

MARTIN ANDERSEN v. DEPARTMENT OF DEFENSE

Docket # DC-1221-19-0058-W-1

Response to Agency Response to Order to Show Cause - Jurisdiction (Settlement Agreement) dated  
3/6/2019

Summary Page

**Case Title :** MARTIN ANDERSEN v. DEPARTMENT OF DEFENSE

**Docket Number :** DC-1221-19-0058-W-1

**Pleading Title :** Response to Agency Response to Order to Show Cause - Jurisdiction (Settlement Agreement) dated 3/6/2019

**Filer's Name :** Robert Andrew Schafer

**Filer's Pleading Role :** Agency Representative

**Details about the supporting documentation**

N/A

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MARTIN ANDERSEN v. DEPARTMENT OF DEFENSE

Docket # DC-1221-19-0058-W-1

Response to Agency Response to Order to Show Cause - Jurisdiction (Settlement Agreement) dated  
3/6/2019

Online Interview

1. Would you like to enter the text online or upload the file containing the pleading?

See attached pleading text document

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2. Does your pleading assert facts that you know from your personal knowledge?

Yes

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3. Do you declare, under penalty of perjury, that the facts stated in this pleading are true and correct?

Yes

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**UNITED STATES OF AMERICA  
MERIT SYSTEMS PROTECTION BOARD  
WASHINGTON REGIONAL OFFICE**

<b>MARTIN ANDERSON,</b>	)	
	)	
<b>Appellant,</b>	)	
	)	
<b>v.</b>	)	<b>Docket No.:</b>
	)	<b>DC-1221-19-0058-W-1</b>
<b>DEPARTMENT OF DEFENSE,</b>	)	
	)	
<b>Agency</b>	)	<b>DATE: March 28, 2019</b>
<hr style="width:40%; margin-left:0"/>	)	

**AGENCY RESPONSE TO ORDER TO SHOW CAUSE - JURISDICTION**

The Agency, the Defense Security Cooperation Agency (DSCA), hereby responds to the Board’s Order to Show Cause – Jurisdiction, dated March 6, 2019.

**NARRATIVE STATEMENT**

1. Appellant Martin Edwin Anderson, joined the Center for Hemispheric Defense Studies (CHDS or “the Center”) faculty on December 26, 2005 as a term employee under section 1595 of Title X of the U.S. Code, for a three year term expiring December 26, 2008. In September 2008, the Center’s Deputy Director at the time, Mr. Ken LaPlante, recommended to the Center’s Director that Mr. Andersen’s appointment be extended for a two year period, to end on December 26, 2010. The CHDS Director at that time, Dr. Richard Downie, approved the recommendation and Mr. Andersen’s Title X appointment was extended. In October 2010, the Director, authorized a one year extension and a step salary increase for Mr. Andersen, thus extending his appointment to December 26, 2011.

2. Beginning in 2011 Mr. Andersen exhibited increasingly odd and inappropriate behavior, exemplified by emails he sent that were conspiratorial, derogatory, and offensive

toward Agency staff. Appendix A. The behavior increased significantly beginning in May 2011, prompting CHDS and the National Defense University (NDU) to suspend Appellant's access to his official email account and computer systems. *Id.*

3. On June 16, 2011, while on convalescent leave after a surgical procedure, Mr. Andersen made an unannounced visit to CHDS, during which he spoke and behaved in a way that CHDS employees perceived as threatening. *See* Appendix B, contemporaneous memorandum for the record of CHDS employee Denise Alvarez. CHDS and NDU consequently revoked Mr. Andersen's access to CHDS and the NDU campus. Appendix C and D.

4. After months of increasingly odd and divisive behavior, numerous interpersonal conflicts and office disputes, inappropriate emails, and threatening workplace behavior, CHDS issued Mr. Andersen a notice of proposed suspension on September 13, 2011. Appendix E.

5. Appellant continued to behave inappropriately, sending out mass emails to CHDS staff alleging impropriety at the Center after being told to utilize appropriate USG channels to report wrongdoing. Appendix A. On September 30, 2011, CHDS management approved a three day suspension, to be held in abeyance until Appellant's separation from the Center at the expiration of his term, which CHDS had determined it would not renew. Appendix F. During this time, the NDU with its General Counsel, and Appellant and Appellant's counsel engaged in lengthy discussions to settle any issues perceived as outstanding prior to the end of Appellant's term of employment with CHDS.

6. On December 21, 2011, Appellant, Appellant's counsel, and the Director, CHDS, signed and executed a settlement agreement. Appendix G. Pursuant to the agreement, CHDS agreed to: 1) have the Director provide Appellant a letter of recommendation; 2) modify

Appellant's most recent performance appraisal to provide him the maximum positive rating; 3) remove all derogatory information from Appellant's personnel file; and 4) extend Appellant's Title X appointment three months, from December 31, 2011, to March 31, 2012. Appendix G.

7. In return for those CHDS concessions, Appellant agreed to: (1) cease and desist any and all negative public discussion of CHDS and CHDS personnel and issue a public apology; (2) forever discharge the Agency, its employees or agents, from any claims, complaints, demands, causes of action, and damages arising out of his employment with the Agency (including any complaints with the DoD Inspector General, Office of Special Counsel and Congressional Offices); (3) not file any new complaints, claims, grievances, proceedings, appeals, or lawsuits in any judicial or administrative forum whatsoever (including the Merit Systems Protection Board (MSPB), the Equal Employment Opportunity Commission, the Inspector General, the Office of Special Counsel or any other agency or other official's office) against the Agency, or its employees or agents, arising out of his employment with the Agency, and all related matters; (4) and to withdraw any such complaints, grievances, proceedings, appeals, or lawsuits already filed within three business days after the agreement was signed. Appendix G.

8. Shortly after receiving the full benefit of the settlement reached between the parties, Appellant violated the express terms of the settlement to which he'd agreed, by, among other things, continuing to make and send remarks and emails disparaging the agency and promoting damaging conspiratorial theories of wrongdoing by the agency. Appendix H. His pursuit of the subject appeal before the MSPB is only the latest in nearly a decade of violations of the settlement agreement.

## ARGUMENT

### The 2011 settlement agreement is valid and enforceable, and bars Appellant's instant appeal due to the waiver of rights provision included therein.

The issues raised by Appellant in the instant appeal were contractually settled through mutual agreement between the Agency and Appellant in 2011. As a result, the MSPB lacks jurisdiction over this appeal.

#### A. The 2011 settlement agreement is lawful and voluntary, and was not the result of fraud or mutual mistake.

The Board has made clear that a party may challenge the validity of a settlement agreement if the party believes that the agreement is unlawful, involuntary, or the result of fraud or mutual mistake. *Barker v. Department of Agriculture*, 100 M.S.P.R. 695 (2006); *citing Wade v. Department of Veterans Affairs*, 61 M.S.P.R. 580, 583 (1994). However, the challenging party bears the heavy burden of proving a basis for invalidation of such an agreement. *Bahrke v. U.S. Postal Service*, 98 M.S.P.R. 513 (2005).

In the present case, Appellant has failed to show that he did not willfully and knowingly enter into the agreement. *See Wade*, 51 M.S.P.R. 580, 582, *citing Clark v. Department of the Treasury*, 48 M.S.P.R. 330, 333 (1991). Parties to a settlement agreement are presumed to have full legal capacity to contract unless they are under guardianship, an infant, mentally ill or defective, or intoxicated. *See Ray v. Department of Health & Human Services*, 57 M.S.P.R. 16, 20 (1993). Appellant has presented no facts to suggest that he had other than full legal capacity to contract when he signed the settlement agreement; nor has he submitted evidence showing that he was unable to understand the nature of the settlement agreement or that his decision was uninformed. *Id.*

Indeed, the fact that Appellant was represented by a premier whistleblower attorney, Mr. Tom Devine, throughout the negotiation to include when he signed the agreement suggests that he was very well informed about the nature of the agreement and his rights and obligations thereunder. AF, Tab 61. In his response to the Order to Show Cause, Appellant refers to being diagnosed with a nonmalignant brain tumor and being heavily under the influence of prescribed medicine in the May 2011, apparently in an attempt to justify his inappropriate workplace behavior during that time period. Putting aside the factual merits of that claim, he makes no similar claim relevant to the negotiation or conclusion of the December 2011 settlement agreement that otherwise might support his assertion that the agreement was involuntary, unlawful, or the result of mistake. *See Wade*, 51 M.S.P.R. 580, 582.

Furthermore, Appellant has submitted no evidence that justifies or explains his suggestion that the agreement was a “contract of adhesion”; that the Agency violated its terms; that there was insufficient consideration for the agreement; or that the Agency exhibited bad faith in signing the agreement. The Board has long held that such *pro forma* allegations, without substantiation, are frivolous and as such are insufficient to carry the Appellant’s burden of proof. *See, e.g., Yusuf v. U.S. Postal Service*, 112 M.S.P.R. 465, 15 (2009). As detailed in the narrative statement above, Appellant gained the full benefit of his bargain when he received a letter of recommendation from the Director, CHDS; had his most recent performance appraisal modified to reflect the maximum rating; had all derogatory information removed from his personnel file; and had his term employment with CHDS extended by three months, thereby providing him time to seek new employment. The waiver of rights provision was the central consideration obtained by the Center and the only inducement for it to enter into the settlement agreement at all. The Center has since abided by all of its obligations pursuant to the terms of the agreement (AF, Tab



61). Mr. Andersen obtained the benefit of his bargain, but has unfairly denied the same to the Center.

B. Appellant's waiver of Board appeal rights is enforceable: the agreement's terms are comprehensive and fair, were freely made, and execution of the waiver did not result from agency duress or bad faith.

Appellant claims, without substantiation, that the waiver of his appeal rights memorialized in the 2011 settlement agreement is unenforceable because he was unlawfully pressured to agree, under duress and/or involuntarily, to terms he claims he now views to be unfavorable to him. Nothing in the record supports his claims; to the contrary, having received the benefit of his bargain, Mr. Andersen now wishes to renege on his commitments to deny the agency its benefit under the agreement. In so doing, he is simultaneously undermining the public policy supporting settlement agreements and more generally the value they provide employees and employers alike.

Settlement agreements are contracts, the interpretation of which the Board and the Federal Circuit have made clear is a matter of contract law. *Lee v. U.S. Postal Service*, 111 M.S.P.R. 551, 6 (2009), citing *Greco v. Department of the Army*, 852 F.2d 558, 560 (Fed. Cir. 1988). A long-held and fundamental principle of contract interpretation is that the words agreed to in the contract itself are of critical importance to any assessment of the parties' intent at the time the agreement was executed. *Id.* Absent ambiguity in the terms of the agreement, parole evidence or evidence of intent extrinsic to the document itself should not be considered after the fact. *Id.* Moreover, the Board has found that ambiguity exists only where terms of the agreement are reasonably susceptible to more than one interpretation. *Id.; see also Johnson v.*

*U.S. Postal Service*, 108 M.S.P.R. 502, 8 (2008); *Romano v. U.S. Postal Service*, 49 M.S.P.R. 319, 323 (1991).

The words of the 2011 settlement agreement are clear and unambiguous. As recounted in the narrative statement above, pursuant to the agreement, CHDS agreed to take several actions that directly and uniquely benefited Mr. Andersen, actions the Agency surely would not have taken absent the consideration provided by Mr. Andersen in the agreement. The Agency agreed to each of Mr. Andersen's requests for actions that would help him rehabilitate his public image and improve his future employment prospects (a positive letter of recommendation from the CHDS Director, positive performance appraisal, clean personnel file). The Agency was even willing to extend by three months Appellants term of appointment, despite the damage he had done and attempted to do to the reputation of CHDS (although in so doing they required him to continue teleworking full time rather than risk his presence on the campus). In return, the Agency bargained for the benefit of Mr. Andersen ceasing his campaign to defame and disparage CHDS and NDU through private and public speech, as well as for the benefit of having him waive his right to claims arising out of his employment with CHDS. In short order, the Agency delivered to Mr. Andersen the full benefit he had bargained for; Mr. Andersen in return has repeatedly violated his promise to the Agency, denying it the benefit it bargained for by continuing his public smear campaign, and most recently by filing this appeal. No argument can be made, and indeed, Mr. Andersen has made no argument, that the terms of the agreement itself are in any way ambiguous. Similarly, he has not claimed that the terms of his waiver of Board appeal rights were not comprehensive, nor could they reasonably be claimed as such from the plain text of the agreement. Appendix G.

Mr. Andersen has claimed that his waiver of appeal rights was not freely made, nor fair. Without providing any substantiation, however, he has failed to establish that circumstances permitted him no alternative, nor that any such circumstances were the result of the Agency's actions. *Black v. Department of Transportation*, 116 M.S.P.R. 87, 16 (2011). Instead, Mr. Andersen levels unfocused complaints and allegations in a vein similar to the incendiary and often personally offensive criticisms he shared widely in 2011 that created the circumstances and context in which the 2011 agreement was signed.

The Board has upheld and enforced broad waivers of claims, including prospective waivers of Board appeals. *See, e.g., McCall v. U.S. Postal Service*, 839 F.2d 664 at 666-67 (Fed. Cir. 1988). Moreover, the Board's jurisprudence has made clear that the fact of an Appellant's legal representation throughout the settlement process is strong evidence that a waiver is valid and enforceable, particularly where the Appellant's representative signed the agreement. *See, e.g. Lee v. U.S. Postal Service*, 111 M.S.P.R. 551, 9 (2009). Not only was Mr. Andersen represented by counsel in the months leading to and following the settlement agreement, Mr. Andersen's counsel personally signed the agreement alongside him.

Appellant has submitted nothing more than conclusory, *pro forma* allegations to support his claim that the agreement does not capture his intent at the time of signing, without substantiating evidence or argument. Whether or not he has second guessed his decision in the eight intervening years is irrelevant to the enforceability of the agreement. As the Federal Circuit has held, the existence of a difficult choice at the time of the agreement, by itself, does not render his waiver of Board appeal rights unenforceable or unfair. *McCall v. U.S. Postal Service*, 839 F.2d 664, 666-67 (Fed. Cir. 1988). As a result, it is clear that the agreement

represents the intent of the parties at the time it was concluded, and that it is valid and legally enforceable.

### CONCLUSION

The 2011 settlement agreement expressly prohibits Appellant from bringing the instant Appeal, and thus deprives the Board of jurisdiction over it. Therefore, the Agency respectfully moves that this appeal be dismissed for lack of jurisdiction.

Respectfully submitted,



Robert Schafer  
Associate General Counsel  
Defense Security Cooperation Agency  
201 12<sup>th</sup> Street South, Suite 203  
Arlington, VA 22202  
(703) 697-9418

# APENDIX A

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

From: Schwarzmann, John, , DSCA/PGM/FTE

Sent: Wednesday, June 01, 2011 8:59 AM

To: Farmer, Jeanne, , DSCA/PGM

Cc: Raycraft, Suellen, , DSCA/PGM/FTE; Sabin, Roger, Deputy General Counsel, DSCA/OGC;

Heaton, John, Lt Col, DSCA/OGC

Subject: FW: 005 - FW: CHDS

Jeanne,

FYI. I left copies of several e-mails on your desk regarding a personnel issue that took place at CHDS last Friday. Here is an electronic copy of one of those e-mails and a summary of the issue.

Last Friday Martin Edwin "Mick" Andersen, a CHDS Title 10 employee whose contract expires at the end of this year, sent out numerous e-mails making scathing accusations about demeaning and inappropriate behavior against him by several CHDS employees including the CHDS Deputy Director.

In addition to making the accusations he also forwarded via e-mail an unsigned draft memo (attached) which appears to be drafted for Senator Graham's signature in attempt to make public a personal matter pertaining to Craig Deare, an associate professor at CHDS. The draft letter is addressed to the Commander at the U.S. Army Central Personnel Security Clearance Facility. The letter is requesting support for Craig Deare's security clearance to be reinstated. The unsigned draft memo states that while Mr. Deare served as a Congressional Fellow in Senator Graham's office in 1997-1998, he forged the Senator's signature on his evaluation report.

What makes matters worse is that he sent these e-mails not only to the CHDS staff but numerous senior officials at NDU to include VADM Rondeau and the COMCOMS as well as other external organizations.

Compounding the matter is that Mr. Anderson is scheduled to have brain surgery to remove a tumor. Apparently he has been on medication which may have contributed to his behavior.

Mr. Anderson has been placed on administrative leave. NDU has executed full restrictions to the building, his badge, and computer. However, we hear that he continued to send out e-mails making accusations about CHDS employees over the weekend from his personal computer.

DSCA OGC is in receipt of the e-mails Mr. Anderson sent from his government computer. We are working with DSCA OGC to develop a course of action.

Thank you.

VR/Jay

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

From: Murphy, Jeffrey [mailto:murphyj15@ndu.edu]

Sent: Tuesday, May 31, 2011 4:51 PM

To: Heaton, John, Lt Col, DSCA/OGC; Raycraft, Suellen, , DSCA/PGM/FTE; Schwarzmann, John, , DSCA/PGM/FTE

Subject: FW: 005 - FW: CHDS

FYSA

r/

Jeff

---

From: LaPlante, Kenneth

Sent: Tuesday, May 31, 2011 4:48 PM

To: Thompson, John; Murphy, Jeffrey

Subject: 005 - FW: CHDS

From: Cannon, Michael (CIV US NDU/CoS)

Sent: Friday, May 27, 2011 6:37 PM

To: Downie, Richard; Murphy, Mollie; LaPlante, Kenneth

Cc: Pallanez, Joe; Rondeau, Ann (VADM US USA/NAVY); Mustelier, Roy

Subject: CHDS

Joe,

Let's execute full restrictions. Building, badge, computer. Graduated response. Thanks.

V/R, Chief

---

From: Downie, Richard

To: Murphy, Mollie; LaPlante, Kenneth

Cc: Cannon, Michael (CIV US NDU/CoS); Pallanez, Joe; Rondeau, Ann (VADM US USA/NAVY)  
Sent: Fri May 27 18:29:48 2011  
Subject: Re: How are you doing?

Mollie, thanks I absolutely concur w/cutting off all access and admin leave.

Ken, pls coord these actions as required. Thanks, RDD

---

From: Murphy, Mollie  
To: Downie, Richard; LaPlante, Kenneth  
Cc: Cannon, Michael (CIV US NDU/CoS); Pallanez, Joe; Rondeau, Ann (VADM US USA/NAVY)  
Sent: Fri May 27 17:56:22 2011  
Subject: Re: How are you doing?

Dr. Downie:

Access to the network has been closed.

Next issue - the COS is strongly considering shutting of his badges and denying access to the buildings and Ft McNair.

I think you should also consider placing him on administrative leave until his surgery.

I don't know him at all but this may be the best route considering this behavior and his medical condition.

Once he realizes his network access is shut off, he may not react well.

V/R Mollie

Mollie A. Murphy  
General Counsel  
National Defense University

Caution: This message may contain information protected by the attorney-client, attorney work product, deliberative process or other privilege. Do not disseminate without the approval of the Office of General Counsel.



---

From: Downie, Richard  
To: Murphy, Mollie; Rondeau, Ann (VADM US USA/NAVY); LaPlante, Kenneth  
Cc: Cannon, Michael (CIV US NDU/CoS)  
Sent: Fri May 27 17:32:02 2011  
Subject: Re: How are you doing?

Thanks Mollie, I think that is a wise idea. Mick seems to be having a meltdown. Am sure we will also need your assistance next week.

I am actually in Calif to attend my nephew's wedding, so very much appreciate your support to Ken today!  
Best, RDD

---

From: Murphy, Mollie  
To: Rondeau, Ann (VADM US USA/NAVY); LaPlante, Kenneth  
Cc: Downie, Richard; Cannon, Michael (CIV US NDU/CoS)  
Sent: Fri May 27 17:14:09 2011  
Subject: Re: How are you doing?

Dr. Downie:

We are shutting off his access to NDU network. ITD will confirm when accomplished.

V/R

Mollie

Mollie A. Murphy  
General Counsel  
National Defense University

Caution: This message may contain information protected by the attorney-client, attorney work product, deliberative process or other privilege. Do not disseminate without the approval of the Office of General Counsel.

---

From: Rondeau, Ann (VADM US USA/NAVY)  
To: LaPlante, Kenneth  
Cc: Downie, Richard; Murphy, Mollie; Cannon, Michael (CIV US NDU/CoS)  
Sent: Fri May 27 16:01:13 2011  
Subject: Re: How are you doing?

As I would expect. Thank you.

---

From: LaPlante, Kenneth  
To: Rondeau, Ann (VADM US USA/NAVY)  
Cc: Downie, Richard; Murphy, Mollie; Cannon, Michael (CIV US NDU/CoS)  
Sent: Fri May 27 15:55:34 2011  
Subject: RE: How are you doing?

Ma'am, rest assured that all things are being reviewed in detail and that each is being addressed within legal and regulatory guides and in consultation with GC to ensure everyone's interests are protected.

VR

Ken

From: Rondeau, Ann (VADM US USA/NAVY)  
Sent: Friday, May 27, 2011 3:50 PM  
To: LaPlante, Kenneth  
Cc: Downie, Richard; Murphy, Mollie; Cannon, Michael (CIV US NDU/CoS)  
Subject: Re: How are you doing?

Obviously there are several layers of issues here. I expect that ALL things are being appropriately handled. I look forward to learning about approaches toward solutions/resolutions upon my return.

---

From: LaPlante, Kenneth  
To: Rondeau, Ann (VADM US USA/NAVY)  
Cc: Downie, Richard; Murphy, Mollie  
Sent: Fri May 27 15:44:40 2011  
Subject: RE: How are you doing?

VADM Rondeau, Ma'am – my apologies that one of our personnel (and a person over who I have supervisory control) decided to involve you in an internal issue because I counseled him recently on a professional issue. Complicating this is the fact that Mr Andersen was recently diagnosed with a malignant brain tumor and will have surgery to remove same next Friday. I am available to discuss if you so desire but please be aware that we are dealing with this in a hard but fair and compassionate manner; Ms Murphy is advising us as are others.

Dr Downie is on leave in CA to attend a wedding but is on his blackberry.

Again, I am at your service and I do apologize for involving you in this issue.

VR

Ken LaPlante

From: Andersen, Martin Edwin  
Sent: Friday, May 27, 2011 2:50 PM  
To: LaPlante, Kenneth; Rondeau, Ann (VADM US USA/NAVY); Murphy, Mollie  
Cc: Downie, Richard; Arcos, Cresencio (CTR US NDU CHDS); Thompson, John; Bitencourt, Luis; Wiarda, Howard (CTR US NDU/CHDS); Gregory.craig@skadden.com; Cope, John  
Subject: RE: How are you doing?

Ken,

This is not what happened. You started off the conversation in an argumentative tone, first asking why I did not attend the awards ceremony on Monday in which the highly unethical Craig Deare (guilty of egregious if not illegal conduct) was a feature awardee. (In addition he will be, along with his confederate Thomaz Costa, featured guests at CHDS SRC in Chile.)

This not only affects CHDS' reputation, but also that of the National Defense University at a time of perilous Congressional budget cuts. It also gives the wrong ethics signal to younger employees, and reminds women that a senior CHDS employee used this Center as a personal house of ill-repute.

How someone who cheated on his wife while sleeping with a contractor under his supervision could be so honored can only be explained by the director's comment on Monday that he was here in this managerial position due to Craig Deare. Furthermore, Deare used masterbatory hand signals at staff meetings with people he did not like; he made racist comments, he called unsuspecting colleagues "Faggots" in front of non-CHDS senior DoD officials, etc. Also, his contract-lover sent fear into the hearts of other CHDS contractors with her unwarranted personal power based on her illicit relationship with him.

This fawning behavior last Monday with Deare and Costa, who stepped down as dean given his highly divisive tenor and Center revulsion at his fronting for Deare and his contractor lover.

That conduct rates right up there with a assistant dean who badmouths CHDS at the Officers' Club and whose wife sends around e-mails to our people portraying First Lady Michelle Obama as a chimpanzee. Or the Operations manager(title?) who claims he knows friends of CHDS are Cuban agents, citing classified information that, if true, should not be mentioned before people without security clearances. Or how you advocated the "Argentine solution"--torture, disappearance and death--to the problems of Mexico.And the band plays on ...

But you were wrong in that I did show up on Monday, to clap for people like David Spencer, who deserved it.

When I got up to ask the question at the panel, I lost track of my thoughts given the medicine I was taking, something I explained to Howard. I then tried to round up my comment, which was

very germane given that 40 percent of the people in Bolivia, Peru and Ecuador (at least) are indigenous.

I did not care to explain my brief bout of mental confusion with you given your habit of mocking people. You did say exactly what I said you did. That is why you heard me say you would never hear me comment on that or any other subject of interest to me again.

Other people are able to make statements without objection or correction. I am not.

The difference is that they, when not from outside, are usually people who are slavishly obsequious. I feel much too badly to expend such energy.

However, on Wednesday I re-sent the NDU President's message on ethics to the director and faculty/staff. I immediately received the query: "Mick, this is old, I think we all got it before on March 2011. Are you trying to make a point to the Leadership?"

She cited a quote from Warren Buffett: "We can afford to lose money - even a lot of money. But we can't afford to lose reputation - even a shred of

reputation."

How can the above, plus many dubious foreign trips, sweetheart-seeming contracts for close friends and former mentors, etc. square with the President's concern.

The director likes to pride himself on his leadership.

Yet as James MacGregor Burns has noted: "Divorced from ethics, leadership is reduced to management and politics to mere technique."

In the six years I have been here you have said three dozen or more times that your chief task is to keep the director out of jail. Questions besides asking why a grown person needs such a minder grow from that.

I have done all I can to promote the Center, to publish high quality research and to encourage the best and the brightest to join us. I compare that effort to anyone's.

I am having my brain operated on next Friday, but will be back in a week. I have contemporaneous files on everything I relate above, and more.

V/R,

Martin Edwin "Mick" Andersen

Chief, Publication and Communication Programs

Editor, Security and Defense Studies Review

Center for Hemispheric Defense Studies (CHDS)

National Defense University

Abraham Lincoln Hall

260 5th Avenue, Bldg. 64

Fort Lesley J. McNair

Washington, D.C. 20319-5066

Office: (202) 685-4666

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

From: LaPlante, Kenneth  
Sent: Friday, May 27, 2011 1:51 PM  
To: Andersen, Martin Edwin  
Cc: Downie, Richard; Arcos, Cresencio (CTR US NDU CHDS); Thompson, John; Bitencourt, Luis; Wiarda, Howard (CTR US NDU/CHDS)  
Subject: RE: How are you doing?

Mick -- Consider this a formal written counsel reference your erroneous and disloyal statement made about the Dir and me (Front Office) to an outsider.

Let's clarify what I said (as, actually, I am the Front Office referenced in your email) -- Neither the Dir nor I told you, as you put it, that " I cannot speak to that as the Front Office has told me I cannot express personal opinions publicly and I cannot afford to lose my job at this point."

No one mentioned anything negative about your job -- to imply that to an outsider is wrong -- please correct the record as to that and as to what the "Front Office" actually told you ...

In a verbal counseling session on two issues (one that you corrected and to which I agreed) and the 2d: I said that your statement at the end of the Forum about the indigenous situation was not germane to the panel topic presented; you did not ask a question rather you made a statement on one of your most passionate topics, the indigenous of the Americas and asked the panelists to use their positions to give voice the issue. I said that your statement neutralized some of the positive environment generated by the Forum.

I also stated that I was sure that you could have accomplished your intent by asking a question as to the indigenous situation and the panel topic.

Please recall that I have never told you not to express your personal opinion publically; I told you, as a member of CHDS, that during a Question and Answer periods -- statements w/o questions are inappropriate and not to do it again as this was not the first instance. So please do not imply otherwise.

You said your piece (academic freedom and free will); the consequence of your choice was a talk with me, your supervisor.

VR

Ken LaPlante

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

From: Andersen, Martin Edwin

Sent: Friday, May 27, 2011 1:18 PM

To: 11tablewski

Cc: Downie, Richard; LaPlante, Kenneth; Arcos, Cresencio (CTR US NDU CHDS); Thompson, John; Bitencourt, Luis; Wiarda, Howard (CTR US NDU/CHDS)

Subject: RE: How are you doing?

Lee,

Thank you and the Ambassador so much for keeping a good thought for me. Unfortunately, yesterday I spent all day with the doctors and I will have to have the lemon-sized tumor taken out of my head next Friday. This, of course, means that I will not be able to attend the conference. I was so looking forward to meeting you and spending time with your boss. Hopefully, things will turn around soon and I will be able to do that.

As far as possible replacements, I cannot speak to that as the Front Office has told me I cannot express personal opinions publicly and I cannot afford to lose my job at this point.

Perhaps you want to contact one of the people listed in the cc: list and consult with them.



All the best to you and here's hoping for a wonderful conference.

Mick

Martin Edwin "Mick" Andersen

Chief, Publication and Communication Programs

Editor, Security and Defense Studies Review

Center for Hemispheric Defense Studies (CHDS)

National Defense University

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Washington, D.C. 20319-5066

Office: (202) 685-4666

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

From: l1tablewski [mailto:l1tablewski@ucsd.edu]

Sent: Thursday, May 26, 2011 1:24 PM

To: Andersen, Martin Edwin

Subject: How are you doing?

Hey, Mick,

Jeff asked me again to send you his best wishes and say that we are thinking about you.

To business: If as seems likely to this unschooled observer that your doc won't let you travel, what do you know about Hilton McDavid from Kingston?

I don't know his work, but he seems to have written and is writing now on community security / police vs. military in the region, and he has contacted me to express interest in coming out and delivering a talk, I would think in his role at CHDS where I guess he plays the role of adjunct faculty member.

Apparently he is a friend of my buddy, Tony Bryan, the top drawer guy on Caribbean policy.

If I need to fill in your slot, would Hilton be acceptable in your mind?

Thanks very much for your advice. God bless you and your family.

Lee

--

Lee M. Tablewski

Director, Project Mexico

Director, Professional Training

---

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twitter. @ioalee AND @iamericas

---

<sup>3</sup>Everything we desire, comes to us through the wire.<sup>2</sup>

Timbuk3

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

From: Heaton, John, Lt Col, DSCA/OGC  
Sent: Tuesday, May 31, 2011 9:53 AM  
To: Sabin, Roger, Deputy General Counsel, DSCA/OGC  
Subject: FW: Update and request

Roger-- Here's the first of several e-mails. This doesn't contain any of Mick Anderson's actual e-mails, but does indicate what CHDS has done so far.

v/r

Ricou

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

From: LaPlante, Kenneth [mailto:LaPlanteK@ndu.edu]  
Sent: Saturday, May 28, 2011 10:09 AM  
To: Murphy, Mollie; Heaton, John, Lt Col, DSCA/OGC  
Subject: Update and request

Ricou,Mollie, below is an email Rich sent to Sr Execs last night. He told Gen Fraser we put Mick on Admin leave. You recommended same. Earlier in day I had asked our A/Dean Jeff Murphy to find out how we do it. I had already told Mick, verbally and via email, that he could telecommute to work at home and reduce stress (he commute from vic Annapolis).

Given all the above I plan to call him again and tell him he is now on admin leave until post surgery.

You counsel as to whether to tell him admin leave or tell him to stay home via telecommute.

VR  
Ken

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

From: Downie, Richard  
To: 'James.Winnefeld@northcom.mil' <James.Winnefeld@northcom.mil>;  
'Paul.Stockton@osd.mil' <Paul.Stockton@osd.mil>; 'doug.fraser@hq.southcom.mil'  
<doug.fraser@hq.southcom.mil>  
Cc: 'Frank.Mora@osd.mil' <Frank.Mora@osd.mil>; 'paul.trivelli@hq.southcom.mil'  
<paul.trivelli@hq.southcom.mil>; 'joseph.kernan@hq.southcom.mil'  
<joseph.kernan@hq.southcom.mil>; 'steven.shepro@hq.southcom.mil'  
<steven.shepro@hq.southcom.mil>; 'lawrence.stutzriem@northcom.mil'  
<lawrence.stutzriem@northcom.mil>; 'steven.ratti@hq.southcom.mil'  
<steven.ratti@hq.southcom.mil>; 'Lisa.Samson@hq.southcom.mil'  
<Lisa.Samson@hq.southcom.mil>; 'Frank.Grass@northcom.mil' <Frank.Grass@northcom.mil>;  
'alfred.collins@hq.southcom.mil' <alfred.collins@hq.southcom.mil>;  
'Jeffrey.Fargo@northcom.mil' <Jeffrey.Fargo@northcom.mil>; Meyer, Stephen (CIV US

NDU/CHDS); Taylor, Rich; 'gerald.ketchum@hq.southcom.mil'  
<gerald.ketchum@hq.southcom.mil>; 'dash.jamieson@hq.southcom.mil'  
<dash.jamieson@hq.southcom.mil>; 'juan.ayala@hq.southcom.mil'  
<juan.ayala@hq.southcom.mil>; 'Bruce.McClintock@northcom.mil'  
<Bruce.McClintock@northcom.mil>; 'Walter.Earle@osd.mil' <Walter.Earle@osd.mil>;  
'James.Schear@osd.mil' <James.Schear@osd.mil>; 'Paul.Hulley@osd.mil'  
<Paul.Hulley@osd.mil>; LaPlante, Kenneth; Rondeau, Ann (VADM US USA/NAVY)  
Sent: Fri May 27 18:52:17 2011  
Subject: Re: Key Takeaways from CHDS Carribean Security Seminar

Thanks Sir.

On a separate subject--I am actually in Calif for my nephew's wedding, but am very sorry if you (and others on this distribution list) received ranting emails from Mick Anderson from CHDS. He is on heavy medication in preparation for brain surgery to remove a large tumor--and evidently he was having a meltdown.

We have shut off his IT account and access and will place him on admin leave until his surgery. Will keep you posted on how this situation plays out. V/R RDD

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

From: Winnefeld, James A Jr ADM USA NORAD USNORTHCOM HQs CC  
<James.Winnefeld@northcom.mil>  
To: Downie, Richard; Stockton, Paul HON OSD POLICY <Paul.Stockton@osd.mil>; Fraser, Doug M Gen USAF USSOUTHCOM/SC-CC (L) <doug.fraser@hq.southcom.mil>  
Cc: Mora, Frank O SES OSD POLICY <Frank.Mora@osd.mil>; Trivelli, Paul A AMB USSOUTHCOM/SC-CC (L) <paul.trivelli@hq.southcom.mil>; Kernan, Joseph D VADM USN USSOUTHCOM/SC-CC (L) <joseph.kernan@hq.southcom.mil>; Shepro, Steven Brig Gen USAF USSOUTHCOM/SCJ5 (L) <steven.shepro@hq.southcom.mil>; Stutzriem, Lawrence A Maj Gen USNORTHCOM HQs J5 <LAWRENCE.STUTZRIEM@northcom.mil>; steven.ratti@hq.southcom.mil <steven.ratti@hq.southcom.mil>; Samson, Lisa M CIV USSOUTHCOM/SC-PT (L) <Lisa.Samson@hq.southcom.mil>; Grass, Frank J LTG USA USNORTHCOM HQs DC <Frank.Grass@northcom.mil>; Collins, Alfred CAPT USN USSOUTHCOM/SC-CC (L) <alfred.collins@hq.southcom.mil>; Fargo, Jeffrey H COL USA NORAD USNORTHCOM HQs J59 <Jeffrey.Fargo@northcom.mil>; Meyer, Stephen (CIV US NDU/CHDS); Taylor, Rich; Ketchum, Gerald W BG USA USSOUTHCOM/SCJ7 (L) <gerald.ketchum@hq.southcom.mil>; Jamieson, Dash Brig Gen USAF USSOUTHCOM/SC-SI (L) <dash.jamieson@hq.southcom.mil>; Ayala, Juan G BGen USMC USSOUTHCOM/SC-CC (L) <juan.ayala@hq.southcom.mil>; McClintock, Bruce H Col NORAD USNORTHCOM HQs CC <Bruce.McClintock@northcom.mil>; Earle, Walter, CIV, OSD-POLICY <walter.earle@osd.mil>; Schear, James A SES OSD POLICY <James.Schear@osd.mil>; Hulley, Paul, SES, OSD-POLICY <Paul.Hulley@osd.mil>; LaPlante, Kenneth  
Sent: Fri May 27 07:56:15 2011  
Subject: RE: Key Takeaways from CHDS Carribean Security Seminar

Classification: UNCLASSIFIED

Thanks, Richard. A pretty good summary of the challenges we face, most of which operate well below the U.S. radar given so many other distractions, but which left unchecked will haunt us in the future.

My best,

Sandy

From: Downie, Richard [mailto:DownieR@ndu.edu]  
Sent: Thursday, May 26, 2011 3:16 PM  
To: Stockton, Paul HON OSD POLICY; Fraser, Doug M Gen USAF USSOUTHCOM/SC-CC (L); Winnefeld, James A Jr ADM USA NORAD USNORTHCOM HQs CC  
Cc: Mora, Frank O SES OSD POLICY; Trivelli, Paul A AMB USSOUTHCOM/SC-CC (L); Kernan, Joseph D VADM USN USSOUTHCOM/SC-CC (L); Shepro, Steven Brig Gen USAF USSOUTHCOM/SCJ5 (L); Stutzriem, Lawrence A Maj Gen USNORTHCOM HQs J5; Ratti, Steven H RADM USCG USSOUTHCOM/SCJ3 (L); Samson, Lisa M SES USSOUTHCOM/SCJ9 (L); Grass, Frank J LTG USA USNORTHCOM HQs DC; Collins, Alfred CAPT USN USSOUTHCOM/SC-CC (L); Fargo, Jeffrey H COL USA NORAD USNORTHCOM HQs J59; Meyer, Stephen A CIV USSOUTHCOM/SCJ9 (L); Taylor, Richard W CIV NORAD USNORTHCOM HQs J5; Ketchum, Gerald W BG USA USSOUTHCOM/SCJ7 (L); Jamieson, Dash Brig Gen USAF USSOUTHCOM/SCJ2 (L); Ayala, Juan G BGen USMC USSOUTHCOM/SC-CC (L); McClintock, Bruce H Col NORAD USNORTHCOM HQs CC; Earle, Walter, CIV, OSD-POLICY; Schear, James A SES OSD POLICY; Hulley, Paul, SES, OSD-POLICY; LaPlante, Kenneth  
Subject: Key Takeaways from CHDS Carribean Security Seminar

General Fraser, Admiral Winnefeld, ASD Stockton, FYI,

1. Overview. CHDS held a Caribbean Security Seminar for senior leaders from throughout the Carribean from 11-13 May. We co-sponsored the event in Barbados with the Regional Security System (RSS), which coordinates security issues for the Eastern Caribbean area and whose headquarters is in Bridgetown, Barbados. Participants included the Chiefs of Defense of Barbados and the Bahamas, as well as key civilian and military officials from nearly every independent island.

2. Key Takeaways. A few brief takeaways follow. The attached memo expands on these and other issues addressed during the event.

\* Chinese Influence in the Caribbean. Several senior Caribbean officials commented on how extensive, sophisticated and well-funded Chinese programs for the Caribbean have become. In addition to building economic ties, the Chinese are apparently seeking to become a military/security "partner of choice" for the Caribbean.

\* Illicit Trafficking Threats. Well-resourced transnational criminal organizations (TCO's) and their illicit activities are spawning brazen and extreme acts against public officials.

o Defense Forces are fully engaged in law enforcement and have limited additional capacity. The militaries and law enforcement are scrambling to catch up with new challenges. The cumulative impact is overwhelming.

\* Crime/Citizen Security. Crime/Citizen Security is at the top of the list of Clear/Present Dangers.

o Failure of government forces to adequately respond to crime is leading to fewer reports of crimes to authorities and vigilantism.

\* Climate Changes as a Security Threat? Climate change and natural disasters continue to be a significant concern for the Caribbean. While many Caribbean nations share the concern, Suriname was most vocal concerning the threat posed by rising sea levels along with extensive and cyclical flooding, which they consider to be a major national security challenge.



\* CyberSecurity. Cybercrime is becoming recognized as a threat, which now competes for already scarce public and private resources.

V/R RDD

Richard D. Downie, Ph.D.

Director,

Center for Hemispheric Defense Studies

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

From: Heaton, John, Lt Col, DSCA/OGC  
Sent: Tuesday, May 31, 2011 10:02 AM  
To: Sabin, Roger, Deputy General Counsel, DSCA/OGC  
Subject: FW: FW: Butt Boy

And here's the last e-mail I have from Mick Andersen--this time alleging Ken LaPlante referred to him inappropriately. And this e-mail was widely sent out to CHDS staff, OSD, NORTHCOM, etc.

v/r

Ricou

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

From: Murphy, Jeffrey [mailto:murphyj15@ndu.edu]  
Sent: Tuesday, May 31, 2011 9:22 AM  
To: Heaton, John, Lt Col, DSCA/OGC  
Subject: FW: FW: Butt Boy

---

From: Andersen, Martin Edwin  
Sent: Friday, May 27, 2011 4:43 PM  
To: Downie, Richard; CHDS-FACULTY-STAFF  
Cc: Gregory.craig@skadden.com; Rondeau, Ann (VADM US USA/NAVY); Thomas, David; Spencer, David; 'jameszackrison@hotmail.com'; 'James.Winnefeld@northcom.mil'; 'Ben.Gochman.ctr@northcom.mil'; Kjonnerod, Erik; 'millet1@aol.com'; 'stc921jhnsn@isp.com'; 'ecorr@ou.edu'; Wiarda, Howard (CTR US NDU/CHDS); Thomas, David; 'mora2@cox.net'; 'walter.earle@osd.mil'; 'Nicholas.Zimmerman@osd.mil'; 'ltablewski@ucsd.edu'; Kun, Luis; 'caffrey\_dennis@yahoo.com'; 'tomd@whistleblower.org'; 'funcongov@aol.com'; 'dbrian@pogo.org'; 'perez1oj@cmich.edu'; 'eldridg@american.edu'; 'afsatex@aol.com'; 'goodman@american.edu'; 'rileyprof@aol.com'; 'vgg@garibaldi.com'; 'crealuyo@aol.com'; 'juan.ayala@hq.southcom.mil'; 'steven.shepro@hq.southcom.mil'  
Subject: FW: FW: Butt Boy

---

From: Andersen, Martin Edwin  
Sent: Wednesday, April 09, 2008 11:33 AM  
To: 'martinedwinandersen@yahoo.com'

Cc: Andersen, Martin Edwin  
Subject: Butt Boy

On April 4, I was in Ken LaPlante's office when Mr. David Lamm of NESAs, our sister agency, walked in. Although I had met Mr. Lamb on various occasions, Ken introduced me to him as "Mick Andersen, my Butt Boy." I was both shocked and hurt by this description, but kept my temper and was able to say, "No Ken, I'm not." After Lamm left his office, I returned to tell Ken that I thought his description was both demeaning and inappropriate, that he could call me his "wing man," "assistant," or whatever, but not that. Ken claimed he was just kidding and I let the matter drop.

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NATIONAL DEFENSE UNIVERSITY  
CENTER FOR HEMISPHERIC DEFENSE STUDIES  
WASHINGTON, D.C. 20319-5066

June 10, 2011

Edwin Martin "Mick" Andersen  
5547 Harford Street  
Churchton, MD 20733

Dear Mick,

I hope that this letter finds you well on the road to recovery.

As your supervisor, I am asking you to stop sending out emails related to CHDS to location external to CHDS or proper channels.

*Andersen*

Sincerely,

Ken LaPlante  
Deputy Director

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

From: Farmer, Jeanne, , DSCA/PGM  
Sent: Friday, June 17, 2011 11:07 AM  
To: Sabin, Roger, Deputy General Counsel, DSCA/OGC  
Subject: FW: Re: CHDS Academic Dean Luis Not Visible Sense of Ethics

Just fyi, I received the following from friend at SOUTHCOM. He was quite surprised to receive it and had no idea what to do. (I told him to delete it.) I'm told NDU and CHDS continue to deal with the situation.

--- On Fri, 6/17/11, Martin E. Andersen <martinedwinandersen@gmail.com> wrote:

From: Martin E. Andersen <martinedwinandersen@gmail.com>  
Subject: Re: CHDS Academic Dean Luis Not Visible Sense of Ethics  
To: juanita.white@dsc.mil, kay.judkins@dsc.mil, lpa-web@dsc.mil  
Cc: glenn.olarte@hq.southcom.mil, "Downie, Richard" <downier@ndu.edu>, "LaPlante, Kenneth" <laplantek@ndu.edu>, "Cris Arcos" <arcoscs@yahoo.com>, "McGurk, Frank (CTR US NDU CHDS)" <mcurkf@ndu.edu>, "Thompson, John" <ThompsonJ17@ndu.edu>, "Howard J Wiarda" <wiarda@uga.edu>, "Herb and Dana Huser" <huserh@msn.com>, "ben.gochman.ctr" <Ben.Gochman.ctr@northcom.mil>, "Bitencourt, Luis" <bitencourt1@ndu.edu>, bburslie@lordoflifeva.org, "Earle, Walter, CIV, OSD-POLICY" <walter.earle@osd.mil>, "Spracher\_CNTR, William C." <William.Spracher@dia.mil>, "Thomas, David" <ThomasD2@ndu.edu>, "Margaret Daly Hayes (MDH)" <MDHayes@ebrinc.com>, edison650@gmail.com, "Torres-Ferrer, Alicia" <Torres-FerrerA@ndu.edu>, "Gonzalez, Francisco J" <GonzalezFJ@state.gov>, "MGB" <goldbissm@ndu.edu>, "Corr, Edwin G." <ecorr@ou.edu>, "Miguel Gonzalez" <newtec99@att.net>, "Tweddle, Henry (CTR US NDU CHDS)" <tweddleh@ndu.edu>, Isidro.sepulveda@gmail.com, "James Zackrison" <jameszackrison@hotmail.com>, marshall.smith.ctr@northcom.mil, "Cannon, Michael (CIV US NDU/CoS)" <michael.cannon@ndu.edu>, "nicholas.zimmerman" <Nicholas.Zimmerman@osd.mil>, rosvaldo28@gmail.com, r\_egan\_ellis@hotmail.com, "Meyer, Stephen (CIV US NDU/CHDS)" <stephen.meyer@hq.southcom.mil>, stcjhnsn@yahoo.com, "Taylor, Rich" <richard.taylor@northcom.mil>, "Torres, Jose R" <torresjr@ndu.edu>, "Beall, Van" <beallv@ndu.edu>

Date: Friday, June 17, 2011, 2:11 PM

P.S. The Bitencourt-Tulchin issue was, as I recall, taking place as U.S. Congressional investigators were deeply examining another DoD Regional Center. I repeatedly warned Downie and LaPlante about the need that they show themselves to be ethical leaders, or all our jobs would be at risk. This they failed, miserably and with ample opportunity, to do.

On Fri, Jun 17, 2011 at 9:55 AM, Martin E. Andersen  
<martinedwinandersen@gmail.com>



<<http://us.mc1808.mail.yahoo.com/mc/compose?to=martinedwinandersen@gmail.com>> >  
wrote:

Dear DSCA Colleagues,

The Defense Security Cooperation Agency (DSCA) is very clear on the arms length relationship its staff and satellite staff must have with outside private organizations and individuals.

<http://www.dsca.mil/ogc2010/ethics%202010/default.htm>

"Employees shall act impartially and not give preferential treatment to any private organization or individual."

Until recently CHDS Academic Dean Luis Bitencourt worked hard to cover his tracks on ideas, friends and contacts that appear to be unethical and some in apparent violation of DSCA rules and regulations.

Please take a look at the December 4, 2009 e-mail below.

As I recall, it turns out that the amount of money mentioned in the meeting might be off by several thousand dollars.

However the contract under question was significant, very hard to justify and the direct result of Bitencourt's relationship with the personally broken former Woodrow Wilson Center Latin America head Joe Tulchin.

I worked very hard to kill the contract, particularly after I heard that Tulchin called and screamed at CHDS contractor head Frank McGurk, demanding to be paid an exorbitant amount, just a day before Frank was to receive open heart surgery.

I have another e-mail that shows that Gen. (ret.) John Thompson thought the money spent was a terrible waste of CHDS public resources. He also worked behind the scenes to kill the project and CHDS's relationship with Tulchin.

In more recent times Bitencourt has become more obvious in his agenda.

Two years ago he tried to paint me as paranoid or crazy. (Perhaps he is right in the sense you almost need to be crazy to think you can get him, CHDS Director Rich Downie or CHDS Deputy Director Ken LaPlante (a 24 x 7 misplacer of truth) to act ethically.

Last month Bitencourt's relationship with the highly unethical former CHDS Academic Dean Craig Deare was on display.

Deare and his equally unethical sidekick Thomaz Costa were being feted by Bitencourt and Rich at what turned out to be a mandatory attendance CHDS meeting.

(I was accused by LaPlante of not being there when I in fact was. I was sitting next to Operations' Michael Borders, whose loud clapping for Deare and Costa more than made up for my sitting on my hands.)

An otherwise very diplomatic and unflappable senior CHDS person later expressed his disgust to me on the show provided by Downie, Costa, Bitencourt, and Deare.

---

From: Martin Edwin Andersen [mailto:martinedwinandersen@yahoo.com  
<<http://us.mc1808.mail.yahoo.com/mc/compose?to=martinedwinandersen@yahoo.com>> ]  
Sent: Friday, December 04, 2009 9:19 PM  
To: martinedwinandersen@gmail.com  
<<http://us.mc1808.mail.yahoo.com/mc/compose?to=martinedwinandersen@gmail.com>>  
Cc: Andersen, Martin Edwin  
Subject: Memo to file/Tulchin

It was said by senior staff in our eight o'clock meetings that Joe Tulchin has already been paid more than \$9,000 for work that has essentially already been done by his friend and former subordinate Luis Bitencourt. Why is he being paid that amount for work already done by a federal employee?

Frank McGurk also told me that Tulchin threatened to bring a lawsuit against him if he did not continue to be paid. Tulchin also wants approximately \$15,000 more than was agreed to, for apparently no additional work.

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Edwin Martin Andersen  
5547 Harford Street  
Churchton, MD 20733

Dear Mr. Andersen:

By letter dated 10 June 2011, I requested, as our supervisor, that you stop sending emails from your personal computer relating to CHDS business to addresses outside of CHDS and outside of the proper channels for such communication.

I understand that you have continued to send emails related to CHDS business from your personal computer to addressees outside of CHDS. As your supervisor, I direct that you cease and desist this activity immediately. If you have issues to raise regarding CHDS, you should bring those matters to CHDS management or follow proper channels.

Sincerely,

Ken LaPlante  
Deputy Director

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[Richard Downie draft 6/20/2011]

I understand that senior DOD leaders including Admiral Winnefeld, Commander, US Northern Command, the Chief of Staff of US Southern Command, former Secretary of Defense William Perry, ASD Stockton and DASD Mora, have received emails from an employee of the Center for Hemispheric Defense Studies (CHDS). The CHDS employee also sent emails to CHDS alumni groups in Latin America and other private citizens.

The allegations in the emails involve a number of current and former CHDS personnel and relate to alleged incidents, some of which are five or more years in the past. Some of the allegations have already been addressed and closed. We are reviewing each of the allegations raised in these emails to further ensure that appropriate action has been taken in all cases, where necessary. Of course, there are also avenues the employee can follow for an independent review outside of CHDS. To my knowledge, the employee has not pursued those options to date.

I am concerned that these emails and some in-person interactions have disrupted and may continue to disrupt CHDS and the National Defense University (NDU) in the performance of their mission. Therefore, in coordination with VADM Rondeau, President of the NDU, the employee's access to his IT account at NDU has been closed and emails from his personal email accounts have been blocked to *ndu.edu* addresses. All further contact with him is being managed through the NDU General Counsel. NDU has also revoked the employee's access to NDU buildings and assets until further notice. The employee is on leave. These are prudent actions under these circumstances.

We are working closely with VADM Rondeau, the NDU General Counsel, the DSCA General Counsel, and the Chief of the NDU's Human Resources Division to decide how to manage the employee's future performance of his duties. I will keep you informed of any significant developments in this unfortunate situation. Please let me know if you have any questions or concerns.

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---From: Martin E. Andersen <martinedwinandersen@gmail.com>  
Subject: Re: A message from the CHDS Director.  
Date: Wednesday, June 22, 2011, 8:16 PM

Here are two responses I have received--one from a well-known national security whistleblower, another from a good friend who took DoD to court for framing him on outrageous charges and who won hundreds of thousands of dollars in damages.

Person No. 1:

VERY interesting!

If my math is correct, his "Argentinian solution" declaration was made two years ago...

The fact they sent this proves how weak their position is.

RAGE ON MICK!

Person No. 2:

Kind of a non-statement. NDU and DSCA shouldn't even be involved; they are the ones under investigation. It should be the IG of Defense Criminal Investigation Service (DCIS) who are looking into it, and they should be concerned if the "subjects" are discussing the investigation

On Wed, Jun 22, 2011 at 2:23 PM, Martin E. Andersen  
<martinedwinandersen@gmail.com  
<<http://us.mc1808.mail.yahoo.com/mc/compose?to=martinedwinandersen@gmail.com>> >  
wrote:

Looks like "circle wagons and shoot messenger time" is their strategy ...

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

From: "CHDS Stratcom" <chdsstratcom@ndu.edu  
<<http://us.mc1808.mail.yahoo.com/mc/compose?to=chdsstratcom@ndu.edu>> >  
Date: Jun 22, 2011 11:36 AM  
Subject: A message from the CHDS Director.  
To:



I am writing to provide you information concerning some emails that you may have recently received from an employee of the Center for Hemispheric Defense Studies (CHDS).

The allegations in the emails involve a number of current and former CHDS personnel and relate to alleged incidents, some of which are five or more years in the past. Most of the allegations raised in these emails have already been addressed and closed. We are reviewing each of the remaining allegations to further ensure that appropriate action has been taken. In this review, we are working closely with appropriate authorities of the National Defense University and the Defense Security Cooperation Agency.

Please contact the CHDS Dean of Students, Administration & Outreach, John Thompson at: [thompsonj17@ndu.edu](mailto:thompsonj17@ndu.edu) <<http://us.mc1808.mail.yahoo.com/mc/compose?to=thompsonj17@ndu.edu>> if you have any questions or concerns.

Sincerely,  
Richard D. Downie, Ph.D.  
Director  
<http://www.ndu.edu/chds/>

**This page intentionally left blank to distinguish documents within Appendix A**

From: Martin E. Andersen <martinedwinandersen@gmail.com>  
Subject: Important: Mario Firmenich, Mario Montoto, Army Batallon 601 y CHDS's Craig Deare  
To: "Martin Andersen" <andersenm@ndu.edu>  
Date: Sunday, June 26, 2011, 4:09 AM

Craig Deare, Richard Downie's close and very unethical friend, is now a member of the "Board of Notables" of Fundacion TEADA, run by supposed Montonero guerrilla chief of staff Mario Montoto, whose Montonero boss, Mario Firmenich, was an Argentine Army 601 intelligence . CHDS knew this before Montono was allowed to lie in his presentations at CHDS (Please note: David Spencer did not know he was a fraud) ...

[http://webcache.googleusercontent.com/search?q=cache:lkjpscMaGI4J:www.wethetenants.com/taeda/index.php%3Foption%3Dcom\\_content%26view%3Darticle%26id%3D52%26Itemid%3D63%26lang%3Den+DEF+%22craig+deare%22&cd=3&hl=en&ct=clnk&gl=us&source=www.google.com](http://webcache.googleusercontent.com/search?q=cache:lkjpscMaGI4J:www.wethetenants.com/taeda/index.php%3Foption%3Dcom_content%26view%3Darticle%26id%3D52%26Itemid%3D63%26lang%3Den+DEF+%22craig+deare%22&cd=3&hl=en&ct=clnk&gl=us&source=www.google.com)  
<[http://webcache.googleusercontent.com/search?q=cache:lkjpscMaGI4J:www.wethetenants.com/taeda/index.php%3Foption%3Dcom\\_content%26view%3Darticle%26id%3D52%26Itemid%3D63%26lang%3Den+DEF+%22craig+deare%22&cd=3&hl=en&ct=clnk&gl=us&source=www.google.com](http://webcache.googleusercontent.com/search?q=cache:lkjpscMaGI4J:www.wethetenants.com/taeda/index.php%3Foption%3Dcom_content%26view%3Darticle%26id%3D52%26Itemid%3D63%26lang%3Den+DEF+%22craig+deare%22&cd=3&hl=en&ct=clnk&gl=us&source=www.google.com)>

Deare also published an article, "Una realidad preocupante," (see below, last article) in Montoto's DEFdigital.com magazine while a professor at CHDS ...

<http://webcache.googleusercontent.com/search?q=cache:T2XLh7HBOOIJ:www.defdigital.com.ar/%3Fp%3D225+DEF+%22craig+deare%22&cd=2&hl=en&ct=clnk&gl=us&source=www.google.com>  
<<http://webcache.googleusercontent.com/search?q=cache:T2XLh7HBOOIJ:www.defdigital.com.ar/%3Fp%3D225+DEF+%22craig+deare%22&cd=2&hl=en&ct=clnk&gl=us&source=www.google.com>>

Bob Olson, a retired U.S. army colonel with intimate relationships with the Argentine intelligence community, is a former CHDS dean ...

--- On Mon, 11/10/08, Andersen, Martin Edwin <AndersenM@ndu.edu  
<<http://us.mc1808.mail.yahoo.com/mc/compose?to=AndersenM@ndu.edu>> > wrote:

From: Andersen, Martin Edwin <AndersenM@ndu.edu  
<<http://us.mc1808.mail.yahoo.com/mc/compose?to=AndersenM@ndu.edu>> >  
Subject: FW: cirino (and Montoto, and what to do)  
To: "LaPlante, Kenneth" <LaPlanteK@ndu.edu  
<<http://us.mc1808.mail.yahoo.com/mc/compose?to=LaPlanteK@ndu.edu>> >  
Cc: martinedwinandersen@yahoo.com  
<<http://us.mc1808.mail.yahoo.com/mc/compose?to=martinedwinandersen@yahoo.com>>

Date: Monday, November 10, 2008, 3:38 PM

Ken,

You asked me how we knowingly perpetrated a fraud with Mario Montoto's appearance before one of our classes as an important former Montonero guerrilla, the largest leftwing terrorist organization in Latin America in the 1970s.

You asked for a "bulletized" rendition of what happened. Here it is:

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\* The day before Montoto showed up, I sent out a series of articles that cast irrefutable doubt on Firmenich's, and therefore Montoto's, authenticity.

\* That night, I went home and dug through my files to be able to offer you, the rest of the CHDS senior leadership, and others copies of Legat Scherrer's letters to me, establishing without any reasonable doubt that Firmenich was a penetration agent.

\* The morning that Montoto came, I passed out copies before the 8:00 meeting to several people, you included. You said you were not interested in reading them until you heard Montoto speak. I told you it was important to read them before. You declined. I also told Craig Deare, on whose chair I had left copies of the Scherrer letters, that he needed to read them. He said he was doing so.

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2) Not withstanding that, MM was not only allowed to monopolize more than four hours of the Director's time as well as to be photographed telling CHDS/its students his yarn under the most dubious pretense of being an authentic Montonero.

3) Nothing has been done, to my knowledge, a) to remediate with our students the false impression that they were receiving information from someone of credibility and authenticity, and b) to warn Montoto that--based on the dubious quality of his presentation and questions that have arisen--we do not wish him to use in any way photos or other documentation that would accredit that we believe him.

\* Given the time frames and the circumstances of Montoto's presence, I did everything I could to head this off at the pass. I was ignored.

Knowingly (Know"ing\*ly) adv. 1. With knowledge; in a knowing manner; intelligently; consciously; deliberately; as, he would not knowingly offend.; perpetrate ( ) tr.v. , -trated , -trating , -trates . To be responsible for; commit: a fraud, 1 a: deceit , trickery ; specifically : intentional perversion of truth in order to induce another to part with something of value or to surrender a legal right b: an act of deceiving or misrepresenting : trick2 a: a person who is not what he or she pretends to be : impostor ; also : one who defrauds : cheat b: one that is not what it seems or is represented to be

\* At best, what happened was gross negligence on the part of individuals, combined with a system that did not work properly. Unfortunately, our country's enemies rarely chose to portray our faults in their best light. This is why, to me, it is a strategic communications question of the first order.

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1) I think the threat level is "guarded" to "high", given that the Argentine government--allied with Hugo Chavez and his effective band of psy-ops types--is hostile to the United States. This is particularly so, since both governments are involved in a financial bribery scandal and are definitely interested in changing the subject.

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To: Andersen, Martin Edwin  
Subject: cirino  
He is PITAd.

It was advised that he was a PITA before he attended the last event. The guidance from leadership was that he was valuable anyway....

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This is the DB photo, I will see what else I can find  
<<Cirino.jpg>>

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From: Martin Edwin Andersen <martinedwinandersen@yahoo.com  
<<http://us.mc1808.mail.yahoo.com/mc/compose?to=martinedwinandersen@yahoo.com>> >  
To: Steve Tullberg <steve@earthwave.net  
<<http://us.mc1808.mail.yahoo.com/mc/compose?to=steve@earthwave.net>> >  
Sent: Mon, November 10, 2008 10:14:43 PM  
Subject: FW: cirino (and Montoto, and what to do)

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Una realidad preocupante

“No existe la seguridad hemisférica, en gran parte porque el concepto del hemisferio occidental es una construcción geográfica, más que una realidad geopolítica.”  
<<http://www.defdigital.com.ar/wp-includes/js/tinymce/plugins/wordpress/img/trans.gif>>

Por Craig. A. Deare

A pesar del término “seguridad hemisférica”, en la realidad del mundo en 2010 no existe tal cosa. Países seguros, sí, pero no existe la seguridad hemisférica, en gran parte porque el concepto del hemisferio occidental es una construcción geográfica, más que una realidad geopolítica. Geopolíticamente hablando, esta región física del mundo es muy heterogénea y fracturada.

Ya tenemos clara la situación actual del sistema internacional. El mundo se encuentra en el período de transición del sistema post-Westfaliano -dominado por actores estatales-, transitando por un ambiente híbrido que incluye actores estatales y no estatales, hacia un sistema que aún no se define. En el nivel superior del sistema actual se encuentran los actores estatales mayores -los grandes poderes-, los cuales todavía tienen la libertad de operar de manera semejante a como se hacía en los siglos pasados, aunque restringidos por el sistema. En un segundo término, se encuentran los poderes regionales, que tienen mucha influencia en los entornos subregionales, aunque también se hallan restringidos por el sistema internacional. Los demás países comparten el sistema con una cantidad creciente de actores no estatales, como las ONG, grupos armados, entre otros.

Ya sabemos que este mundo está interconectado políticamente y económicamente, a pesar de las grandes diferencias ideológicas y culturales, por un factor clave: la tecnología. La tecnología es la variable relevante para la situación actual: flujos impresionantes de capital, datos financieros, información política instantánea, avances médicos y también la proliferación de armas avanzadas (sobre todo en aspectos químicos, biológicos, y nucleares). Todo esto ha contribuido a un mundo en el cual los actores no estatales ejercen mayor influencia que en cualquier otro momento en la historia, para bien y para mal. La combinación del crecimiento geométrico demográfico con el crecimiento exponencial tecnológico contribuye a un mundo que a principios del siglo XXI ha entrado en una era de oportunidad enorme y también de peligros jamás previstos.

Evidentemente, la región comparte todas estas características. A pesar de raíces culturales y valores semejantes, la región está fragmentada política e ideológicamente. Es una desgracia que mientras algunos avanzan, otros retroceden, demostrando claramente la importancia del liderazgo para hacer que un país avance o retroceda. No obstante acuerdos y tratados, la verdad es que no hay armonía entre los vecinos.

Además de las amenazas militares aún existentes en esta región, la preocupación mayor es la serie de amenazas transnacionales que han surgido en el pasado reciente, que incluyen el narcoterrorismo; la posibilidad de proliferación de armas de destrucción masiva; el tráfico ilícito de drogas, armas, personas, contrabando y lavado de dinero; como también amenazas a redes de transportes y de comunicaciones, y elementos críticos de infraestructura. Paradójicamente, esta situación se debe en gran parte a la ineptitud de los gobiernos para solucionar los desafíos políticos, económicos, sociales y de justicia para sus pueblos, con el resultado no deseado de mayor inseguridad.

Finalmente, a esta situación no alentadora se le agrega la ausencia más notable de los Estados Unidos en la región, que va más allá de la falta de atención tradicional. El desinterés típico se ve agravado en el tema de la seguridad por su enfoque en Afganistán e Irak, además de sus preocupaciones con Pakistán, China, Corea del Norte, Irán, y varios actores no estatales como Al Qaeda, Hezbollah y otros. Esta ausencia, combinada con la fragilidad de muchos países de la región, nos presenta un futuro incierto, inseguro y preocupante.

> El autor es profesor del Centro de Estudios Hemisféricos para la Defensa (CHDS) de Washington.

This page intentionally left blank to distinguish documents within Appendix A

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

From: Jeff Murphy [mailto:jeffmurphy.chds@gmail.com]  
Sent: Wednesday, August 24, 2011 10:29 AM  
To: MurphyMA@ndu.edu; Sabin, Roger, Deputy General Counsel, DSCA/OGC  
Cc: Willis, Sheila; LaPlante, Kenneth; Murphy, Jeffrey  
Subject: Fwd: Personal Belongings

Mollie, Roger, Ken asked me to forward this to you for your awareness and any guidance you may have on this issue. Since the employee is barred from NDU, his personal belongings were inventoried by a two person team and boxed up. In a teleconference with NDU-HRD, I told him that we had inventoried and boxed up his effects and would deliver them to his residence subject to his availability. He said he would let me know a good date/time to do this and as of yet has not provided a date/time.

On a related, but separate note, we have a doctor's note clearing him to resume duty as of 29 Aug 11 and Ken has emailed him a list of appropriate duties and expectations that he will be expected to do while he teleworks.

Appreciate your continued assistance with this MER issue.  
r/  
Jeff

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

From: Martin E. Andersen <martinedwinandersen@gmail.com>  
Date: Tue, Aug 23, 2011 at 10:27 AM  
Subject: Re: Personal Belongings  
To: Jeff Murphy <jeffmurphy.chds@gmail.com>  
Cc: "LaPlante, Kenneth" <LaPlanteK@ndu.edu>, Ken LaPlante <kenlaplantechds@gmail.com>, Tom Devine <TomD@whistleblower.org>

Jeff,

Ken was contacted late last week by the person representing my interests, Tom Devine.

Without getting into details, it is my hope that no one besides myself will have to do anything with those belongings.

V/R,  
Mick

On Tue, Aug 23, 2011 at 7:56 AM, Jeff Murphy <jeffmurphy.chds@gmail.com> wrote:

Mick, despite repeated requests, you have not provided me with a date/time for us to bring you your personal belongings. Accordingly, we plan to mail you your things. Unless you provide another address, your items will be mailed to:

5547 Harford Street  
Churchton, MD 20733

r/ Jeff

**This page intentionally left blank to distinguish documents within Appendix A**

# APENDIX B

## Statement on Mick Andersen's Unexpected Visit

I, Denise Alvarez, felt frightened and concerned for my safety upon realizing and then seeing Mick Andersen in Alicia Torres and Monica Stapleton's office on Thursday, June 16, 2011. My feelings of concern were mainly due to Mick's recent irrational behavior and his disheveled appearance. However, it is also partially due to the unexpectedness of his visit. I understood that he had been temporarily barred from NDU. Therefore, it was a surprise to see him at CHDS.

# APENDIX C





NATIONAL DEFENSE UNIVERSITY  
CENTER FOR HEMISPHERIC DEFENSE STUDIES  
WASHINGTON, D.C. 20319-5066

June 17, 2011

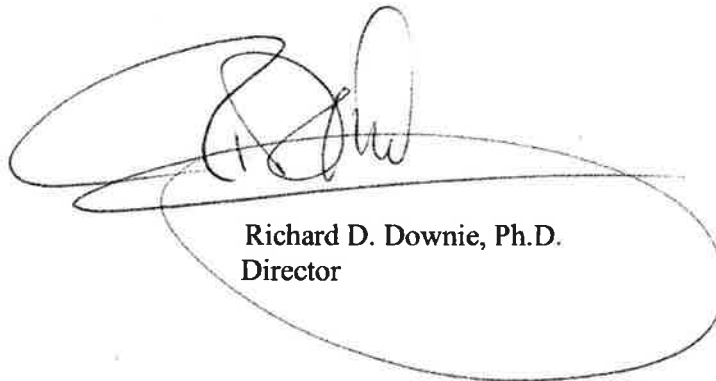
MEMORANDUM FOR VICE ADMIRAL A.E. RONDEAU, PRESIDENT,  
NATIONAL DEFENSE UNIVERSITY

SUBJECT: Denial of Access to CHDS Facilities - Mr. Martin Anderson  
Request for Barrment from NDU Facilities

Mr. Martin Andersen's unexpected and unannounced visit to the Center for Hemispheric Defense Studies (CHDS) on Thursday, June 16, raised concerns about personal security of CHDS personnel. He transmitted what were interpreted as verbal threats of an ambiguous nature that were reported to me by various individuals.

As Director of CHDS, I am concerned for the safety of my employees. Therefore, I made the decision that Mr. Andersen is banned from physical presence in the CHDS area of Abraham Lincoln Hall.

I respectfully request that he be denied entrance to any building within NDU that would permit him access to CHDS facilities and consideration that he be banned from Ft. Lesley J. McNair.



Richard D. Downie, Ph.D.  
Director

# APENDIX D



DEPARTMENT OF DEFENSE  
NATIONAL DEFENSE UNIVERSITY  
WASHINGTON, D.C. 20319-5066

REPLY TO  
ATTENTION OF:  
NDU-P

June 17, 2011

MEMORANDUM THRU DIRECTOR OF SECURITY, NATIONAL DEFENSE  
UNIVERSITY, FORT McNAIR, WASHINGTON, DC

FOR MR. MARTIN E. ANDERSEN, 5547 HARFORD STREET, CHURCHTON,  
MARYLAND 20733

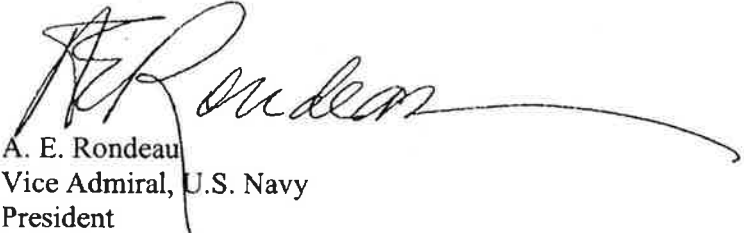
VIA: Federal Express and E-Mail (martinedwinandersen@gmail.com)

SUBJECT: Notice of Revocation of Access to the Facilities of the National Defense  
University, Fort McNair, Washington, DC

It has come to my attention that on June 16, 2011, you were present in the office spaces of the Center for Hemispheric Defense Studies (CHDS) and your interactions with several CHDS employees caused concern regarding your intentions when you stated "justice is coming August 1." This incident comes in conjunction with your recent actions that resulted in your access to the NDU network being suspended.

Based on the facts, I have determined your access to NDU buildings and assets are hereby revoked effective June 17, 2011 until further notice. Any attempt to access the facilities may result in punitive action.

If you have any questions concerning this matter you may contact Mr. Joe Pallanez, Director of Security, NDU at (202) 685-3835.

  
A. E. Rondeau  
Vice Admiral, U.S. Navy  
President

Copy to:  
NDU-COS

# APENDIX E



DEPARTMENT OF DEFENSE  
NATIONAL DEFENSE UNIVERSITY  
WASHINGTON, D.C. 20319-5062

CHDS-DD

13 September 2011

MEMORANDUM FOR Mr. Martin Edwin Andersen

SUBJECT: Notice of Proposed Suspension

1. This is official notification that I am proposing to suspend you from a pay and duty status and from your position of Publication and Communications Specialist at the Center for Hemispheric Defense Studies (CHDS) for four (4) calendar days in accordance with 5 CFR 752.201.

2. The charge and specifications for this action are:

CHARGE: Failure to Follow Guidance and Instructions, specifically to cease and desist sending communications on alleged improper actions by CHDS personnel to persons external to CHDS and outside of official investigative channels.

- a. On June 10, 2011, I sent you an email and a letter directing you to stop these actions. You continued to send out emails during the period June 11 thru July 6, 2011 detrimental to the Center.
- b. On July 6, 2011, I sent you via email and Federal Express (FEDEX) another letter, more formal and in more detail, to Cease and Desist these actions and to follow proper procedures and policy.
- c. On Monday, August 29, you formally resumed your modified duties with CHDS via telework; on August 31, 2011 you sent another email on alleged improper actions by CHDS personnel to persons external to CHDS and outside of official channels. On September 2, I sent you a third cease and desist letter via email telling you to stop and referring you to the Department of Defense Grievance process or DoD Inspector General.
  - On September 2, 2011, you sent out an email to numerous non-CHDS personnel and personnel outside CHDS official channels in direct violation of my three communications to you to cease and desist these type actions.

4. Your conduct and behavior adversely affect this organization. This proposed suspension is intended to be corrective in nature and to impress upon you the need for more responsible action on your part.

5. If you believe that a personal, medical or other problem is causing this misconduct, I encourage you to seek assistance through the Employee Assistance Program (EAP). Your supervisor can provide you an opportunity to visit the EAP counselor on duty time or you may call the EAP Coordinator, Carol Frazell, 703-696-3788, to arrange an appointment for yourself. Participation in this program is voluntary, and the specifics are kept confidential.

6. You have the right:

a. To reply to this notice of proposed suspension both personally and in writing, within seven calendar days of receipt of this memorandum.

b. To obtain a representative or an attorney of your choice. Any representative designation should be in writing and submitted to me.

c. To submit any all evidence you feel is relevant to the case, including affidavits or other documentary evidence you feel should be considered prior to a final decision. You must present your response to the deciding official; Dr. Richard D Downie. His telephone number is (202) 685-4670; fax is x 4674 and the mailing address is: Office of the Director, CHDS, 260 5<sup>th</sup> Avenue, S.W., Building 64, Room 3313, Fort Lesley J. McNair, Washington, D.C. 20319-5066. If you wish to reply verbally, you should contact the Deciding Official's office to schedule an appointment at an appropriate time and at an appropriate location. He will consider extending the time limit for submitting your response if you request the extension of time in writing and explain your reasons for needing more time.

7. You and/or your representative have the right to review the material used as a basis for this suspension action at the Human Resource Directorate, National Defense University, Human Resources Specialist, will assist you by making available the pertinent regulations and material used as the basis for this action. Sheila Willis may be contacted at (202) 685-0076 for an appointment.

8. Full consideration will be given to any reply, affidavits or other evidence that you submit before a final decision is made. Whether or not you reply, a written notice of final decision will be given to you.

9. Please acknowledge receipt of this memorandum by signing and dating the record copy provided.

Kenneth A. LaPlante,  
AD 3-3, SES  
Deputy Director

RECEIPT ACKNOWLEDGED

DATE

\_\_\_\_\_

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NATIONAL DEFENSE UNIVERSITY  
**CENTER FOR HEMISPHERIC DEFENSE STUDIES**  
WASHINGTON, D.C. 20319-5066

DSCA-CHDS

September 30, 2011

MEMORANDUM FOR MR. MARTIN EDWIN ANDERSEN

SUBJECT: Notice of Decision – Three (3) Calendar Day Suspension

Reference is made to the Notice of Proposed Suspension dated September 13, 2011, proposing your suspension for four (4) calendar days for failure to follow instructions.

In the Notice of Proposed Suspension, you were advised of your right to reply orally or in writing, or both. You submitted a written response on your behalf dated September 22, 2011.

In reaching my decision, I have carefully considered all the evidence that formed the basis for the proposed suspension together with the written statement provided by you. I have decided that the reasons set forth in the Notice of Proposed Suspension are fully sustained and warrant a suspension.

In determining the appropriateness of the penalty to be imposed, I considered all of the applicable Douglas Factors. (1) the nature and seriousness of the offense; (2) your position of responsibility (3) your lack of past disciplinary history; (4) employee's past work record: your work record has been mostly positive; (5) the effect of the offense upon the your ability to perform at a satisfactory level: I am hopeful that you have the ability to temper and adjust your professional conduct to be able to perform at a satisfactory level; (6) consistency of the penalty with those imposed upon other employees for the same or similar offenses: N/A; (7) consistency of the penalty with any applicable agency table of penalties; (8) the notoriety of the offense or its impact upon the reputation of the agency; (9) the clarity with which employee was on notice of applicable rules; (10) potential for rehabilitation; (11) mitigating circumstances including your serious medical condition; and (12) the adequacy and effectiveness of alternative sanctions to deter future misconduct.

I have further decided to hold this suspension in abeyance pending your separation from CHDS. If no further incidents occur, this suspension will not be imposed and will not become part of your official employment record. If further incidents do occur, the suspension will be imposed immediately and the further incidents of misconduct will result in more severe disciplinary action to include removal from Federal service.

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If you believe that you have been discriminated against on the basis of your race, color, religion, sex, national origin, age, physical or mental handicap and/or reprisal, you may file a complaint of discrimination with the Equal Employment Opportunity Directorate of the Military District of Washington. The following information is provided: Fort Myer Equal Employment Opportunity Officer, Building 469, Room 408, Fort Myer, Virginia 22111-5050; the telephone number is (703) 696-6271 or 6258.

The material relied on to support this action and governing regulations are available to you and your representative through NDU-HRD, Fort McNair, DC, at (202) 685-2169.



Richard D. Downie, Ph.D.  
Director

Copy to:  
Mr. Tom Devine

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Date Received

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Receipt Acknowledgement



# APENDIX F



**DEPARTMENT OF DEFENSE**

Defense Security  
Cooperation Agency

REPLY TO  
ATTENTION OF:

**SETTLEMENT AGREEMENT**

EMPLOYEE: MARTIN EDWIN ANDERSEN

AGENCY: CENTER FOR HEMISPHERIC DEFENSE STUDIES, DEFENSE SECURITY  
COOPERATION AGENCY, DEPARTMENT OF DEFENSE

**PRELIMINARY STATEMENT**

In the interest in the mutual resolution of their differences, the CENTER FOR HEMISPHERIC DEFENSE STUDIES (CHDS) and MR. MARTIN ANDERSEN enter into this Settlement Agreement. The parties sign this Agreement in exchange for the good and valuable consideration set forth herein, which, absent this Agreement, neither party is obligated to provide to the other and the adequacy of which is hereby acknowledged.

**TERMS AND CONDITIONS**

1. In exchange for the promises made by the agency in this Agreement, the Employee agrees not to institute a law suit under Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Age Discrimination in Employment Act of 1967 as amended, (ADEA), the Rehabilitation Act of 1974, as amended, (Rehab Act)] and the Whistleblower Protection Act.
2. It is understood that this agreement does not constitute and shall not be construed as an admission of liability or wrongdoing by the agency under Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Age Discrimination in Employment Act of 1967 as amended, (ADEA), the Rehabilitation Act of 1974, as amended, (Rehab Act)], and the Whistleblower Protection Act with respect to the Employee's employment with CHDS.
3. The Agency agrees:
  1. To extend employee's employment with CHDS to 31 March 2012.

2. To amend Mr. Andersen's Performance Evaluation for the period 1 July 2010 through 30 June 2011 and provide supervisor's Performance Evaluation for the period 1 July 2011 thru 31 March 2012 (currently in the excellent/75%+ range) as set forth at Attachment A.
  3. To sign a Letter of Recommendation in support of employee's future employment opportunities as set forth at Attachment B.
  4. To remove any derogatory information from employee's personnel file.
4. The Employee agrees:
1. To cease and desist any and all negative public discussion of CHDS and CHDS personnel (past and current) and issue a public apology at Attachment C.
  2. Waives, releases, and forever discharges the Agency, its employees and agents from any claims, complaints, demands, causes for actions, and damages arising out of his employment with the Agency. This includes all related matters (including any complaints with the DoD Inspector General, Office of Special Counsel and Congressional Offices).
  3. Employee agrees not to file any new complaints, claims, grievances, proceedings, appeals, or lawsuits in any judicial or administrative forum whatsoever (including the Merit Systems Protection Board, the Equal Employment Opportunity Commission, the Inspector General, the Office of Special Counsel or any other agency or other official's office) against the Agency, its employees or agents, arising out of his employment with the Agency, and all related matters. Employee agrees to withdraw any such complaints, grievances, proceedings, appeals, or lawsuits already filed within three (3) business days after this agreement is signed by both parties.

#### **MUTUAL UNDERSTANDINGS AND AGREEMENTS**

1. That no future claims or complaints of any kind arising out of Employee's past employment with the Agency will be pursued by Employee or any representatives except for the purposes of enforcing this agreement.


2. That this settlement, except as specifically provided for in this agreement, does not directly or indirectly include payment by the Agency or restoration of leave, back pay, allowances, damages, incentives, awards, bonuses, mementos, or unemployment compensation.
3. That this settlement, except as specifically provided for in this agreement, does not affect any right Employee has with respect to his federal civil service retirement annuity or other payments, nor does it create any new obligation or liability on the part of the Agency.
4. Neither party admits to the violation of any management practice, policy, rule, regulation, statute, or constitutional provision. Each expressly denies any guilt, liability, or wrong doing.
5. Both parties agree to keep the settlement terms of this agreement strictly confidential, and agree that neither the parties nor their representatives or family members will disclose, directly or indirectly, any information concerning this settlement agreement to anyone including but not limited to past, present, or future employees of the Agency who do not have an official need to know, except as follows: (a) as necessary to carry out the terms of this agreement; (b) to the Employee's immediate family; (c) to the Employee's tax preparer; (d) to any agency, court, or governmental body to which the Agency is required to report, or (e) as ordered by a court of competent jurisdiction.
6. Both parties agree not to disparage the other party. Any breach of this provision by the employee will result in the Agency being entitled to answer any such issues in a public forum.
7. Both parties intend that their heirs, successors, and assigns be bound by this agreement.
8. That, if determined by a court of competent jurisdiction, that this agreement contains an illegal provision, then the illegal portion of the agreement will be disregarded, and the balance of the agreement enforced as if the illegal portion had not been part of the agreement.

9. That the terms of this agreement do not establish precedent for any purpose, including but not limited to future personnel actions or settlement discussions involving any third party. Neither party shall make or permit representations to the contrary.
10. That this agreement may be used as evidence in subsequent proceedings in which either party alleges a material breach of this agreement.
11. That this agreement constitutes the full and complete understanding between Employee and the Agency. The parties agree and understand that no other promises or agreements which may have been stated or discussed during the period of time preceding the signing of this agreement will be binding on the Agency unless clearly stated in this agreement. Changes, modification, or clarifications to this agreement will be binding and valid only if in writing and signed and dated by Employee and the Agency.
12. Employee attests that by entering into this agreement, he has carefully read and fully understands all of its provisions, and that his signature is voluntary.
13. The parties agree that they understand all terms of the agreement and freely accept them, that they are entering into this agreement voluntarily, and that the date of this agreement shall be the date the last party to do so signs the agreement.
14. The parties understand the terms of this Agreement and enter into it voluntarily.
15. This document constitutes a final and complete statement of the Agreement between the parties. There shall be no modifications or amendments to this Agreement unless they are in writing, signed by the parties.
16. The parties agree that in the event that the Employee believes that the agency has failed to comply with the terms of this agreement, the procedures set forth at 29 C.F.R. Section 1614.504 shall govern. Employee shall notify the agency's EEO

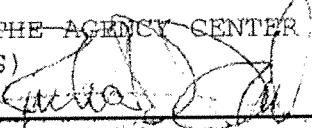
Director, in writing, of the alleged noncompliance within 30 days of when the Employee knew or should have known of a breach of this agreement. The Employee may request that the terms of the settlement agreement be specifically implemented or, alternatively, that the complaint be reinstated for further processing from the point processing ceased. The agency shall resolve the matter and respond to the Employee in writing. If the agency has not responded to the Employee, in writing, or if the Employee is not satisfied with the agency's attempt to resolve the matter, the Employee may appeal to the Commission for a determination as to whether the agency has complied with the terms of the settlement agreement or final decision. The Employee may file such an appeal 35 days after he has served the agency with the allegations of noncompliance, but must file an appeal within 30 days of his receipt of an agency's determination.

17. The Employee knowingly and voluntarily waives all rights under the Age Discrimination in Employment Act of 1967 (ADEA) which pertain to allegations of age discrimination as specified in the Employee's complaint. Federal law provides that the Employee may have 21 days from receipt of the agreement to review and consider this agreement before signing it. The Employee further understands that he/she may use as much of this 21-day period as he/she wishes prior to signing and delivering this agreement. Federal law further provides that the Employee may revoke this agreement within seven (7) days of the Employee's signing and delivering it to the agency. Federal law also requires us to advise the Employee to consult with an attorney before signing this agreement. Having been informed of these rights, and after consultation with his/he counsel, Employee waives these rights.

18. This Agreement shall be effective as of the last date on which the parties sign on the lines provided below.

  
 \_\_\_\_\_ 12/18/11  
 Mr Martin Edwin Andersen DATE  
 EMPLOYEE

  
 \_\_\_\_\_ 12/21/11  
 Mr. Tom Devine DATE  
 Attorney for Employee

FOR THE AGENCY CENTER FOR HEMISPHERIC DEFENSE STUDIES  
 (CHDS)  
  
 \_\_\_\_\_ 12/16/11  
 RICHARD D. DOWNIE DATE  
 DIRECTOR, CHDS

Dear Ladies and Gentlemen, friends and all,

With this email I wish to apologize for my past negative, hurtful and demeaning comments and/or implications about the Center for Hemispheric Defense Studies, its faculty, staff and contractors.

While I admit that I do have issues with specific individuals at CHDS, as a whole its members work tirelessly day and sometimes night to develop, coordinate and present forward-looking and cutting-edge education events. Overall, CHDS is a solid organization with an exceptional past and incredible future.

Please accept my apologies for my negative communications. (I was experiencing extremely stressful medical issues, under heavy medication, and not fully cognizant of my daily activities.) However, I am happy to report that I am improving daily.

Thank you for your thoughts and prayers.

Sincerely,



Martin Edwin "Mick" Andersen



## Certificate Of Service

e-Appeal has handled service of the assembled pleading to MSPB and all of the Parties.

Following is the list of the Parties in the case:

Name & Address	Documents	Method of Service
MSPB: Washington Regional Office	Response to Agency Response to Order to Show Cause - Jurisdiction (Settlement Agreement) dated 3/6/2019	e-Appeal / e-Mail
Martin Andersen Appellant	Response to Agency Response to Order to Show Cause - Jurisdiction (Settlement Agreement) dated 3/6/2019	e-Appeal / e-Mail
Mollie A. Murphy Agency Representative	Response to Agency Response to Order to Show Cause - Jurisdiction (Settlement Agreement) dated 3/6/2019	e-Appeal / e-Mail
Kara Greenberg Agency Representative	Response to Agency Response to Order to Show Cause - Jurisdiction (Settlement Agreement) dated 3/6/2019	e-Appeal / e-Mail