

AIR FORCE DISCHARGE REVIEW BOARD HEARING RECORD

NAME OF SERVICE MEMBER (LAST, FIRST MIDDLE INITIAL) [REDACTED]		GRADE AB	AFSN/SSAN [REDACTED]	
TYPE	PERSONAL APPEARANCE	X RECORD REVIEW		
COUNSEL		ADDRESS AND OR ORGANIZATION OF COUNSEL		
YES	NO			
	X			
MEMBERS SITTING		VOTE OF THE BOARD		
		HON	GEN	UOTUC
				OTHER
				DENY
[REDACTED]				X
[REDACTED]				X
[REDACTED]				X
[REDACTED]				X
[REDACTED]				X
ISSUES A94.05		INDEX NUMBER A67.30		
HEARING DATE 5 JUN 03		EXHIBITS SUBMITTED TO THE BOARD		
		1 ORDER APPOINTING THE BOARD		
		2 APPLICATION FOR REVIEW OF DISCHARGE		
		3 LETTER OF NOTIFICATION		
		4 BRIEF OF PERSONNEL FILE		
		COUNSEL'S RELEASE TO THE BOARD		
		ADDITIONAL EXHIBITS SUBMITTED AT TIME OF PERSONAL APPEARANCE		
		TAPE RECORDING OF PERSONAL APPEARANCE HEARING		
APPLICANT'S ISSUE AND THE BOARD'S DECISIONAL RATIONALE ARE DISCUSSED ON THE ATTACHED AIR FORCE DISCHARGE REVIEW BOARD DECISIONAL RATIONALE.				
REMARKS Case heard at Scott AFB, Illinois. Advise applicant of the decision of the Board and the right to submit an application to the AFBCMR.				
SIGNATURE OF RECORDER [REDACTED]		SIGNATURE OF BOARD PRESIDENT [REDACTED]		
INDORSEMENT			DATE: 5 JUN 03	
TO: SAF/MIHR 550 C STREET WEST, SUITE 40 RANDOLPH AFB, TX 78150-4742		FROM: SECRETARY OF THE AIR FORCE PERSONNEL COUNCIL AIR FORCE DISCHARGE REVIEW BOARD 1535 COMMAND DR, EE WING, 3 RD FLOOR ANDREWS AFB, MD 20762-7002		

AIR FORCE DISCHARGE REVIEW BOARD DECISIONAL RATIONALE

CASE NUMBER

FD2001-0515

GENERAL: The applicant appeals for upgrade of discharge to Honorable.

The applicant was offered a personal appearance before the Discharge Review Board (DRB) but declined to exercise this right.

The attached brief contains available pertinent data on the applicant and the factors leading to the discharge.

FINDINGS: Upgrade of discharge to Honorable is denied.

The Board finds that neither the evidence of record or that provided by the applicant substantiates an impropriety or inequity that would justify upgrade of the discharge.

ISSUES: The applicant was discharged with an Under Other Than Honorable Conditions (UOTHC) Discharge for Misconduct, specifically for discreditable involvement with military authorities. The record indicates the applicant received three Article 15s, a Vacation action on a suspended UCMJ offense, five Letters of Reprimand, and a Letter of Counseling for failure to pay just debts, failure to go, giving false statement, dereliction of duty and for being AWOL. The applicant contends that his commander was trying to make an example out of him and that his misconduct was due to his son's health problems. These issues are without merit as the record clearly shows, he engaged in a pattern of misconduct. The DRB took note of the applicant's duty performance as documented by his performance reports and other information contained in the records. They found the seriousness of the willful misconduct offset any positive aspects of the applicant's duty performance. The Board concluded the discharge was appropriate for the reasons that were the basis for this case. The DRB concluded that the characterization of the applicant's discharge was appropriate due to the misconduct.

CONCLUSIONS: The Discharge Review Board concludes that the discharge was consistent with the procedural and substantive requirements of the discharge regulation and was within the discretion of the discharge authority and that the applicant was provided full administrative due process.

Attachment:
Examiner's Brief

DEPARTMENT OF THE AIR FORCE
AIR FORCE DISCHARGE REVIEW BOARD
ANDREWS AFB, MD

(Former AB) (HGH A1C)

269-74-5903

1. **MATTER UNDER REVIEW:** Appl rec'd a UOTH Disch fr USAF 00/10/17 UP AFI 36-3208, para 5.50.1 (Misconduct - Discreditable Involvement with Military Authorities). Appeals for Honorable Disch.

2. **BACKGROUND:**

a. DOB: 76/12/30. Enlmt Age: 19 11/12. Disch Age: 23 9/12. Educ: HS DIPL. AFQT: N/A. A-77, E-45, G-34, M-16. PAFSC: 3A031 - Information Management Apprentice. DAS: 98/09/30.

- b. Prior Sv: (1) AFRes 96/01/10 - 96/04/03 (2 months 24 days) (Inactive).
(2) AFRes 96/05/23 - 97/07/19 (1 month 26 days) (Inactive).
(3) AFRes 97/06/25 - 98/03/03 (8 months 6 days) (Inactive).
(4) AFRes 98/05/13 - 98/05/27 (14 days) (Inactive).

3. **SERVICE UNDER REVIEW:**

a. Enlisted as AB 98/05/28 for 4 yrs. Svd: 02 Yrs 04 Mo 20 Das, all AMS.

b. Grade Status: AB - 00/03/10 (Article 15, 00/03/10)
AMN - 99/12/02 (Article 15, Vacation, 00/01/03)
A1C - 99/10/28
AMN - 98/11/28

c. Time Lost: 6 days.

d. Art 15's: (1) 00/08/04, Holloman AFB, NM - Article 86. You, did, on or about 5 Jul 00, without authority, absent yourself from your place of duty at which time you were required to be, and did remain so absent until on or about 12 Jul 00. Article 107. You, did, on or about 23 Jun 00, with intent to deceive, make to 1Lt -----, the Logistics Plans Flight Commander, an official statement, to wit: that you were going to El Paso, Texas to pick your son up from the airport, or words to that effect, which statement was totally false and was then known by you to be so false. Restriction to Holloman AFB, NM, for 45 days, 45 days extra duty. Forfeiture of \$250.00 pay per month for 2 months (suspended until 3 Feb 01), and a reprimand. (No appeal) (No mitigation)

- (2) 00/03/10, Holloman AFB, NM - Article 107. You did, on or about 16 Dec 99, with intent to deceive, make to 2Lt -----, an official statement, to wit: that you would pay \$500.00 to ----- Bank immediately and the balance would be paid the very next pay period, which statement was totally false, and was then known by you to be so false. Article 134. You, being indebted to ----- in the sum of \$489.88, which amount became due and payable on or about 1 Feb 00, did, from 1 Feb 00 to 23 Feb 00, dishonorably fail to pay said debt. Restriction to Holloman AFB, NM for 45 days, 21 days extra duty, and reduction to AB. (No appeal) (No mitigation)
- (3) 00/01/03, Vacation, Holloman AFB, NM - Article 107. You did, on or about 13 Dec 99, with intent to deceive, make to LtCol ----- an official statement, to wit: that you had paid all but \$100.00 of the balance due on your ----- Government Card account, which statement was totally false, and was then known by you to be so false. Reduction to Airman. (No appeal) (No mitigation)
- (4) 99/12/02, Holloman AFB, NM - Article 134. You, being indebted to ----- in the sum of \$747.81 for government travel expenses, which amount became due and payable on or about 28 Aug 99, did, from on or about 28 Aug 99 to on or about 9 Nov 99, dishonorably fail to pay said debt. Restriction to Holloman AFB, NM for 20 days, and reduction to Amn (suspended until 1 Jun 00). (Appeal/Denied) (No mitigation)

e. Additional: LOC, 22 JAN 99 - Failure to pay just debt.
 LOR, 29 JAN 99 - Failure to pay just debt.
 LOR, 08 FEB 99 - Failure to go.
 LOR/UIF, 19 JUL 99 - Failure to pay just debt.
 LOR/UIF, 28 DEC 99 - Giving false statement.
 LOR/UIF, 16 JUN 00 - Dereliction of duty.

f. CM: none.

g. Record of SV: 98/05/28 - 00/12/26 Holloman AFB 2 (Initial)REF

(Discharged from Holloman AFB)

h. Awards & Decs: AFTR, AFOUA.

i. Stmt of Sv: TMS: (03) Yrs (06) Mos (00) Das
 TAMS: (02) Yrs (04) Mos (20) Das

4. BASIS ADVANCED FOR REVIEW: Appln (DD Fm 293) dtd 01/11/09.
 (Change Discharge to General)

Issue 1: I believe that my former commander went against her own words and tried to make an example out of me to my former squadron. She had previously agreed and began the proper process for a discharge of General because of the situation.

Issue 2: I ask that this board will understand that due to my son's health issues I made the right decision. My entire file is from bad judgements only to help my family.

ATCH

none..

02/04/23/ia



DEPARTMENT OF THE AIR FORCE

HEADQUARTERS 49TH FIGHTER WING (ACC)
HOLLOMAN AIR FORCE BASE, NEW MEXICO

FD 2001-0515

13 Sep 00

MEMORANDUM FOR 49 FW/CC

FROM: 49 FW/JA

SUBJECT: Legal Review, Administrative Discharge Action – AB [REDACTED]
[REDACTED]

1. EXECUTIVE SUMMARY: The attached file in the proposed discharge action against AB [REDACTED], has been reviewed and found legally sufficient to support administrative discharge under AFI 36-3208, Section H, paragraph 5.50.1, for Misconduct - Discreditable Involvement With Military Authorities, with an under other than honorable conditions (UOTHC) discharge characterization, without probation and rehabilitation (P & R).

2. BACKGROUND:

a. On 30 August 2000, Major [REDACTED] 49 MMSS/CC, notified AB [REDACTED] that she recommended he be discharged from the United States Air Force for a pattern of misconduct, discreditable involvement with military authorities, pursuant to AFI 36-3208, Section H, paragraph 5.50.1. Major [REDACTED] recommends an under other than honorable conditions (UOTHC) discharge characterization, without P & R. AB [REDACTED] acknowledged receipt of the letter of notification on 30 August 2000.

b. Pursuant to paragraph 6.2.2, respondent is entitled to a board hearing. Thus, this case is being processed by the procedure in Section C, Chapter 6, AFI 36-3208. AB [REDACTED] was given written notice of his commander's recommendation for discharge, of the reasons for the recommendation, and of the least favorable type of separation authorized. AB [REDACTED] was provided with copies of the documents to be forwarded to the separation authority in support of the recommendation. AB [REDACTED] was also advised of his rights to consult counsel, to submit statements to the separation authority, and to waive any or all of these rights. AB [REDACTED] has consulted counsel and has waived his right to a hearing before an administrative discharge board. AB [REDACTED] has submitted statements for the separation authority to consider.

3. PERSONAL DATA:

a. Date and Term of Enlistment: 28 May 1998, 4 years.

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b. Total Active Federal Military Service Date: 28 May 1998.

c. Performance Report: 28 May 1998 – 26 February 2000 (2), which was a referral EPR.

4. EVIDENCE FOR THE GOVERNMENT: This discharge recommendation is based on the following documented acts of misconduct:

a. Respondent did, at or near Holloman Air Force Base, New Mexico, on or about 16 December 1998, at [REDACTED] Credit of [REDACTED] dishonorably fail to pay his debts, which were then due and payable, to wit: total loan amount of \$145.00 and past due amount of \$59.45. He was also delinquent on his auto loan. For his misconduct, he received a Letter of Counseling on 22 January 1999.

b. Respondent did, at or near Holloman Air Force Base, New Mexico, between on or about November 1998 and on or about January 1999, at Personal Credit, Cash and Go, and Best Choice Financial, dishonorably fail to pay his just debts, which were then due and payable, to wit: a \$145.00 debt at Personal Credit, a \$320.00 debt at Cash and Go, and \$594.00 in debt at Best Choice Financial. For his misconduct, he received a Letter of Reprimand on 29 January 1999.

c. Respondent did, at or near Holloman Air Force Base, New Mexico, on or about 29 January 1999, fail to go at the time prescribed to his appointment with Mr. [REDACTED] of the Personnel Financial Management Office. For his misconduct, he received a Letter of Reprimand on 8 February 1999.

d. Respondent did, at or near Holloman Air Force Base, New Mexico, between on or about 18 May 1999 and on or about 13 July 1999, at Best Choice Financial Inc., dishonorably fail to pay his just debts, which were then due and payable, to wit: \$588.28 at Best Choice Financial. For his misconduct, he received a Letter of Reprimand with a corresponding UIF action on 19 July 1999.

e. Respondent, being indebted to NationsBank in the sum of \$747.81 for government travel expenses, which amount became due and payable on or about 28 August 1999, did, at or near Holloman Air Force Base, New Mexico, from on or about 28 August 1999 to on or about 9 November 1999, dishonorably fail to pay said debt. For his misconduct, he received nonjudicial punishment by Article 15, UCMJ, with a corresponding UIF action on 2 December 1999.

f. Respondent did, at or near Holloman Air Force Base, New Mexico, on or about 13 December 1999, with intent to deceive, make to his Commander, First Sergeant, and supervisor, Lt [REDACTED] an official statement, to wit: he had paid \$647.81 on his NationsBank account on or about 15 November 1999 and would pay the remaining \$100.00 on 15 December 1999, which statement was totally false and then known by him to be so false. For his misconduct, respondent received a Letter of Reprimand with a corresponding UIF action on 28 December 1999.

g. Respondent did, at or near Holloman Air Force Base, New Mexico, on or about 13 December 1999, with intent to deceive, make to Lieutenant Colonel [REDACTED] an official statement, to wit: that he had paid all but \$100.00 of the balance due on his NationsBank Government Card account, which statement was totally false, and was then known by him to be so false. For his misconduct, his previously suspended nonjudicial punishment was vacated on 3 January 2000.

h. Respondent did, at or near Holloman Air Force Base, New Mexico, on or about 16 December 1999, with intent to deceive, make to Second Lieutenant [REDACTED], an official statement, to wit: that he would pay \$500.00 to NationsBank immediately and the balance would be paid the very next pay period, which statement was totally false, and was then known by him to be so false. Respondent, being indebted to Bank of America in the sum of \$489.88, which amount became due and payable on or about 1 February 2000, did at or near Holloman Air Force Base, New Mexico, from 1 February 2000, to 23 February 2000, dishonorably fail to pay said debt. For his misconduct, he received nonjudicial punishment by Article 15, UCMJ, with a corresponding UIF action on 10 March 2000.

i. Respondent was, on or about 14 June 2000, at or near Holloman Air Force Base, New Mexico, derelict in the performance of his duties, in that he negligently failed to make a scheduled appointment of which he had knowledge. Respondent did, at or near Holloman Air Force Base, New Mexico, on or about 14 June 2000, with intent to deceive, make to 49 MMSS/CCF an official statement, to wit: he was unaware of this appointment after he had contacted the Orderly Room Clerk on or about 12 June 2000, to let them know he would bring over to them an appointment slip at a later time, which was totally false and then known by him to be so false. For his misconduct, he received a Letter of Reprimand with a corresponding UIF action on 16 June 2000.

j. Respondent did, on or about 5 July 2000, without authority, absent himself from his place of duty at which he was required to be, to wit: Bldg 933, 49th Materiel Maintenance Group, located at Holloman Air Force Base, New Mexico, and did remain so absent until on or about 12 July 2000. Respondent, did, at or near Holloman Air Force Base, New Mexico, on or about 23 June 2000, with intent to deceive, make to First Lieutenant [REDACTED] the Logistics Plans Flight Commander, an official statement, to wit: that he was going to El Paso, Texas, to pick his son up from the airport, or words to that effect, which statement was totally false and was then known by him to be so false. For his misconduct, he received nonjudicial punishment by Article 15, UCMJ, with a corresponding UIF action on 4 August 2000.

5. EVIDENCE FOR THE RESPONDENT: Respondent has consulted counsel and has submitted statements for your consideration. In the statements, AB [REDACTED] explains that he was told that if he did not accept an Article 15 and waive his discharge board, that he would be facing a court-martial. AB [REDACTED] also discusses his upbringing and explains that during his enlistment he has been providing financial support for not only his wife and child, but also his mother and sisters who live in Cincinnati, Ohio. Respondent provides his version of the facts surrounding much of the misconduct that he has received administrative action for. AB [REDACTED] requests that

he receive anything other than a UOTHC discharge so he can leave the Air Force with some dignity. AB [REDACTED] has also submitted three character statements for your consideration.

6. DISCUSSION:

a. Basis for Discharge: Respondent has engaged in a pattern of misconduct resulting in one Letter of Counseling, five Letters of Reprimand (three of which have corresponding UIF actions), three Article 15 actions (all with corresponding UIF actions), and a Vacation action. These incidents of misconduct include numerous failures to go, failure to pay just debts, and false official statements. These incidents constitute a sufficient basis for discharge. This discharge action is legally sufficient.

b. Appropriateness of Discharge: Respondent's misconduct, as set forth in paragraph 4 above, does not support continued military service. It demonstrates an unwillingness to comply with the high standards of personal conduct required of Air Force members. According to 49 MMSS/CC, AB [REDACTED] was sent to the mental health clinic on numerous occasions to ensure that no psychological reason existed that was causing his continued misconduct. At those times, the mental health provider did not diagnose AB [REDACTED] with any mental condition that would explain his misconduct. Further, 49 MMSS/CC ordered AB [REDACTED] into Holloman's Motivational Flight to attempt to rehabilitate him. AB [REDACTED] stayed in the program for one day, and was then referred to the mental health clinic because he was acting depressed and despondent. Although AB [REDACTED] was not diagnosed with any mental health disorders, he was removed from Motivational Flight because of his extreme emotional reaction to the program. Because AB [REDACTED] failed to maintain the minimum standards expected of an airman, respondent should be discharged.

c. Characterization of Service: Paragraph 1.18 and paragraph 5.48 of AFI 36-3208 provide that when a member is discharged for misconduct, service may be characterized as honorable only when the member's service has been so meritorious that any other characterization would be inappropriate. An under honorable conditions (general) discharge is warranted when the member's service has been honest and faithful, but significant aspects of the member's conduct or performance outweigh positive aspects of the member's military record. Characterization as under other than honorable conditions (UOTHC) is appropriate when the reasons for separation include a pattern of behavior or one or more acts or omissions that constitute a significant departure from the conduct expected of airmen. AB [REDACTED] has been given every opportunity to conform to the minimum standards of conduct required of airmen. His misconduct includes not only dishonorable failure to pay just debts, but also being absent without leave, and numerous instances where he lied to his commander, first sergeant, and others in his chain of command. 49 MMSS/CC was originally contemplating an under honorable conditions (general) discharge characterization. However, before the paperwork could be processed, AB [REDACTED] committed his latest incident of misconduct when - AWOL. Based on this incident, 49 MMSS/CC wanted to take AB [REDACTED] to a court-martial. After consultation with 49 FW/JA, 49 MMSS/CC decided to offer AB [REDACTED] nonjudicial punishment and proceed with an under other than honorable conditions discharge. AB [REDACTED] conduct during his enlistment exhibits a pattern of misbehavior that is not deserving of an under honorable conditions (general)

conditions (general) discharge. The aggregate number of incidents coupled with his flagrant disregard for authority justify a UOTHC discharge.

d. Probation and Rehabilitation (P&R): Respondent is eligible for P&R under AFI 36-3208, Chapter 7. P&R is appropriate for airmen who have demonstrated a potential to serve satisfactorily, who have the capacity to be rehabilitated and whose retention on active duty in a probationary status is consistent with the maintenance of good order and discipline. Based on respondent's negative response to past rehabilitative measures, I concur with Maj [REDACTED] that AB [REDACTED] is not a good candidate for P&R. Although AB [REDACTED] was given increasingly severe punishment for his actions, he continued to ignore military standards. It is not in the best interest of his unit, or the Air Force, to attempt further rehabilitation.

e. Medical Evaluation: At the time of this review, this office has not yet received a copy of the separation physical indicating whether or not the respondent is medically qualified for world-wide service. Such a determination must be accomplished prior to the member's separation from the Air Force. Subject to a finding that the member is medically qualified for world-wide service, the case is legally sufficient to support the recommended discharge.

7. OPTIONS: As the Special Court-Martial Convening Authority, you may:

- a. Direct that respondent be retained if you determine the evidence is insufficient to support discharge;
- b. Reject the waiver and direct that a board hearing be convened;
- c. Recommend that 12 AF/CC accept the waiver and separate the respondent with an honorable discharge, if you determine that an honorable discharge is warranted;
- d. Recommend that 12 AF/CC accept the waiver and separate the respondent with an under honorable conditions (general) discharge, if you determine that an honorable discharge is warranted;
- e. Recommend that 12 AF/CC accept the waiver and separate the respondent with an under other than honorable conditions (UOTHC) discharge characterization;
- f. Direct reinitiation under a more appropriate section of AFI 36-3208, if you determine that this discharge action was processed under an inappropriate section.

8. BARMENT: The nature of the respondent's misconduct warrants barment of the member upon his separation from the Air Force. After coordination with 49 MMSS/CCF, I recommend the barment of AB [REDACTED] from the installation effective upon his discharge.

9. RECOMMENDATION: Recommend that 49 FW/CC sign the proposed letter at Tab 1 that recommends to 12 AF/CC that he accept the waiver and approve the respondent's separation with an under other than honorable conditions (UOTHC) discharge characterization, without

probation and rehabilitation, for Misconduct - Discreditable Involvement With Military Authorities pursuant to AFI 36-3208, Section H, paragraph 5.50.1.



Capt, USAF
Assistant Staff Judge Advocate

I concur.



Lt Col, USAF
Staff Judge Advocate



DEPARTMENT OF THE AIR FORCE

HEADQUARTERS 49TH FIGHTER WING (ACC)
HOLLOMAN AIR FORCE BASE, NEW MEXICO

FD 2001-0515

30 AUG 2000

MEMORANDUM FOR AB [REDACTED]

FROM: 49 MMSS/CC

SUBJECT: Letter of Notification

1. I am recommending your discharge from the United States Air Force for a pattern of misconduct, discreditable involvement with military authorities. The authority for this action is AFD 36-32 and AFI 36-3208, paragraph 5.50.1. If my recommendation is approved, your service will be characterized as honorable, under honorable conditions (general), or as under other than honorable conditions (UOTHC). I am recommending that your service be characterized as under other than honorable conditions (UOTHC) discharge.

2. My reasons for this action are as follows:

a. You did, at or near Holloman Air Force Base, New Mexico, on or about 16 December 1998, at Personal Credit of Alamogordo, dishonorably fail to pay your debts, which were then due and payable, to wit: total loan amount of \$145.00 and past due amount of \$59.45. You were also delinquent on your auto loan. For your misconduct, you received a Letter of Counseling on 22 January 1999. (Atch 1)

b. You did, at or near Holloman Air Force Base, New Mexico, between on or about November 1998 and on or about January 1999, at Personal Credit, Cash and Go, and Best Choice Financial, dishonorably fail to pay your just debts, which were then due and payable, to wit: a \$145.00 debt at Personal Credit, a \$320.00 debt at Cash and Go, and \$594.00 in debt at Best Choice Financial. For your misconduct, you received a Letter of Reprimand on 29 January 1999. (Atch 2)

c. You did, at or near Holloman Air Force Base, New Mexico, on or about 29 January 1999, fail to go at the time prescribed to your appointment with Mr. [REDACTED] of the Personnel Financial Management Office. For your misconduct, you received a Letter of Reprimand on 8 February 1999. (Atch 3)

d. You did, at or near Holloman Air Force Base, New Mexico, between on or about 18 May 1999 and on or about 13 July 1999, at Best Choice Financial Inc., dishonorably fail to pay your just debts, which were then due and payable, to wit: \$588.28 at Best Choice Financial. For your misconduct, you received a Letter of Reprimand with a corresponding UIF action on 19 July 1999. (Atch 4)

e. You, being indebted to NationsBank in the sum of \$747.81 for government travel expenses, which amount became due and payable on or about 28 August 1999, did, at or near

Holloman Air Force Base, New Mexico, from on or about 28 August 1999 to on or about 9 November 1999, dishonorably fail to pay said debt. For your misconduct, you received nonjudicial punishment by Article 15, UCMJ, with a corresponding UIF action on 2 December 1999. (Atch 5)

f. You did, at or near Holloman Air Force Base, New Mexico, on or about 13 December 1999, with intent to deceive, make to your Commander, First Sergeant, and supervisor, Lt [REDACTED] an official statement, to wit: you had paid \$647.81 on your Nations Bank account on or about 15 November 1999 and would pay the remaining \$100.00 on 15 December 1999, which statement was totally false and then known by you to be so false. For your misconduct, you received a Letter of Reprimand with a corresponding UIF action on 28 December 1999. (Atch 6)

g. You did, at or near Holloman Air Force Base, New Mexico, on or about 13 December 1999, with intent to deceive, make to Lieutenant Colonel [REDACTED] an official statement, to wit: that you had paid all but \$100.00 of the balance due on your NationsBank Government Card account, which statement was totally false, and was then known by you to be so false. For your misconduct, your previously suspended nonjudicial punishment was vacated on 3 January 2000. (Atch 7)

h. You did, at or near Holloman Air Force Base, New Mexico, on or about 16 December 1999, with intent to deceive, make to Second Lieutenant [REDACTED] an official statement, to wit: that you would pay \$500.00 to NationsBank immediately and the balance would be paid the very next pay period, which statement was totally false, and was then known by you to be so false. You, being indebted to Bank of America in the sum of \$489.88, which amount became due and payable on or about 1 February 2000, did at or near Holloman Air Force Base, New Mexico, from 1 February 2000, to 23 February 2000, dishonorably fail to pay said debt. For your misconduct, you received nonjudicial punishment by Article 15, UCMJ, with a corresponding UIF action on 10 March 2000. (Atch 8)

i. You were, on or about 14 June 2000, at or near Holloman Air Force Base, New Mexico, derelict in the performance of your duties, in that you negligently failed to make a scheduled appointment of which you had knowledge. You did, at or near Holloman Air Force Base, New Mexico, on or about 14 June 2000, with intent to deceive, make to 49 MMSS/CCF an official statement, to wit: you were unaware of this appointment after you had contacted the Orderly Room Clerk on or about 12 June 2000, to let them know you would bring over to them an appointment slip at a later time, which was totally false and then known by you to be so false. For your misconduct, you received a Letter of Reprimand with a corresponding UIF action on 16 June 2000. (Atch 9)

j. You, did on or about 5 July 2000, without authority, absent yourself from your place of duty at which you were required to be, to wit: Bldg 933, 49th Materiel Maintenance Group, located at Holloman Air Force Base, New Mexico, and did remain so absent until on or about 12 July 2000. You, did, at or near Holloman Air Force Base, New Mexico, on or about 23 June 2000, with intent to deceive, make to First Lieutenant [REDACTED] the Logistics Plans

Flight Commander, an official statement, to wit: that you were going to El Paso, Texas, to pick your son up from the airport, or words to that effect, which statement was totally false and was then known by you to be so false. For your misconduct, you received nonjudicial punishment by Article 15, UCMJ, with a corresponding UIF action on 4 August 2000. (Atch 10)

Copies of the documents to be forwarded to the separation authority in support of this recommendation are attached. The commander exercising Special Court-Martial jurisdiction or a higher authority will decide whether you will be discharged or retained in the Air Force and, if you are discharged, how your service will be characterized. If you are discharged, you will be ineligible for reenlistment in the Air Force.

3. This action could result in your separation with an under other than honorable conditions (UOTHC) discharge. I am recommending that you receive a UOTHC discharge. The commander exercising Special Court-Martial jurisdiction or a higher authority will make the final decision in this matter. If you are discharged, you will be ineligible for reenlistment in the Air Force and will probably be denied enlistment in any component of the armed forces and any special pay, bonus, or education assistance funds may be subjected to recoupment.

You have the right to:

- a. Consult legal counsel.
- b. Present your case to an administrative discharge board.
- c. Be represented by legal counsel at a board hearing.
- d. Submit statements in your own behalf in addition to, or in lieu of, the board hearing.
- e. Waive the above rights. You must consult legal counsel before making a decision to waive any of your rights.

4. You have been scheduled for a medical examination. You must report to Flight Medicine, Bldg 17, at 0700 hrs on 7 ^{September} August 2000 for the examination.

5. Military legal counsel, Captain [REDACTED] Area Defense Counsel, Holloman AFB, New Mexico, phone 572-[REDACTED] has been obtained to assist you. I have arranged an appointment for you to consult her at 1515 hours on 30 August 2000. Instead of the appointed counsel, you may have another, if the lawyer you request is in the active military service and is reasonably available as determined according to AFI 51-201. In addition to military counsel, you have the right to employ civilian counsel. The Air Force does not pay expenses incident to the employment of civilian counsel. Civilian counsel, if employed, must be readily available.

6. Confer with your counsel and reply, in writing, within 7 workdays, specifying the right you choose to exercise. The statement must be signed in the presence of your counsel who also will sign it. If you waive your right to a hearing before an administrative discharge board, you may submit written statements in your own behalf. I will send the statements to the discharge

authority with the case file to be considered with this recommendation. If you fail to respond, your failure will constitute a waiver of the right to the board hearing.

7. Any personal information you furnish in rebuttal is covered by the Privacy Act of 1974. A copy of AFI 36-3208 is available for your use in the office of the Area Defense Counsel.

8. If you request a board hearing and you fail to appear without good cause, your failure to appear constitutes a waiver of your right to be present at the hearing.

9. The discharge board or the discharge authority will make the findings and recommendations required under 10 U.S.C. 2005(g).

10. You must execute the attached acknowledgment and return it to me immediately. The acknowledgment does not admit or deny any of the allegations against you, nor does it mean that you agree with the discharge action. It is simply an acknowledgment that you have received this Letter of Notification.


Major, USAF
Commander

Attachments:

1. Letter of Counseling, 22 January 1999
2. Letter of Reprimand, 29 January 1999
3. Letter of Reprimand, 8 February 1999
4. Letter of Reprimand w/UIF 19 July 1999
5. Article 15 w/UIF, 2 December 1999
6. Letter of Reprimand w/UIF, 28 December 1999
7. Vacation Action, 3 January 2000
8. Article 15 w/UIF, 10 March 2000
9. Letter of Reprimand w/UIF, 16 June 2000
10. Article 15 w/UIF, 4 August 2000