details — INS_03 | USAA Auto Julia Liability Card — INS_04 | Auto Policy Docs)

3. Requirement:

"You will notify the chain of command if you encounter financial issues or require assistance."

(DA Form 4856, March 11, 2026 — Plan of Action item 3 | ALG_F1)

Response: Acknowledged — no financial issues requiring command assistance have arisen. All obligations remained current prior to, during, and continuing through the allegations period.

(See POAI_2R evidence record — HSG_02 | Conservice Jan 2026 (Due 01/01) — HSG_03 | Conservice Feb 2026 (Due 02/01) — HSG_04 | Conservice Mar 2026 (Due 03/01) — HSG_05 | Conservice Apr 2026 (Due 04/01) — UTL_01 | Gexa Energy Jan 2026 — UTL_02 | Gexa Energy Feb 2026 — UTL_03 | Gexa Energy Mar 2026 — INS_01 | USAA Renters Certificate — INS_02 | USAA Renters Policy Details)

4. Requirement:

"If necessary, you may be referred to Army Community Service (ACS) Financial Readiness Program or other resources for financial counseling."

(DA Form 4856, March 11, 2026 — Plan of Action item 4 | ALG_F1)

Response: Acknowledged — respondent welcomes any review of the financial record by ACS or any other resource, as the assembled evidence demonstrates full compliance.

Conclusion

Respondent respectfully submits that the foregoing responses and accompanying financial record address each Plan of Action item from the March 11, 2026 counseling. The financial obligations have been reviewed, confirmation of adequate support arrangements is provided through the assembled exhibits, and no financial issues requiring command assistance have arisen during the relevant period.

SECTION II — RESPONSE TO DA FORM 4856, MARCH 16, 2026

Counselor: DS Guerrero Arturo / Drill Sergeant

Topic: Event-Oriented Counseling — Follow-Up to Previous Counseling Regarding Dependent Support

3. Allegation 3 — Mischaracterization of Julia's Health Crisis Severity

Counseling Statement: "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."

Regulatory Reference: General misconduct — false statements — ALG_F2 | DA Form 4856 March 16, 2026

Julia's mental health crisis involved inpatient admission for thoughts of self-harm, multiple crisis events, and ongoing psychiatric treatment and medication — as documented in medical records and corroborated by two registered nurses and by Julia's own statements.

RESPONSE: DENIES

Response:

A. JPS hospital records independently document the Feb. 19 psychiatric ER visit and the Feb. 26-Mar. 4 inpatient admission, with the witness declarations aligned below.

(MED_01 | JPS Psychiatric Emergency Center — After Visit Summary — Feb 19, 2026 | MED_02 | JPS Health Network — Transition Aftercare Plan — Inpatient Feb 26 – Mar 4, 2026)

Evidence:

i. Visit 1 (MED_01): JPS Psychiatric Emergency Center — seen Feb 19, 2026 — reason for visit: Suicidal; Psychiatric Evaluation — diagnosis: Major Depressive Disorder — prescribed sertraline (Zoloft) 50mg daily + trazodone 50mg nightly — discharged same day

(MED_01 | JPS Psychiatric Emergency Center — After Visit Summary — Feb 19, 2026)

ii. Visit 2 (MED_02): JPS inpatient psychiatric Second Floor Northeast TSP — admitted Feb 26, 2026 — 8-day hospitalization through Mar 4, 2026 — coded diagnoses: Suicidal Ideation (ICD-10: R45.851), Major Depressive Disorder recurrent (ICD-10: F33.9), Severe MDD without psychotic features (ICD-10: F33.2)

(MED_02 | JPS Health Network — Transition Aftercare Plan — Inpatient Feb 26 – Mar 4, 2026 — Patient Diagnoses table)

iii. Discharge records confirm ongoing care: follow-up appointment March 10, 2026 at BH Central Assessment (601 W Terrell Ave, Fort Worth TX 76104); care management coordinator Lori assigned; sertraline dosage adjusted; trazodone continued

(MED_02 | JPS Health Network — Transition Aftercare Plan — Inpatient Feb 26 – Mar 4, 2026 — discharge instructions and aftercare appointments)

iv. Katelyn ¶7-9: 'On or about February 19, 2026, Julia came to me in acute emotional distress ... I took that situation seriously and acted immediately ... Sandra was with Elizabeth while I took Julia for emergency psychiatric services.'

(Katelyn ¶7-9 | DCL_04)

v. Katelyn ¶14-15: 'On or about February 26, 2026, Julia experienced another serious crisis ... Julia described seeing danger or death in ordinary objects around her ...'

(Katelyn ¶14-15 | DCL_04)

vi. Elizabeth ¶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.'

(Elizabeth ¶11 | DCL_03)

B. Julia was seen for thoughts of self-harm — expressing she did not want to live — as documented in the medical records and sworn declarations below

Evidence:

i. Katelyn ¶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."'

(Katelyn ¶7 | DCL_04)

ii. Katelyn ¶8-9: 'I took that situation seriously and acted immediately. On that date, Sandra was with Elizabeth while I took Julia for emergency psychiatric services.'

(Katelyn ¶8-9 | DCL_04)

C. Julia experienced a second serious crisis event — describing seeing danger or death in ordinary objects — requiring further psychiatric treatment

Evidence:

i. Katelyn ¶14-15: 'On or about February 26, 2026, Julia experienced another serious crisis. During that second crisis, Julia described seeing danger or death in ordinary objects around her, including items such as knives, rocks, and shovels.'

(Katelyn ¶14-15 | DCL_04)

D. Medical records document prescribed medication and continuing mental health follow-up care

(MED_01 | JPS Psychiatric Emergency Center — After Visit Summary — Feb 19, 2026 — MED_02 | JPS Health Network — Transition Aftercare Plan — Inpatient Feb 26 – Mar 4, 2026)

Evidence:

i. Medical records document prescribed medication including sleep medication to help with rest

(MED_01 | JPS Psychiatric Emergency Center — After Visit Summary — Feb 19, 2026)

ii. Elizabeth ¶16-18: 'During the time Julia was staying with me, I observed that she was struggling emotionally and needed support. During that time, I helped with childcare, supervision, transportation, and day-to-day support for Julia and Sandra. During the height of the crisis period, Julia was not functioning as though she could safely handle everything entirely on her own without support.'

(Elizabeth ¶16-18 | DCL_03)

iii. Katelyn ¶12-13: 'I observed that Julia was emotionally unstable, overwhelmed, and in need of support. During the height of the crisis, I did not believe Julia should be left entirely alone without support while she was responsible for Sandra.'

(Katelyn ¶12-13 | DCL_04)

E. Both independent witnesses are registered nurses who observed Julia's crisis firsthand and provide sworn testimony from direct family-care involvement.

(Elizabeth ¶2, ¶16-18 | DCL_03 — Katelyn ¶2, ¶7-15 | DCL_04)

Evidence:

i. Elizabeth Nibarger — registered nurse — observed Julia's emotional instability, provided housing and day-to-day support, and helped supervise Sandra during the crisis period.

(Elizabeth ¶2, ¶16-18 | DCL_03)

ii. Katelyn Nibarger — registered nurse — responded to the Feb. 19 crisis, took Julia for emergency psychiatric services, described the Feb. 26 crisis, and Elizabeth confirms the hospital transport sequence.

(Katelyn ¶2, ¶7-9, ¶14-15 | DCL_04 — Elizabeth ¶10-11 | DCL_03)

Conclusion

Respondent respectfully submits that the cited medical records and sworn declarations document the severity of Julia's crisis: inpatient admission for expressed thoughts of self-harm, multiple crisis events, and ongoing prescribed medication and mental health treatment — corroborated by sworn declarations from two registered nurses and by Julia's own sworn declaration. Respondent's statements to command were consistent with the documented medical record.

4. Allegation 4 — False Statements Concerning Sandra's Care

Counseling Statement: "Your child remains in the care of the mother, contrary to your previous statement that the child was staying with your sister."

Regulatory Reference: General misconduct — false statements

Multiple independent witnesses with direct personal knowledge provide sworn accounts consistent with respondent's statements. Sandra was in family care during Julia's hospitalizations and crisis periods.

RESPONSE: DENIES

Response:

A. Julia underwent documented mental health crisis in February 2026 including hospitalizations — Sandra was placed in family care during these periods, exactly as respondent communicated to command

Evidence:

i. Katelyn ¶7-15: Julia in acute emotional distress 02/19/2026 — 'I don't want to live anymore' — taken for emergency psychiatric services; second crisis 02/26/2026 with Julia 'describing seeing danger or death in ordinary objects'

(Katelyn ¶7-15 | DCL_04)

ii. Elizabeth ¶9-14: Confirms hospitalizations; 'When Julia left the apartment, Sandra remained in family care and was not abandoned'

(Elizabeth ¶9-14 | DCL_03)

iii. Both Elizabeth and Katelyn are registered nurses who observed the situation firsthand and provide sworn testimony

(Elizabeth ¶1-3, ¶5-18 | DCL_03 — Katelyn ¶1-3, ¶6-18 | DCL_04)

B. Julia left the apartment and moved into Elizabeth Nibarger's home — Julia continues to reside with Elizabeth with no planned change in that arrangement

Evidence:

i. Julia ¶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.'

(Julia ¶27 | DCL_02)

ii. Elizabeth ¶6-7: 'After Julia's first hospital visit in February 2026, Julia moved into my home and has continued living with me since that time. There are no immediate plans for Julia to live on her own or outside that support arrangement.'

(Elizabeth ¶6-7 | DCL_03)

iii. Julia ¶28: Corrects 'left the baby' framing — '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.'

(Julia ¶28 | DCL_02)

iv. Katelyn ¶10: 'After that first hospital visit, Julia moved into Elizabeth's home and primarily stayed there during the crisis period.'

(Katelyn ¶10 | DCL_04)

C. Sandra received continuous family care and medical attention throughout the crisis period — including a surgical eye procedure attended by family while Julia was hospitalized

Evidence:

i. Katelyn ¶18: 'Sandra remained in family care during the crisis periods and was not abandoned.'

(Katelyn ¶18 | DCL_04)

ii. Katelyn ¶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.'

(Katelyn ¶19 | DCL_04)

iii. Elizabeth ¶14-15: 'When Julia left the apartment, Sandra remained in family care and was not abandoned. Sandra was at times in my care and at times in Katelyn's care during that period.'

(Elizabeth ¶14-15 | DCL_03)

D. Hospital records confirm the Feb. 19 ER visit and the Feb. 26-Mar. 4 inpatient admission; the child nodes below align those dates with family-care declarations.

(MED_01 | JPS Psychiatric Emergency Center — After Visit Summary — Feb 19, 2026 | MED_02 | JPS Health Network — Transition Aftercare Plan — Inpatient Feb 26 – Mar 4, 2026 — Elizabeth ¶10-11 | DCL_03 — Katelyn ¶16-18 | DCL_04)

Evidence:

i. MED_01 discharge date Feb 19 aligns with Katelyn ¶7: Julia came to Katelyn in acute distress on or about Feb 19 — same day as psychiatric ER discharge

(MED_01 | JPS Psychiatric Emergency Center — After Visit Summary — Feb 19, 2026 | Katelyn ¶7 | DCL_04)

ii. MED_02 admission date Feb 26 aligns with Katelyn ¶14: Julia experienced second crisis on or about Feb 26 — same day as inpatient admission

(MED_02 | JPS Health Network — Transition Aftercare Plan — Inpatient Feb 26 – Mar 4, 2026 | Katelyn ¶14 | DCL_04)

iii. Elizabeth ¶10-11: 'During Julia's first crisis event and hospital visit in February 2026, Sandra was with me while Katelyn took Julia for emergency psychiatric evaluation. During Julia's second crisis event later in February 2026, I took Julia to the hospital for

further treatment while Sandra was with Katelyn.'

(Elizabeth ¶10-11 | DCL_03)

iv. Katelyn ¶16-18: 'During that second crisis, Sandra was with me and was not left unattended ... Sandra remained in family care during the crisis periods and was not abandoned.'

(Katelyn ¶16-18 | DCL_04)

Conclusion

Respondent respectfully submits that the cited declarations address this allegation. Julia confirms in her own sworn statement that she left the apartment and moved into Elizabeth's home, and clarifies the characterization of Sandra's care. Sandra was in continuous family care by two registered nurses, including through a surgical eye procedure attended by Katelyn during Julia's hospitalization. Respondent's statements to command were consistent with these sworn accounts.

5. Allegation 5 — False or Misleading Statements Concerning CPS Risk

Counseling Statement: "Child Protective Services (CPS) were not contacted or involved in the situation as previously described."

Regulatory Reference: General misconduct — false statements

Respondent's statements regarding CPS were based on information received from credible family members — both registered nurses — who were present and observed the crisis firsthand.

RESPONSE: DENIES

Response:

A. The CPS concern originated with family members — not with respondent. Respondent relayed information received from sisters who were present during Julia's crisis.

(SUP_01 | Supporting Evidence — Additional Documentation)

Evidence:

i. Katelyn ¶21-23: 'I communicated to Adam that Julia was in serious crisis and that CPS involvement was a real possibility. I also communicated updates to Adam concerning Julia's condition, hospitalization, instability, and Sandra's care arrangements as those events were occurring. 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.'

(Katelyn ¶21-23 | DCL_04)

ii. Elizabeth ¶21-24: Corroborates crisis circumstances and communications to Adam regarding Sandra's welfare

(Elizabeth ¶21-24 | DCL_03)

B. Respondent's statements to command were reactive — made in response to direct questioning — not affirmative misrepresentation

Evidence:

i. Adam ¶15-18: Statements regarding CPS were made based on information received from family members present during Julia's hospitalization — specifically 'warnings and updates from Katelyn and Elizabeth'

(Adam ¶15-18 | DCL_01)

C. Hospital records confirm the crisis that prompted CPS concern was real — Julia was diagnosed with Suicidal Ideation and Major Depressive Disorder requiring an ER visit and subsequent inpatient admission; concern about child welfare during such a crisis was reasonable

(MED_01 | JPS Psychiatric Emergency Center — After Visit Summary — Feb 19, 2026 | MED_02 | JPS Health Network — Transition Aftercare Plan — Inpatient Feb 26 – Mar 4, 2026 | Katelyn ¶22-23 | DCL_04)

Evidence:

i. Coded diagnosis of Suicidal Ideation (R45.851) is consistent with the severity communicated by family members to respondent

(MED_02 | JPS Health Network — Transition Aftercare Plan — Inpatient Feb 26 – Mar 4, 2026 — Patient Diagnoses)

D. Texas Family Code § 261.101(a) establishes reporting obligations when there is cause to believe a child's welfare may be adversely affected. The circumstances documented in this response — including a parent diagnosed with Suicidal Ideation while sole custodian of an infant — are consistent with conditions that may give rise to those obligations

(Texas Family Code § 261.101(a) — Texas mandatory reporting framework)

Evidence:

i. Texas Family Code § 261.101(a): Any person who has cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect by any person shall immediately make a report — professionals (including nurses) face criminal penalties for failure to report under § 261.109

(Texas Family Code § 261.101(a), § 261.109)

ii. Julia was diagnosed with Suicidal Ideation (R45.851) while serving as sole custodial parent of 9-month-old Sandra — two registered nurses (Elizabeth and Katelyn) were providing direct care and observed conditions that could trigger mandatory reporting obligations under Texas law

(MED_02 | JPS Health Network — Transition Aftercare Plan — Inpatient Feb 26 – Mar 4, 2026 — Katelyn ¶20-24 | DCL_04 — Elizabeth ¶21-24 | DCL_03)

iii. Katelyn and Elizabeth — both licensed Texas RNs — communicated CPS concern to Adam based on their professional observations of the crisis, consistent with their mandatory reporting awareness

(Katelyn ¶20-23 | DCL_04 — Elizabeth ¶21-24 | DCL_03)

Conclusion

Respondent respectfully submits that the cited declarations demonstrate he relayed information received from credible family witnesses — both registered nurses with awareness of mandatory reporting obligations. The CPS concern was grounded in Julia's documented February 2026 mental health crisis — Suicidal Ideation while sole custodian of an infant — and was consistent with the reporting framework under Texas Family Code § 261.101(a).

6. Allegation 6 — Red Cross Message Determined to Have No Connection

Counseling Statement: "The Red Cross message that was alleged to have been initiated was reviewed and determined to have no connection to you or your dependents."

Regulatory Reference: General misconduct — false statements

The Red Cross message was initiated by respondent's family in response to a documented crisis. The case was closed due to hospital administrative non-response, as reflected in the Red Cross case update.

RESPONSE: DENIES

Response:

A. The Red Cross message was initiated by respondent's family, and Julia authorized release of medical information for the inquiry, with the specific initiation and release facts stated in the child evidence nodes below.

(SUP_02 | American Red Cross — SAF Case Created Notification — SUP_03 | American Red Cross — Service Request #2696163)

Evidence:

i. Red Cross inquiry was initiated by respondent's family members in response to Julia's genuine mental health crisis and hospitalization in February 2026

(SUP_02 | American Red Cross — SAF Case Created Notification — Katelyn ¶7-15 | DCL_04 — Elizabeth ¶10-12 | DCL_03)

ii. Julia Nibarger signed the release of medical records authorizing the Red Cross to obtain information from JPS (John Peter Smith Hospital)

(SUP_03 | American Red Cross — Service Request #2696163)

B. The Red Cross case was closed because JPS did not respond to the inquiry, with the call timing and closure reason stated in the child evidence nodes below.

(SUP_04 | American Red Cross — Case Update #2696163)

Evidence:

i. Red Cross contacted John Nibarger (father of respondent) at 2109 hrs on March 17, 2026 to confirm the case was filed but being closed due to non-response from JPS

(SUP_04 | American Red Cross — Case Update #2696163)

ii. Closure reason documented as hospital administrative non-response

(SUP_04 | American Red Cross — Case Update #2696163)

C. The underlying crisis that prompted the Red Cross inquiry was real and documented — Julia was hospitalized for mental health emergency including expressed thoughts of self-harm

Evidence:

i. *Katelyn ¶7-9: Julia came to Katelyn in acute distress — 'I don't want to live anymore' — taken for emergency psychiatric services*

(Katelyn ¶7-9 | DCL_04)

ii. *Katelyn ¶14-15: Second crisis — Julia described seeing danger or death in ordinary objects (knives, rocks, shovels)*

(Katelyn ¶14-15 | DCL_04)

D. JPS records confirm Julia was an active JPS patient during the same period the Red Cross inquiry was directed to JPS, tying the inquiry to a real, documented patient record.

(MED_01 | JPS Psychiatric Emergency Center — After Visit Summary — Feb 19, 2026 | MED_02 | JPS Health Network — Transition Aftercare Plan — Inpatient Feb 26 – Mar 4, 2026 | SUP_02 | American Red Cross — SAF Case Created Notification | SUP_03 | American Red Cross — Service Request #2696163 | SUP_04 | American Red Cross — Case Update #2696163)

Evidence:

i. Julia's JPS Medical Record Number (MRN) (51790087) appears on both the Feb 19 ER visit and Feb 26 inpatient admission — confirming she was an active JPS patient when the Red Cross contacted JPS

(MED_01 | JPS Psychiatric Emergency Center — After Visit Summary — Feb 19, 2026 | MED_02 | JPS Health Network — Transition Aftercare Plan — Inpatient Feb 26 – Mar 4, 2026 — patient header)

ii. Julia's JPS patient records and the Red Cross case documentation are consistent with a connection between the inquiry and respondent's family

(SUP_04 | American Red Cross — Case Update #2696163 — MED_01 | JPS Psychiatric Emergency Center — After Visit Summary — Feb 19, 2026 | MED_02 | JPS Health Network — Transition Aftercare Plan — Inpatient Feb 26 – Mar 4, 2026)

Conclusion

Respondent respectfully submits that the cited records demonstrate the Red Cross message was initiated by respondent's family in response to a documented mental health crisis (SUP_02, SUP_03), and that Julia signed the medical records release authorizing the inquiry. The case was closed due to hospital non-response (SUP_04), as documented in the Red Cross case update.

7. Allegation 7 — Dependent Did Not Clear Residence as Stated

Counseling Statement: "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."

Regulatory Reference: General misconduct — false statements

Julia left the apartment and moved into Elizabeth's home, taking personal belongings. The apartment was not fully vacated as downsizing discussions between Julia and respondent were ongoing.

RESPONSE: DENIES

Response:

A. Julia did leave the apartment — she moved into Elizabeth Nibarger's home after her first hospitalization and has continued living there since, with no plans to return

Evidence:

i. Julia ¶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.'

(Julia ¶27 | DCL_02)

ii. Elizabeth ¶6-7: Confirms Julia moved into her home and has continued living there; no immediate plans for Julia to live on her own

(Elizabeth ¶6-7 | DCL_03)

iii. Katelyn ¶10: 'After that first hospital visit, Julia moved into Elizabeth's home and primarily stayed there during the crisis period.'

(Katelyn ¶10 | DCL_04)

B. Julia took personal belongings when she left — the apartment was not 'cleared' because discussions about downsizing, reducing expenses, and handling property were ongoing between Julia and respondent

Evidence:

i. Adam ¶22-25: Discussions about moving, selling items, and reducing property were motivated by desire to reduce overhead and address debt; these discussions predated Julia's departure

(Adam ¶22-25 | DCL_01)

ii. Julia ¶29-31: '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.'

(Julia ¶29-31 | DCL_02)

iii. Julia ¶33: 'The disagreement between us was about how to handle the apartment, household property, and the cats.'

(Julia ¶33 | DCL_02)

Conclusion

Respondent respectfully submits that the cited declarations address this allegation. Julia confirms in her own sworn statement that she moved out of the apartment and into Elizabeth's home. Personal items were removed; the residence was not fully cleared because downsizing discussions were ongoing. Respondent's statements to command were consistent with these sworn accounts.

8. Allegation 8 — Online App Activity and Article 134 UCMJ Warning

Counseling Statement: "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."

Regulatory Reference: AR 608-99 — Article 134 UCMJ

AR 608-99 addresses financial support obligations. Article 134 (Extramarital Sexual Conduct) requires proof of sexual conduct of a physical nature as defined in 2024 MCM ¶99.c.(2).

RESPONSE: DENIES**Response:**

A. Respondent acknowledges online app use but states it was limited to messaging only — no physical meetings occurred and no physical extramarital conduct at any time during the marriage.

(Adam ¶14 | DCL_01)

B. AR 608-99 addresses financial support obligations. The cited records document those obligations as met throughout the period.

(AR 608-99 — scope and statutory purpose)

C. Article 134 (Extramarital Sexual Conduct) requires proof of sexual conduct of a physical nature as defined in 2024 MCM ¶99.c.(2). The conduct acknowledged here does not meet that standard.

(UCMJ Article 134 — Manual for Courts-Martial)

D. Household support obligations remained current throughout the period, with rent, utility, and insurance proof broken out in the child evidence nodes below.

(BNK_24 | USAA Joint Checking #3114 — Statement Period 12/19/2025–01/16/2026 | BNK_01 | USAA Joint Checking #3114 — Statement Period 01/17/2026–02/18/2026 | BNK_25 | USAA Joint Checking #3114 — Statement Period 02/19/2026–03/18/2026 | HSG_02 | Conservice — January 2026 Rent (Due 01/01/2026, Statement Date 12/12/2025) | HSG_03 | Conservice — February 2026 Rent (Due 02/01/2026, Statement Date 01/17/2026) | HSG_04 | Conservice — March 2026 Rent (Due 03/01/2026, Statement Date 02/11/2026) | UTL_01 | Gexa Energy — January 2026 | UTL_02 | Gexa Energy — February 2026 | UTL_03 | Gexa Energy — March 2026 | INS_01 | USAA Renters Insurance Certificate | INS_02 | USAA Renters Insurance Policy Details | INS_03 | USAA Auto Insurance — Julia TX Liability Card | INS_04 | USAA Auto Insurance Policy Docs — Adam Nibarger)

Evidence:

i. Rent remained current throughout the period, with Jan-Mar charges paid from joint #3114 and the ledger showing continued current status into Apr 2026.

(HSG_01 | Alta Marine Creek — Rent History Summary | HSG_02 | Conservice — January 2026 Rent (Due 01/01/2026, Statement Date 12/12/2025) | HSG_03 | Conservice — February 2026 Rent (Due 02/01/2026, Statement Date 01/17/2026) | HSG_04 | Conservice — March 2026 Rent (Due 03/01/2026, Statement Date 02/11/2026) | HSG_05 | Conservice — April 2026 Rent (Due 04/01/2026, Statement Date 03/17/2026) | BNK_01 | USAA Joint Checking #3114 — Statement Period 01/17/2026–02/18/2026 | BNK_25 | USAA Joint Checking #3114 — Statement Period 02/19/2026–03/18/2026)

ii. Essential utilities remained current: Jan Gexa paid 01/26/2026, Feb autopay posted 02/25/2026, and Mar billing remained scheduled in the same cycle.

(UTL_01 | Gexa Energy — January 2026 | UTL_02 | Gexa Energy — February 2026 | UTL_03 | Gexa Energy — March 2026 | BNK_01 | USAA Joint Checking #3114 — Statement Period 01/17/2026–02/18/2026 | BNK_25 | USAA Joint Checking #3114 — Statement Period 02/19/2026–03/18/2026)

iii. Insurance support also remained current through the period, with USAA renters and auto coverage active for the household.

(INS_01 | USAA Renters Insurance Certificate | INS_02 | USAA Renters Insurance Policy Details | INS_03 | USAA Auto Insurance — Julia TX Liability Card | INS_04 | USAA Auto Insurance Policy Docs — Adam Nibarger | BNK_01 | USAA Joint Checking #3114 —

Statement Period 01/17/2026–02/18/2026)

Conclusion

Respondent respectfully submits that the conduct acknowledged — online messaging only, with no physical meetings and no physical extramarital conduct at any time during the marriage — does not meet the elements of Article 134 (Extramarital Sexual Conduct), which requires proof of sexual conduct of a physical nature as defined in 2024 MCM ¶99.c.(2). AR 608-99 addresses financial support obligations, which the cited records demonstrate were met throughout the period.

PLAN OF ACTION — MARCH 16, 2026

1. Requirement:

"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."

(DA Form 4856, March 16, 2026 — Plan of Action item 1 | ALG_F2)

Response: This response packet is submitted within the March 20, 2026 deadline. It contains substantiated, verifiable proof addressing each allegation: sworn declarations from four witnesses, certified financial records, and documented evidence contradicting the information provided to command. Each allegation is addressed point-by-point in the sections above.

(This document and all attached exhibits)

2. Requirement:

"You will ensure you are providing appropriate financial support to your dependent in accordance with Army regulations and guidance from the chain of command."

(DA Form 4856, March 16, 2026 — Plan of Action item 2 | ALG_F2)

Response: Financial support has been continuous and documented prior to, during, and continuing through the allegations period — BAH deposited to joint account, rent paid every cycle, utilities paid, insurance active, direct cash transfers made. Full evidence record assembled in Section I.

(See ALG_001 (Failure to Provide Adequate Support) — ALG_002 (Failure to Provide BAH) evidence records)

3. Requirement:

"You will follow the guidance and corrective pathways provided by the command team to resolve the issue regarding dependent support."

(DA Form 4856, March 16, 2026 — Plan of Action item 3 | ALG_F2)

Response: Acknowledged — this formal written response is the corrective pathway. Respondent has assembled the complete financial and documentary record to resolve the issue.

4. Requirement:

"You will provide any requested documentation or clarification regarding the support being provided to your dependent if requested by leadership."

(DA Form 4856, March 16, 2026 — Plan of Action item 4 | ALG_F2)

Response: Documentation provided — complete exhibit package attached. Respondent remains available to provide additional documentation or clarification as requested.

(Full exhibit inventory — see Index of Exhibits)

5. Requirement:

"You will communicate with leadership regarding any updates or changes to the situation involving your dependent support."

(DA Form 4856, March 16, 2026 — Plan of Action item 5 | ALG_F2)

Response: Acknowledged — respondent will continue to communicate with leadership regarding dependent support matters.

Conclusion

Respondent respectfully submits that this response packet is submitted within the March 20, 2026 deadline established in Plan of Action item 1. The foregoing responses, sworn declarations, and accompanying exhibits address each Plan of Action item from the March 16, 2026 counseling. Respondent remains available to provide additional documentation or clarification as requested by leadership.

SECTION III — DA FORM 4856 SIGNATURE

9. Allegation 9 — DA Form 4856 Signature as Admission of Allegations

Counseling Statement: "[Implicit: Respondent's signature and 'I agree' selection on DA Form 4856 constitutes admission that allegations are true]"

Regulatory Reference: AR 600-20 — DA Pamphlet 600-2

DA Form 4856 'I agree' checkbox refers to acknowledgment that counseling occurred and that the plan of action was discussed — not agreement that every factual allegation is true. The form's own structure provides for a written response, which is this document.

RESPONSE: DENIES

Response:

A. Respondent's signature and 'I agree' selection acknowledge counseling receipt and participation, not factual admission of every allegation, as shown by the declaration and regulation nodes below.

(ALG_F1 | DA Form 4856 — March 11, 2026 Counseling (Failure to Support Dependent) — ALG_F2 | DA Form 4856 — March 16, 2026 Counseling (Follow-Up / Assessment))

Evidence:

i. Adam ¶31-32: *'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. 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.'*

(Adam ¶31-32 | DCL_01)

ii. Adam ¶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.'*

(Adam ¶34 | DCL_01)

iii. AR 600-20 and DA Pam 600-2 treat the DA Form 4856 signature as acknowledgment of counseling and participation, not as a factual confession to every allegation on the form.

(AR 600-20 | DA Pamphlet 600-2)

B. The counseling process itself contemplated a later written response by March 20, 2026, so the matter was not concluded at signature.

(ALG_F2 | DA Form 4856 — March 16, 2026 Counseling (Follow-Up / Assessment) — Plan of Action item 1)

Evidence:

i. Plan of Action item 1: Respondent given deadline of 1900 hrs March 20, 2026 to provide substantiated, verifiable proof — the existence of this deadline demonstrates the counseling anticipated a written response, not a concluded admission

(ALG_F2 | DA Form 4856 — March 16, 2026 Counseling (Follow-Up / Assessment) — Plan of Action)

ii. Adam ¶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.'*

(Adam ¶35 | DCL_01)

iii. Army counseling procedure contemplates a written response after counseling, so the March 20 deadline is consistent with a continuing response process rather than a closed admission at signature.

(AR 600-20 | DA Pamphlet 600-2)

C. DA Form 4856 signature acknowledges receipt and participation in counseling — Army regulation does not treat the 'I agree' checkbox as a waiver of the soldier's right to respond or as an admission of the underlying facts

(AR 600-20 — DA Pamphlet 600-2)

Evidence:

i. AR 600-20: Signature on DA Form 4856 acknowledges receipt and participation in counseling; the form itself provides the mechanism for written response

(AR 600-20)

ii. This packet functions as respondent's formal written response submitted within the counseling deadline, with Adam's declaration explaining why the records are organized here rather than at the counseling itself.

(ALG_F2 | DA Form 4856 — March 16, 2026 Counseling (Follow-Up / Assessment) — Plan of Action)

— *Adam ¶35 explains that he did not have the rebuttal records organized in this form at the time of counseling, which is why this packet functions as the written response contemplated by the counseling deadline.*

(Adam ¶35 | DCL_01)

Conclusion

Respondent respectfully submits that his signature acknowledged receipt of counseling and participation in the counseling session, consistent with DA Pamphlet 600-2 and AR 600-20. The counseling itself established a March 20 deadline for respondent to provide substantiated proof — confirming that the process anticipated this written response. This packet is submitted within that deadline as the authorized response.

CONTEXT AND SUMMARY

1. The allegations addressed in this response arose during a period of geographic separation caused by respondent's active-duty military assignment — respondent entered active service on November 4, 2025 and was stationed at Fort Sam Houston for AIT while his family remained in the Fort Worth area

(Adam ¶¶37-38 | DCL_01)

2. During the period covered by the counseling statements, respondent's spouse Julia Nibarger experienced two psychiatric emergencies — the first on or about February 19, 2026 (ER visit) involving suicidal ideation, and the second on or about February 26, 2026 (inpatient admission through March 4) involving perceptual disturbances and suicidal ideation

(Katelyn ¶¶7-9, ¶¶14-15 | DCL_04 — Elizabeth ¶¶10-11 | DCL_03)

3. The dependent child Sandra Nibarger was born May 10, 2025 at approximately 11 weeks premature, remained in the NICU through August 10, 2025, required a surgical eye procedure during the February 2026 crisis period, and has continued ongoing medical needs

(Adam ¶¶42-44 | DCL_01 — Katelyn ¶19 | DCL_04 — Elizabeth ¶12 | DCL_03)

4. During Julia's hospitalizations and crisis periods, Sandra remained in the continuous care of family members Elizabeth Nibarger and Katelyn Nibarger — both registered nurses — and was never abandoned or left unattended

(Elizabeth ¶¶9-15 | DCL_03 — Katelyn ¶¶16-18 | DCL_04)

5. Respondent respectfully submits that the sworn declarations and governing authorities address the counseling allegations and rebut any inference that acknowledged online messaging establishes Article 134 (Extramarital Sexual Conduct). The acknowledged conduct remains non-physical, and the packet also documents that AR 608-99 support obligations were met.

(DCL_01 | DCL_02 | DCL_03 | DCL_04 | UCMJ Article 134 | Manual for Courts-Martial | AR 608-99 ¶2-9)

6. Respondent respectfully submits that rent, essential utilities, and property-insurance obligations remained current before, during, and after the counseling period through accounts funded by respondent's military pay, as shown by the cited housing, utility, insurance, and bank records.

(BNK_01 | BNK_25 | HSG_01 | HSG_02 | HSG_03 | HSG_04 | HSG_05 | UTL_01 | UTL_02 | UTL_03 | INS_01 | INS_02 | INS_03 | INS_04)

INDEX OF EXHIBITS

Exhibits are available for review at <https://nibarger-response.project51.cloud> (PIN: 0319) or in the attached physical exhibit binder.

Exhibit ID	Description	Category
ALG_F1	DA Form 4856 — March 11, 2026 Counseling (Failure to Support Dependent)	Counseling Forms
ALG_F2	DA Form 4856 — March 16, 2026 Counseling (Follow-Up / Assessment)	Counseling Forms
BNK_24	USAA Joint Checking #3114 — Statement Period 12/19/2025–01/16/2026	Banking (Redacted)
BNK_01	USAA Joint Checking #3114 — Statement Period 01/17/2026–02/18/2026	Banking (Redacted)
BNK_25	USAA Joint Checking #3114 — Statement Period 02/19/2026–03/18/2026	Banking (Redacted)
BNK_21	USAA Savings #7088 — Julia Personal Savings — December 2025	Banking (Redacted)
BNK_22	USAA Savings #7088 — Julia Personal Savings — January 2026	Banking (Redacted)
BNK_06	USAA Savings #7088 — Julia Personal Savings — February 2026	Banking (Redacted)
INS_01	USAA Renters Insurance Certificate	Insurance
INS_02	USAA Renters Insurance Policy Details	Insurance
INS_03	USAA Auto Insurance — Julia TX Liability Card	Insurance
INS_04	USAA Auto Insurance Policy Docs — Adam Nibarger	Insurance
UTL_01	Gexa Energy — January 2026	Utilities
UTL_02	Gexa Energy — February 2026	Utilities
UTL_03	Gexa Energy — March 2026	Utilities
HSG_01	Alta Marine Creek — Rent History Summary	Housing
HSG_02	Conservice — January 2026 Rent (Due 01/01/2026, Statement Date 12/12/2025)	Housing
HSG_03	Conservice — February 2026 Rent (Due 02/01/2026, Statement Date 01/17/2026)	Housing

HSG_04	Conservice — March 2026 Rent (Due 03/01/2026, Statement Date 02/11/2026)	Housing
HSG_05	Conservice — April 2026 Rent (Due 04/01/2026, Statement Date 03/17/2026)	Housing
MIL_01	DFAS LES — January 2026	Military Pay
MIL_02	DFAS LES — February 2026	Military Pay
MIL_03	DFAS Net Pay Advice — March 2026	Military Pay
SUP_01	Supporting Evidence — Additional Documentation	Supporting Evidence
SUP_02	American Red Cross — SAF Case Created Notification	Supporting Evidence
SUP_03	American Red Cross — Service Request #2696163	Supporting Evidence
SUP_04	American Red Cross — Case Update #2696163	Supporting Evidence
DCL_01	Declaration of Adam D. Nibarger	Declarations
DCL_02	Declaration of Julia E. Nibarger	Declarations
DCL_03	Declaration of Elizabeth Nibarger	Declarations
DCL_04	Declaration of Katelyn Nibarger	Declarations
MED_01	JPS Psychiatric Emergency Center — After Visit Summary — Feb 19, 2026	Medical
MED_02	JPS Health Network — Transition Aftercare Plan — Inpatient Feb 26 – Mar 4, 2026	Medical

DECLARATION REFERENCE

Full sworn declarations are submitted as separate signed documents (Exhibits DCL_01 through DCL_04). Summary reference below:

Exhibit	Declarant	Role	Length
DCL_01	Adam D. Nibarger	Respondent	46 paragraphs
DCL_02	Julia E. Nibarger	Spouse / Complainant	45 paragraphs
DCL_03	Elizabeth Nibarger	Corroborating Witness (sister)	26 paragraphs
DCL_04	Katelyn Nibarger	Corroborating Witness (sister)	25 paragraphs

— END OF FORMAL WRITTEN RESPONSE —