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Attorneys for Plaintiff

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADAMS

DEBRA E. HANSON,

Plaintiff,

VS.

NICKIE L. HERTZOG, aka Nickie Frazier Hertzog, individually and dba The Park at Claircrest; PN MANAGEMENT, LLC, a Missouri limited liability company, dba The Park at Claircrest; and CLAIRE HERTZOG,

Defendants.

Case No. CV-2016-3654

PLAINTIFF'S SUPPLEMENTAL EXPERT WITNESS DISCLOSURE

COMES NOW, Plaintiff, Debra E. Hanson, by and through her attorneys of record, Millemann, Pittenger & Pemberton, LLP, and hereby supplements her September 27, 2017, Expert Witness Disclosure based on Defendant Nickie Hertzog's disclosure of the document entitled "Coowner [sic] Agreement of 'Diva' Sherwood Superheroince [sic] For Show and Breeding Purposes" which document was produced as Exhibit C to Defendant Nickie Hertzog's First Set of Interrogatories, Request for Production of Documents and Requests for Admission to Plaintiff (hereinafter "Alleged Co-Owner Agreement").

#### **Retained Expert Witnesses:**

### 1. David S. Moore

Moore Document Laboratory Fair Oaks, CA c/o Millemann, Pittenger & Pemberton, LLP

#### A. Qualifications.

Mr. Moore has over 40 years' experience as a document examiner and has been practicing in full-time private practice for the last 23 years. Mr. Moore is a board certified and tested Diplomate of the American Board of Forensic Document Examiners. Mr. Moore is a member of the American Academy of Forensic Sciences and various other professional organizations. Mr. Moore's qualifications are set forth in more detail in his curriculum vitae attached hereto as **EXHIBIT A**.

#### B. Publications.

Mr. Moore's publications are included in his curriculum vitae attached hereto as

#### EXHIBIT A.

## C. Testimonial History.

Mr. Moore's testimonial history is included in **EXHIBIT B**.

### D. Compensation.

Mr. Moore is being compensated at a rate of \$300.00 per hour.

### E. Material reviewed and data relied upon.

Mr. Moore's testimony will be based on his education, training, knowledge, expertise and experience, as well as his review of the evidence in this case. Mr. Moore may also review documents exchanged in discovery, deposition transcripts, evidence produced at trial, trial testimony, or any other information or evidence produced in this case. Mr. Moore specifically reviewed the Alleged Co-Owner Agreement, the Puppy Sales Agreement and checks signed by Debi Hanson as provided herewith.

#### F. Exhibits to be used in support of opinion.

- **EXHIBIT A** Mr. Moore's curriculum vitae;
- **EXHIBIT B** David S. Moore Testimony in 2013-2017;
- **EXHIBIT C** Alleged Co-Owner Agreement;
- **EXHIBIT D** Puppy Sales Agreement signed by Debi Hanson;
- **EXHIBIT** E Checks signed by Debi Hanson;
- **EXHIBIT F** DM17155 Video Prints;
- **EXHIBIT G** DM17155 Q1 TW Grid;

- EXHIBIT H DM 17155 Cut & Paste Charts; and
- Any other documents disclosed for trial.

## G. Subject matter and substance of opinions.

It is anticipated that Mr. Moore will testify regarding issues within his expertise, and will testify that all opinions he expresses are held to a reasonable degree of certainty and on a more probable than not basis. It is anticipated that Mr. Moore will testify regarding his education, training, experience, and credentials. Mr. Moore will testify about forensic document examination, signature authentication, methods to recognize when a signature is unauthentic, forged, copied, cut and pasted, or otherwise duplicated.

Mr. Moore will respond to any analysis proffered by Defendants related to forensic document examination, signature authentication, or related to any other at-issue documents.

Mr. Moore will testify about general forensic document examination, his practices and procedures, testing he performs, and methods used to examine and test signatures. Mr. Moore will testify that when an individual signs his/her signature, that signature is unique. For example, if studying multiple signatures from the same person, no two signatures would be identical.

Mr. Moore will testify about the Alleged Co-Owner Agreement (attached hereto as **EXHIBIT C**) which he examined and tested. Mr. Moore examined and tested the Alleged Co-Owner Agreement to determine the authenticity of Debi Hanson's signature. Mr. Moore compared the Alleged Co-Owner Agreement with the Puppy Sales Agreement (attached hereto as **EXHIBIT D**), and Ms. Hanson's signature contained on the last page of the Puppy Sales Agreement. Mr. Moore will also testify about numerous other samples of Debi Hanson's signature, including, but not limited to, checks processed from Ms. Hanson's bank account with her signature on such checks.

Mr. Moore will testify about the methods he uses to examine a document. Mr. Moore created charts to document his findings related to the Alleged Co-Owner Agreement. Those charts include **EXHIBIT F**-DM17155 Video Prints, **EXHIBIT G**-DM17155 Q1 TW Grid, **EXHIBIT H**-DM 17155 Cut & Paste Charts. Mr. Moore will describe how these charts document his findings. Mr. Moore will testify about the process of reducing and enlarging signature sizes in the process of cut and pasting.

Mr. Moore will testify the purported signature of Debi Hanson next to Breeder/Owner in the Alleged Co-Owner Agreement (**EXHIBIT C**) was scanned and pasted. Mr. Moore will testify

that both the signature and signature line were scanned and pasted. The Puppy Sales Agreement was the source document. The signature of Debi Hanson on the Puppy Sales Agreement was scanned and pasted as the purported signature of Debi Hanson on the Alleged Co-Owner Agreement. Debi Hanson's signature is not authentic.

Mr. Moore will testify about other anomalies contained in the Alleged Co-Owner Agreement. The font used in the Alleged Co-Owner Agreement is inconsistent. The font on the top 4/5th of the document is sans serif and the font starting from the word "SIGNATURES" is serif. The margins of the document are inconsistent. The two signature lines on the document do not align vertically. The signature line for Nickie Hertzog's signature is slightly longer. Mr. Moore will also discuss the differences in printer toner that can be observed on the document.

Mr. Moore will provide his conclusion that Debi Hanson did not sign the Alleged Co-Owner Agreement. Instead, Debi Hanson's signature on the Alleged Co-Owner Agreement (EXHIBIT C) was cut and pasted from the source document, the Puppy Sales Agreement (EXHIBIT D).

Mr. Moore may substitute his opinion should additional information become available, based on deposition or trial testimony, and may provide a written report.

Plaintiff reserves the right to call any persons disclosed by Defendants as witnesses in discovery responses to discuss any matter for which they are competent to testify, including any matter within the scope of their expertise based upon their training, education and/or experience and any matters about which they may testify during any depositions. Plaintiff also reserves the right to call at trial any and all persons whose names appear in depositions, interrogatory answers, or other discovery.

Plaintiff reserves and does not waive her right to supplement this disclosure as well as to identify and disclose any additional expert witnesses that may be necessary.

Any expert witnesses whom Plaintiff elects not to call at trial are declared to be consulting witnesses only, whether deposed or not. No other party may call such consulting experts to testify at trial without first obtaining Plaintiff's permission. By making this disclosure, Plaintiff does not represent that she will call the disclosed witness or that the disclosed witness will be present at trial. Plaintiff reserves the right to full protection of consulting experts as provided in the Idaho Rules of Civil Procedure and applicable case law prohibiting Defendants

from using any testimony or deposition or portions thereof of any consulting expert not chosen by Plaintiff to be called at the time of trial.

Plaintiff reserves the right to supplement this disclosure in the event the individuals identified herein become unavailable to testify at trial. Plaintiff further reserves the right to supplement this disclosure as necessitated by the identification of additional expert witnesses or additional opinions of experts previously disclosed.

DATED this 20th day of November, 2017.

MILLEMANN, PITTENGER & PEMBERTON, LLP

Amy K. Holm

Attorney for Plaintiff

## **CERTIFICATE OF SERVICE**

I hereby certify that on the 20th day of November, 2017, I caused to be served, a true and correct copy of the foregoing as addressed and indicated below:

#### **Defendant's Counsel:**

Ron R. Shepherd Shep Law Group 1990 N. Meridian Rd. Meridian, ID 83646

US Mail

Facsimile (208) 887-3443

ron@sheplawgroup.net

AMVK HOLA

## Forensic Document Examiner

MOORE DOCUMENT LABORATORY 9010 BARRHILL WAY FAIR OAKS, CA 95628

PH. (916) 989-3205 / (800) 989-3205 FAX (916) 989-9674

email: dmoore@mooredocs.com

Certified as DIPLOMATE of American Board of Forensic Document Examiners (since 1978)

October 2017

October 2017

Southwestern Association of Forensic Document Examiners

Southern Association of Forensic Scientists

Forensic Sciences

FORMAL EDUCATION

American Society of

Questioned Document

American Academy of

Examiners (2008-1012)

B.S., Criminal Justice, University of Nebrasks, Omaha, NB; 1972 (4.0 GPA).
M. Ed., Adult Education, Georgia Southern College, Statesboro, Georgia;
1976 (4.0 GPA).

PROFESSIONAL TRAINING

Questioned Document Course, US Army Criminal Investigation (CID) Laboratory, Fort Gordon, GA; Jan. 1974 - Dec. 1975.

US Secret Service Questioned Document Course, Washington, D.C.; Nov. 1975. Survey of Questioned Documents, Federal Bureau of Investigation, Quantico, VA; Jul. 1975.

Questioned Documents Examination Proficiency Tests, Crime Laboratory Proficiency Testing Program: 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1995, 1996, 1997, 1993 (tests 9806 & 9814), 1999 (tests 99-521 & 99-524), 2000 (tests 00-521 & 00-524), 2001 (test 01-521), 2003 (test 03-521).

Frequency Occurrence in Handwriting and Hand Frinting Characteristics Workshop; American Academy of Forensic Sciences (AAFS) Meeting; Las Vegas, NV, Feb 2016.

Adobe Photoshop for Forensic Document Examiners Workshop; Southwestern
Association of Forensic Document Examiners (SWAFDE) Meeting, Monterey,
CA; Apr 2012.

Courtroom Fresentations Workshop; SWAFDE Meeting, Monterey, CA; Apr 2012.

Using Adobe Photoshop in a QD Workflow Workship; American Society of Questioned Document Examiners (ASQDE) Meeting; Philadelphia, PA; Aug 2011.

Printing Process Identification for Forensic Occument Examiners Workshop; ASQDE Meeting; Philadelphia, PA; Aug 2011.

The Forensic Examination of Facsimile Copies, Transmission Reports & Activity Journals Workshop; SWAFDE Meeting, Scottsdale, AZ; May 2011.

The Forensic Examination of Electronically Captured Signatures Workshop; SWAFDE Meeting, Scottsdale, AZ; May 2011.

Signature Examination: Translating Basic Science to Practice Workshop; ASODE Meeting, Victoria, BC, Canada; Aug 2010.

Electronic Recording & Analysis of Handwritter Signatures & Writings Workshop; ASQDE Meeting, Victoria, BC, Canada; Aug 2010.

Signature Workshop, ASQDE Meeting, Victoria, BC, Canada; Sep 2010.

Challenging Signatures Workshop; ASQDE Meeting; Dearborn, MI; Aug. 2009

Handwriting of a Homogenous Population Workshop; ASQDE Meeting, Dearborn, MI; Aug. 2009.

Indentation Sequencing Workshop, ASQDE Meeting; Dearborn, MI; Aug 2009.
The Examination of Documents Produced Using Inkjet Technology Workshop; ASQDE
 Meeting; Dearborn, MI; Aug. 2009

### PROFESSIONAL TRAINING (Cont'd)

ABFDE Business Records Workshop; ASQDE Meeting, Ashville, NC; Aug. 2008.

Typography - Testing to Testimony Workshop, ASQDE Meeting, Ashville, NC; Aug. 2008.

Authenticating Questioned Documents Seminar, ASQDE Meeting, Boulder, CO; Aug. 2007.

Photoshop Class; SWAFDE Meeting; Tempe, AZ; Sep. 2006

How Frye and Daubert Have Changed the Presentation of Criminalistics and Questioned Documents in Court Workshop; American Academy of Forensic Sciences (AAFS) Meeting; Seattle, WA; Feb. 2006.

Digital Output Devices & Forensic Examination of Electrophotographic Documents Workshops; SWAFDE Fall Meeting; Golden, CO; Oct. 2004.

Adobe Photoshop for Forensic Document Examiners; American Academy of Forensic Sciences (AAFS) Meeting; Dallas, TX; Feb. 2004.

Practical Digital Photography Workshop; AAFS Meeting; Atlanta, GA; Feb. 2002.

Tour of Scientific Games, Security Printing Company That Produces Lottery Tickets & Games; AAFS Meeting; Atlanta, GA; Feb. 2002.

Paper Science Related to Questioned Documents Workshop; AAFS Meeting; Atlanta, GA; Feb. 2002.

Detection of Counterfeit Documents Workshop; SWAFDE Fall Meeting; Tempe, AZ; Sep. 2001.

Forensic Examination of Typographic Documents Workshop; SWAFDE Fall Meeting; Tempe, AZ; Sep. 2001.

History of Handwriting, Basic Calligraphy, Sketching, and Signature Workshop; SWAFDE Spring Meeting; Monterey, CA; Mar. 2001.

The 2nd International Symposium on the Forensic Examination of Questioned Documents (sponsored by the FBI); Albany, NY; Jun. 1999.

National Conference on Science and the Law; San Diego, CA; Apr. 1999.

Medical Record Examination Advance Study Workshop (sponsored by ABFDE); San Diego, CA; Mar. 1998.

Difficult & Complex Handwriting Examinations Seminar (sponsored by the ABFDE); Burlingame, CA; Jan. 1997.

Managing Your Private Practice Seminar; SWAFDE 15th Anniversary Conference; Tucson, AZ; Oct. 1996.

The Fifth Annual National Expert Witness And Litigation Seminar; Hyannis, MA; Jun. 1996.

Video Spectral Examinations: Imaging Documents Throughout the Spectrum Workshop; AAFS Meeting; Nashville, TN; Feb. 1996.

Digital Image Processing for Questioned Document Examiners Workshop, AAFS Meetings; Seattle WA; Feb. 1995 & Nashville, TN; Feb. 1996.

Questioned Document Reference Database and Typewriter Classification Database Workshop; AAFS Meeting; Seattle, WA; Feb. 1995.

Fluorescence and Luminescence Techniques in Questioned Documents Symposium; California Criminalistics Institute (CCI), CA Department of Justice; Sacramento, CA; Feb. 1992.

Courtroom Presentation of Evidence Class; CCI, CA Department of Justice; Sacramento, CA; Oct. 1991.

Laser Seminar, Southern California Laser Study Group; Downey, CA; Feb. 1990. Photocopier Workshop, AAFS Meeting; Philadelphia, PA; Feb. 1988.

Questioned Documents Signature Seminar, AAFS Meeting; Philadelphia, PA; Feb. 1988.

## RELEVANT WORK EXPERIENCE

1994-Present: Full-time private practice as proprietor of *Moore Document Laboratory*, Fair Oaks, CA.

1984-1994: Questioned Document Examiner II, California Department of Justice, Sacramento, CA.

1982-1984: Examiner of Questioned Documents, Las Vegas Metro. Police Criminalistics Laboratory, Las Vegas, NV.

1980-1982: Senior Questioned Document Analyst, Southern Region US Postal Crime Lab, Memphis, TN;

1980: Questioned Document Examiner II, California Department of Justice, Sacramento, CA.

1978-1979: Chief, Questioned Documents Section, US Army CID Laboratory, Fort Gordon, GA.

1976-1978: Examiner of Questioned Documents, US Army CID Laboratory, Fort Gordon, GA.

1974-1975: Questioned Document Student, US Army CID Lab., Fort Gordon, GA. 1965-1979: Special Agent, US Army Criminal Investigations (CID) Agency.

#### CERTIFICATE

Board Certified (and Tested) as "Diplomate" of the American Board of Forensic Document Examiners (ABFDE); since 1978; recertified for an additional 5 years in 2013. (Certificate #013).

### PROFESSIONAL MEMBERSHIPS/ OFFICES HELD

The American Academy of Forensic Sciences (AAFS), Fellow, since 1975.
The Southern Association of Forensic Scientists (SAFS), Member, since 1975.
The Southwestern Association of Forensic Document Examiners (SWAFDE), Member,

The American Society of Questioned Document Examiners (ASQDE), (2008-2012).

Northern California Laser Study Group, Member (1988 - 1994).

American Society of Testing & Materials (ASTM), Member (1997-2013).

Document Examiners of Northern California Study Group (DENC) since 1997.

Coalition of Private Practice Examiners (COPPE), Member since 1997.

National Honor Society of Phi Kappa Phi, Member since 1976.

Director of the Board of ABFDE; 1999- 2002.

since 1985.

Director of the Board of Forensic Specialty Accreditation Board; 2000 -2002.

Northern Pacific Regional Representative of SWAFDE; 1998-2003.

Northern California Regional Representative of SWAFDE; 1997.

Proficiency Testing Committee, SWAFDE, Chairperson, 1989/90.

Continuing Education Committee, ABFDE, Chairperson, 1999-2002.

Editorial Staff of the Southwestern Examiner, Member, 1992.

Public Relations Committee, SWAFDE, Member, 1996/1997.

COPPE Representative at Scientific Working Group - Documents (SWGDOC)

Subcommittee for Standard Operating Procedures and Terminology, Apr. 1999.

## PROFESSIONAL MEETINGS

American Academy of Forensic Sciences (AAFS): 1975, 1978, 1980, 1981, 1984, 1985, 1986, 1987, 1988, 1991, 1993, 1995, 1996, 1998, 2000, 2002, 2003, 2004, 2005, 2009, 2013 & 1016.

American Society of Question Document Examiners (ASQDE): 1976, 1983, 1988, 1989, 1990, 1994, 1997, 2001, 2007 & 2008, 2010 & 2011.

International Association for Identification (IAI): 1988.

Southwestern Association of Forensic Document Examiners (SWAFDE): Spr. 1983, Fall 1985, Fall 1986, Fall 1987, Spr. & Fall 1988, Fall 1989, Spr. 1990, Spr. & Fall 1991, Spr. 1992, Spr. 1993, Spr. 1994, Spr. & Fall 1996, Fall 1997, Spr. & Fall 1998, Spr. & Fall 1999, Spr. & Fall 2000, Spr. & Fall 2001, Spr. & Fall 2002, Spr. 2003, Spr. & Fall 2004, Spr. & Fall 2005, Spr.

2001, Spr. & Fall 2002, Spr. 2003, Spr. & Fall 2004, Spr. & Fall 2005, Spr. & Fall 2006, Fall 2007, Spr. 2008, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017.

### PROFESSIONAL MEETINGS (Cont'd.)

California State Div. of the International Association for Identification, 1986. Southern Association of Forensic Sciences (SAFS): 1974, 1978, 1979 & 1982.

California Association of Criminalists (CAC): Spr. 1989.

California State Technical Exchange Program (STEP): 1985, 1989, 1990 & 1991.

Northern California Laser Study Group: Nov. 1988, Mar. 1989, Oct. 1989, Jul.

1990, Sep. 1990, Mar. 1991, May 1992, Jan. 1993, & Feb. 1994.

Mar., Jun. & Document Examiners of Northern California (DENC) Study Group: Sep. 1997; Jan., Mar. & Jul. 1998; Mar. & Nov. 1999; Aug. 2000 & May 2003.

American Society of Testing & Materials (ASTM) Subcommittee E30.02 Questioned Documents: 1998 & 2002.

National Conference on Science and the Law: Apr. 1998; Oct. 2000.

#### PROFESSIONAL PAPERS

An Unusual Signature; presented at the 1975 Meeting of SAFS. A Comprehensive Two-Year Training Program for Questioned Document Examiners; presented at the 1976 Conference of ASQDE.

- Determining the Sequence of Ball-Point Pen Writings A New Method?;.
- presented at the 1977 Meeting of AAFS and published in Jan. 1978, Journal of Forensic Sciences.
- The Importance of Shading Habits in Handwriting Identification A Case Study; presented at the Fall 1978 Meeting of SAFS and published in Jan. 1983, Journal of Forensic Sciences.
- Evaluation of a Method to Detect the Site of Rubber Erasures by Powder; presented at the Fall 1979 Meeting of SAFS and published in Oct. 1981, Journal of Forensic Sciences.
- The Identification of an Office Machine Copy of a Printed Copy of a Photographic Copy of an Original Sales Receipt; presented at the 1981
- Meeting of AAFS and Published in Jan 1982, Journal of Forensic Sciences. Handprinted Notes from a 13-Year-Old Boy; presented at the Spring 1983 Meeting of SWAFDE.
  - A Case Study of the Dangers of Office Machine Copiers: Beware of Self-Serving Standards; presented at the 1983 Conference of ASQDE.
- The Importance of Originals: Two Typewriter Case Histories; presented at the Fall 1985 Meeting of SWAFDE.
- The Electrostatic Detection Apparatus (ESDA) and its Effects on Latent Prints on Paper; presented at the 1986 Meeting of CSDIAI and 1987 Meeting of AAFS and published in Mar. 1988, Journal of Forensic Sciences.
- Obtaining Original Typewriter Specimens A Case Study; presented at the 73rd Annual Conference (1988) of IAI.
- Conspiracy to Surreptitiously Provide False Nonrequest Known Writings; presented at the 1989 Meeting of STEP, the 1939 Conference of ASQDE and the Fall 1989 Meeting of SWAFDE.
- The Appearance of Selective Differentiation of Homogenous Ball Pen Ink Lines by Reflected Infrared Irradiation; presented at the 1989 Conference of ASQDE and published in the 1990 Vol. 45 issue of the Forensic Science International under the title: Abnormalities Encountered in Infrared Examinations of Ball Pen Writing Over Correction Fluid.
- Page to Book Association Using the Electrostatic Detection Apparatus (ESDA); presented at the Spr. 1990 Meeting of SWAFDE and 1991 Meeting of AAFS.
- VSC-1 Resolves Confusion between Carbon and Ink Lines; presented at the Spring 1990 Meeting of SWAFDE, the Jul. 1990 Northern California Laser Study Group and the 1990 Meeting of ASQDE.
- Rainbow Pencils; presented at the Spring 1990 Meeting of SWAFDE, the 1990 Meeting of STEP, the 1990 Meeting of ASQDE and the 1991 Meeting of AAFS.
- Would You Believe a .308 Caliber Pen?, presented at Spring 1991 Meeting of SWAFDE and the 1991 Meeting of STEP.

- The Care and Feeding of ESDA Documents; presented at the Spring 1991 Meeting of SWAFDE.
- How to Select a Forensic Document Examiner; published in the Summer 1991 Vol. 10, No. 2 issue of the Southwestern Examiner; the Summer 1991 issue of The Litigator; the December 1993-January 1994 issue of San Francisco Attorney; the Fall 1994 Vol. 1, Issue 3 of the Bar Briefs newsletter of the Sonoma County, CA Bar Assoc.; in the Spring 1995, Vol. XVI, No. 2 issue of The Manuscript Society News; in the Oct/Dec 1995, Vol. 1, No. 4, issue of the International Journal of Forensic Document Examiners; included as an enclosure to the January 1997 information pamphlet of the ABFDE.
- Two Pens, One Signature; presented at Spring 1992 Meeting of SWAFDE.
- An Identification of an Elimination; presented at Spring 1993 SWAFDE Meeting.
- The Invalid Application of Valid Techniques; presented at the 65th Annual ASQDE Conference, Aug. 2007 & the Spring 2003 SWAFDE Meeting, Apr. 2008.
- A Tale of Three Law Suits (Beware of Bullies AKA: Barristers); presented at the 30th Anniversary SWAFDE Meeting, Nay 2011 & the 69th Annual ASQDE Conference, Aug. 2011.
- The Wills of Michael Renslow; presented at the SWAFDE Meeting, May 2012 and at the AAFS Neeting, Feb. 2013.
- The Estate of Leon Savoy; presented at the AAFS Meeting, Feb 2016.

#### COURT TESTIMONY

I have appeared, qualified and testified as an expert in the field of questioned documents in Justice, Municipal, Superior, Federal and Military courts and in Administrative Hearings, as well as in depositions and arbitrations, in excess of 775 times in more than 20 states within the United States, including the majority of counties within California.

### TEACHING EXPERIENCE

I have presented numerous classes on a variety of questioned document topics to federal, state and local attorneys and law enforcement officials; banking and insurance personnel; private civic organizations and individuals.

#### SPECIAL AWARDS

The Legion of Merit, US Army, 1980, for meritorious services while Chief of the Questioned Document Section, US Army Criminal Investigation Laboratory, Fort Gordon, GA.

DATE	CASE NO(S).	CASE TITLE	TYPE OF COURT / LOCATION
1-22-13	DM-12/204 / SCUK CVG 09 54755	Bellows, et al. v. Bellows, et al.	Deposition / Santa Rosa, CA
1-23-13	DM-11/189 / CIV 502381	WUXI LYOSHE Printing and Dyeing Co., Ltd., Zhize Huang v. Anshan Li, et al.	Deposition /San Francisco, CA
2-6-13	DM-13/101 / 1:11-CV-01272- LJO-DLB	Oyarzo & Hart v. Tuolumne Fire District, Hockett, et al.	Deposition / Rancho Cordova, CA
2-28-13	DM-12/204 / SCUK CVG 09 54755	Bellows, et al. v. Bellows, et al.	Superior Court / Ukiah, CA
5-6-13	DM-13/124 / 11CECG01773	Shamam, et al. v. Caswell, Bell & Hillison, et al.	Deposition / Modesto, CA
5-21-13	DM-12/131 / SCV 0029416	Blackwell v. Aronson, et al. (Estate of Billy Joe Blackwell)	Superior Court / Roseville, CA
6-5-13	DM-13/124 / 11CECG01773	Shamam, et al. v. Caswell, Bell & Hillison, et al.	Superior Court / Fresno, CA
7-15-13	DM-13/114 / 1-10-CV-185719	Marshall v. Espy	Deposition / San Jose, CA
9-5-13	DM-13/134 / 08-01-000557	People v. Joseph Michael Nissensohn	Superior Court / So. Lake Tahoe, CA
9-18-13	DM-13/139 / 1-13-PR-171856	Estate of Raveesh Kumra (AKA: Kumar)	Deposition / San Jose, CA
10-22-13	DM-13/140 / PFL20120389	Goldsberry v. Goldsberry	Superior Court / Placerville, CA
10-30-13	DM-13/139 / 1-13-PR-171856	Estate of Raveesh Kumra (AKA: Kumar)	Superior Court / San Jose, CA
12-11-13	DM-13/155 / RP 13682275	Estate of Leon Charles Savoy, Jr.	Deposition / Oakland, CA
12-13-13	DM-13/172 / PR 40567	Estate of Winifred Irene Wilson	Deposition / Oroville, CA
12-23-13	DM-13/172 / PR 40567	Estate of Winifred Irene Wilson	Superior Court / Chico, CA

DATE	CASE NO(S).	CASE TITLE	TYPE OF COURT/LOCATION
2-4-14	DM-13/171 / Finra Case #1200441	Wells Fargo Investments v. Michael Hawkes	Arbitration / San Francisco, CA
3-19/20 <b>-</b> 14	DM-14/116 / 113CV252601	Lee v. Lee	Superior Court / San Jose, CA
3-27-14	DM-13/160 / SCV0030291	Hay v. El Dorado County Office of Education, Barber, et al.	Deposition / Sacramento, CA
5-21-14	DM-13/175 / 15773	Matter of Julius M. Engel	State Bar Hearing / San Francisco, CA
5-28-14	DM-14/115 / PRO124220	Estate of Kurt E. Admundson	Deposition / San Mateo, CA
6-4-14	DM-13/173 / 11CV37584	Doherty v. Doherty, et al.	Deposition / Sacramento, CA
6-24-14	DM-13/125 / PFL 20110528	Verandes v. Ross	Superior Court / Placerville, CA
7-8-14	DM-14/109 / PR 13041097	In re the Matter of the Marco A. Vidal Trust, etc.	Deposition / San Rafael, CA
8-20-14	DM-14/130 / 1-09-CV-150176	Palomino v. Tran, et al.	Superior Court / San Jose, CA
8-26-14	DM-12/148 / SC0030737	Lee v. Webb	Deposition / Roseville, CA
9-14-14	DM-14/164 / 34-2012-0012220	8 Pepin v. Kelly-Moore Paint Co., Culmer & Legnosky	Deposition / Sacramento, CA
10-23-14	DM-14/153 / PRO1205180	Teasdale v. Teasdale, et al.	Deposition / San Francisco, CA
11-13-14	DM-14/137 / 11CECG03770 MBS	Serimian v. Serimian	Deposition / Fresno, CA
12-5-14	DM-13/119 / 34-2013-00137200	Estate of Sylvia Newberry	Superior Court / Sacramento, CA

DATE	CASE NO(S).	CASE TITLE	TYPE OF COURT/LOCATION
<u> </u>			
1-20-15	DM-14/173 / 34-2012-0011801	9 Zagon v. Summerville at Hazel Creek, et al.	Deposition / Sacramento, CA
1-28-15	DM-12/162 / 39-2011-00270665-C	Whiteside v. Holmes U-PO-STK	Superior Court / Stockton, CA
2-4-15	DM-15/106 / 1.Cr.S-11-210	United States v. Kuzmenko, New, et al.	Federal Court / Sacramento, CA
2-13-15	DM-13/173 / 11CV37584	Doherty v. Doherty, et al.	Superior Court / San Andreas, CA
3-20-15	DM-14/177 / 13-CV-02876-DMR	Simmons First National Bank v. Lehman & Koo	Deposition / Sacramento, CA
4-8/14-15	DM-14/151 / 13 CEPR 00542	Estate of Richard Michael Noroyan	Superior Court / Fresno, CA
4-27-15	DM-15/119 / SPR 7474	Estate of Lynn Taff	Probate Court / Roseville, CA
4.78&30 5-1&4	DM-14/174 / 12Cr.S-11-490 4-15	U. S. v. Markevich, et al.	Federal Court / Sacramento, CA
5-5-15	DM-14/158 / 112CV230601	Adge Corp. v. Bluehawk Networks & Lichorowic	Deposition / Alameda, CA
4-29-15	DM-13/155 / RP 13682275	Estate of Leon Savoy	Deposition / Oakland, CA
6-17-15	DM-13/160 / SVC0030291	Hay v. Ed Dorado County Office of Education, Barber, et al.	Superior Court / Roseville, CA
6-25-15	DM-13/153 / 11772-12	Conrad, et al. v. Commissioner of IRS	US Tax Court / San Francisco, CA
8-3-15	DM-15/130 / FCS040611	Bell v. De La Campa, et al.	Superior Court / Fairfield, CA
8-7-15	DM-15/156 / 4.2:11-cr-00468-TLN	United States v. Erick Hermann Green	Federal Court / Sacramento, CA

## <u>DAVID S. MOORE</u>

	DATE	CASE NO(S).	CASE TITLE	TYPE OF COURT/LOCATION
	1-19-16	DM-15/110 / VCF 29320B	People v. Sandy Thornhill	Superior Court / Visalia, CA
	2-10/11-16	5 DM-15/164 / S-CV-0026453	Dunmore v. Dunmore	Superior Court / Roseville, CA
	2-18-16	DM-15/173 / CV 181343	Ibarra v. Alvarez	Deposition / Soquel, CA
	3-3-16	DM-15/157 / 1-15-PR-176711	The Francis Living Trust	Deposition / San Jose, CA
	3-8/9-16	DM-15/173 / CV 181343	Ibarra v. Alvarez	Superior Court / Santa Cruz, CA
-51	6-8-16	DM-16/136 / FL 15-830	Marriage of Heidrick	Superior Court / Woodland, CA
1,1	6-13-16	DM-16/137 / 150405689	Knight Adjustment Bureau v. Alqaaydeh, et a	I. Deposition / Salt Lake City, UT
	6-30-16	DM-15/132 / STK-PR-EST- 2015-0000024	Estate of Douglas B. Mapes	Deposition / Stockton, CA
	7-201			
	21-16/ر	DM-15/157 / 1-15-PR-176711	In the Matter of The Francis Living Trust Dated March 22, 1991	Superior Court / San Jose, CA
	7-26-16	DM-16/127 / SPR0007817	Estate of Wegner	Deposition / Roseville, CA
	7-28-16	DM-16/122 / PP 20150180	Matter of Albert G. Martin	Superior Court, Placerville, CA
	8-2-16	DM-15/105 / CV 24068	Favero, et al. v. Gillott, et al.	Deposition / Sacramento, CA
	8-9-16	DM-16/131 / RP15768060	Estate of Benny Jones, Jr.	Superior Court / Berkeley, CA
	8-10-16	DM-15/105 / CV24068	Favero, et al. v. Gillott, et al.	Superior Court / Calusa, CA
	8-25-16	DM-16/127 / SPR0007817	Estate of Wegner	Superior Court / Auburn, CA
	9-9-16	DM-16/148 / 115CV278493	Sun v. Sequoia Yacht Club, et al.	Deposition / San Francisco, CA
	10-25-16	DM-16/149 / CU15-081283	Greenberg v. Daunch	Superior Court / Nevada City, CA
	11-16-16	DM-16/156 / CIV 1502566	Tobin v. Tobin	Deposition / San Francisco, CA

## <u>DAVID S. MOORE</u> <u>TESTIMONY IN 2017</u>

DATE	CASE NO(S).	CASE TITLE	TYPE OF COURT/LOCATION
DATE	Chab i to (b).		
2-2-17	DM-15/133 / 23-2013-00154707	Borge Construction v. John Manikas	Superior Court / Sacramento, CA
2-24-17	DM-16/135 / 15-10986-1	Nevada Medical Board of Examiners v. Dr. James B. Gabroy	Medical Board Hearing / Reno, NV
3-15 -17	DM-16/125 / CIV 522042	Irizarry v. Terrace Associates	Deposition / San Francisco, CA
4-24-17	DM-15/187 / 12CV38403	Engel v. Jenny Lind Fire Protection District, Olson, et al.	Deposition / Sacramento, CA
6-5-17	DM-17/122 / 17SC00010	Driscoll v. Dragonetti	Small Claims Court / Sacramento, CA
6-26-17	DM-16/118 / CGC-12-523037	Wong v. Wong	Superior Court / San Francisco, CA
7-18-17	DM-16/150 / 3:16-cv-00763	Mused & Mohamed v. Crowley Maritime	Deposition / San Francisco, CA
7-25-17	DM-17/135 / CV16-02455	Corp. Jane Doe Dancers v. FQ Men's Club, Inc.	District Court / Reno, NV
8-2-17	DM-16/190 / 2014-1-FL168700	Marriage of Ciechanowiz	Superior Court / San Jose, CA
8-24-17	DM-16/192 / SC 199049A	People v. Pa	Superior Court / San Rafael, CA
9-15-17	DM-16/190 / 2014-1-FL168700	Marriage of Ciechanowiz	Superior Court / San Jose, CA (testified by phone)
9-28-17	DM-16/174 / MCV061829	Cruz v. Ramirez	Deposition / Modesto, CA

# Claircrest Golden Retrievers

Nickie Hertzog \*\* 17609 191<sup>st</sup> Street \*\* Pleasant Hill, MO 64080 Phone: (816) 318-0480 \*\* Fax: (816) 293-2903 \*\* Email: Claircrest@aol.com

## COOWNER AGREEMENT OF

"Diva" Sherwood Superheroince

## FOR SHOW AND BREEDING PURPOSES

The parties enter into this agreement on the <u>1st</u> day of <u>July</u>, 2015 for the purposes of said dog "Diva" Sherwood's Super Heroine to be shown in competition to finish her AKC championship. Nickie Hertzog to be referred to as "coowner" in this agreement, and Debi Oyster to be referred to as "breeder and coowner" in this agreement.

Breeder, Owner and CoOwner have agreed to coown said dog "Diva" for show and breeding purposes. The coowner will sign on the AKC registration papers as coowner and be listed as cobreeder on all litters and registration papers for the show career and reproductive life of Diva. Diva will live with Nickie Hertzog until which time it is deemed that her show career and reproductive life for no less than one (1) litter is concluded.

This agreement outlines specifically acknowledges that Nickie Hertzog is the coowner. Debi Oyster understands that Nickie Hertzog has a vested interest in Diva as the stud owner of the sire. Debi Oyster and Nickie Hertzog agree to use frozen semen stored on Nickie Hertzog's deceased sires for at least one (1) if not more litters.

This agreement is entered into in the State of Missouri.

Fees, cost and show schedule will be per the specific agreement between owner and coowner with Debi Oyster paying a portion of the expenses.

## **SIGNATURES**

Claircrest/Nickie Hertzog Mickie Hertzog Date July 1, 2015

Breeder/Owner

\_ Date July 1, 2015

PLAINTIFF'S SUPPEXPERT EXHIBIT

# Claircrest Golden Revuevers

Nickie Hertzog ♦ 17609 1914 Street ♦ Pleasant Hill, MO 64080 (816) 318-0480 ◆ Fax: (816) 322-8839 ◆ Email: Claircrest@aol.com Phone:

PUPPY SAL	ES AGREEN	MENT - SHOW	
Buyer(s) Debra Elaw	re Dyster		
Address 2374 Lappin	Lanz-Pa	DBOX 722	
City Council		Zip Code 83612	
Home Phone 700 208-741-L		•	
Email Trace Sherwoods	oldens.co-	1	
Sire CH Claircrest Pot Of Gold			_
Dam Claircrest Stop The Madness			_
Puppy's Birthday November 22, 2013	Male	Female	
Shots <u>January 6, 2014</u>	Worme	d Four and Six Weeks	
Amount of Sale <u>\$1,000.00</u>			
Co-Owned Lit	ter Theme <u>Thank</u>		
Claircrest Golden Retrievers quarantees:			

To the best of our knowledge you have been sold a ⊗healthy puppy. We recommend that you take the puppy to the veterinarian within 3 days after purchase to confirm the puppy's healthy status. Your puppy has been well loved and cared for.

## Buyer agrees to/that:

- Feed the puppy good quality food, as recommended.
- Maintain the health of puppy throughout its lifetime. This includes, but is not limited to, maintaining vaccinations, heartworm medication, providing stool checks, and worming if needed.
- Have and keep the dog in a physically fenced yard so that the dog has a safe area to exercise in. If and when the dog is outside of a fenced area the dog must be kept on leash for safety purposes.
- Refain from said dog from becoming overweight.

The Breeder and Nickie Hertzog are one and the same within this entire contract. Nickie Hertzog must approve the registered name BEFORE the registration slip is filled out and sent to AKC. Registration papers are normally sent to the buyer within 30 days of the purchase of the puppy.

If this said dog were to die before one year of age from a congenital or hereditary reason, Claircrest will either replace this said dog or refund the purchase price. The hereditary problem MUST be substantiated by a post-mortem (at the buyer's expense) performed by a certified veterinary pathologist (not a general practitioner) and documentation of, submitted to Claircrest. Claircrest reserves the right to obtain a second opinion.

PLAINTIFF'S SUPP EXPE

# PUPPY SALES AGREEMENT continued ...

Cut the dog's nails weekly to keep them short.

Send pictures and keep the \*Breeder informed of the dog's welfare.

The Breeder may request to see the dog. If the dog lives in the local Kansas City area, the owner(s) may be required to bring it to the Breeder's residence at convenient times. If the dog lives outside the Kansas City area, the Breeder may request you meet at a dog show in the area when the Breeder is in town.

This puppy shall carry the Claurerest kennel name on the \*\*AKC registration name. The "Thank"

theme shall be used in the registered name.

- Train and title the dog for one or more of the following: conformation CH, obedience CDX (CD is acceptable with a lower title in an additional area) or higher, hunting - JH or higher, tracking - TD or higher, or agility - open title or higher and/or a Therapy Dog. Owners who train their dog are a happier with their dog, know their dog better, and have fewer problems with the dog.
- The Breeder has the first right of refusal to have the said dog back, if the owner/buyer chooses to place or sell the said dog to another home. If said dog is worthy of being sold (to be determined solely by the Breeder), the breeder has the first right to have the said dog back at no charge to the breeder.
- This dog will not be sold out of the USA or Canada without prior specific written approval from the Breeder.
- If the Breeder agrees this said dog can be bred, the offspring will be sold with a contract that includes:
  - ✓ limited registration papers
  - ✓ spay/neuter agreements
  - ✓ mandatory clearances (recommended by the Golden Retriever Club of America)
  - ✓ no sales out of the USA or Canada without specific written permission from Claircrest
  - ✓ a buy back agreement for Claircest and/or the breeder of said dog
  - ✓ an attorney's fee clause for the breeder and/or Claircrest.

Mark those that apply (for most pupples placed as a beloved pet):

- N/A This pup is being sold on a spay/neuter agreement. The Breeder's name shall remain on this puppy's registered name, until which time documentation is given to the Breeder that the spay/neuter agreement has been fulfilled.
- \_ This pup is being sold on limited registration. This means offspring from this dog cannot be registered with AKC without the Breeder's written consent. This puppy must be spayed or neutered by two years of age (males - cannot be neutered before 18 months of age), unless the Breeder agrees in writing otherwise (\* then the breeding requirements listed below would apply). A letter from a veterinarian confirming the surgery must be sent to the Breeder.

The Breeder and Nickie Hertzog are one and the same within this entire contract. Nickie Hertzog must approve the registered name BEFORE the registration slip is filled out and sent to AKC. Registration papers are normally sent to the buyer within 30 days of the purchase of the puppy.

If this said dog were to die before one year of age from a congenital or hereditary reason, Claircrest will either replace this said dog or refund the purchase price. The hereditary problem MUST be substantiated by a post-mortem (at the buyer's expense) performed by a certified veterinary pathologist (not a general practitioner) and documentation of, submitted to Claircrest. Claircrest reserves the right to obtain a second opinion.

## PUPPY SALES AGREEMENT continued ...

- Trans puppy shall carry the Claimest kennel name on the \*\*AKC registration name. The "Thanks" theme shall be used in the registered name.
- Train and title the dog for one or more of the following: conformation CH, obedience CDX (CD is acceptable with a lower title in an additional area) or higher, hunting JH or higher, tracking TD or higher, or agility open title or higher and/or a Therapy Dog. Owners who train their dog are a happier with their dog, know their dog better, and have fewer problems with the dog.
- The Breeder has the first right of refusal to have the said dog back, if the owner/buyer chooses to place or sell the said dog to another home. If said dog is worthy of being sold (to be determined solely by the Breeder), the breeder has the first right to have the said dog back at no charge to the breeder.
- This dog will not be sold out of the USA or Canada without prior specific written approval from the Breeder..
- If the Breeder agrees this said dog can be bred, the offspring will be sold with a contract that includes:
  - √ limited registration papers
  - √ spay/neuter agreements

discretion.

- ✓ mandatory clearances (recommended by the Golden Retriever Club of America)
- ✓ no sales out of the USA or Canada without specific written permission from Claircrest
- ✓ a buy back agreement for Claircest and/or the breeder of said dog.
- ✓ an attorney's fee clause for the breeder and/or Claircrest.

Mark \	those that apply (for most puppies placed as a beloved pet):  _ This pup is being sold on a spay/neuter agreement. The Breeder's name shall remain on this puppy's registered name, until which time documentation is given to the Breeder that the spay/neuter agreement has been fulfilled.
	This pup is being sold on limited registration. This means offspring from this dog cannot be registered with AKC without the Breeder's written consent. This puppy must be spayed or neutered by two years of age (males – <u>cannot</u> be neutered <u>before</u> 18 months of age), unless the Breeder agrees in writing otherwise (* then the breeding requirements listed below would apply). A letter from a veterinarian confirming the surgery must be sent to the Breeder.
Breedi	ng Requirements:
<b>V</b>	Dog/Bitch WILL NOT be bred unless they have the appropriate health clearances (hip, eye, and heart) as recommended by the Golden Retriever Club of America, unless there is a prior specific written agreement with <i>Caircest</i> . If the dog/bitch were to meet these requirements, then they would be bred to a mate that also meets these requirements.
√)	Dog/Bitch WILL NOT be bred without the permission of Nickie Hertzog, and unless it has been titled or proven to be successful (to be determined by <i>Claircrest</i> ) in one or more areas of competition. If the dog/bitch were to meet these requirements, then they would be bred to a mate that also meets these requirements, and was approved by Nickie Hertzog ( <i>Claircrest</i> ).

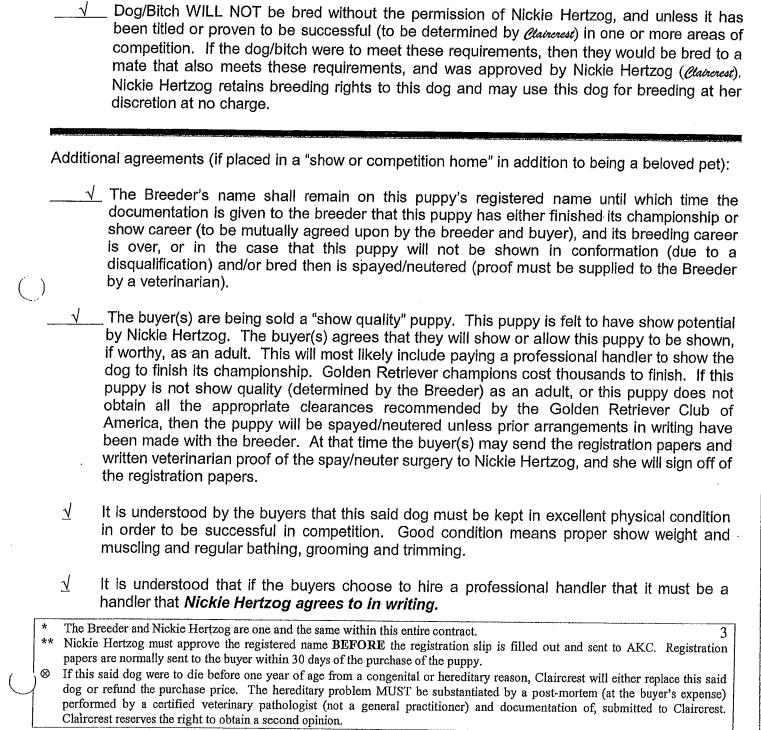
Nickie Hertzog retains breeding rights to this dog and may use this dog for breeding at her

## PUPPY SALES AGREEMENT continued...

then they would be bred to a mate that also meets these requirements.

Dog/Bitch WILL NOT be bred unless they have the appropriate health clearances (hip, eye, and heart) as recommended by the Golden Retriever Club of America, unless there is a prior specific written agreement with *Claircest*. If the dog/bitch were to meet these requirements,

Breeding Requirements:



3 of 4

· <u>√</u>		show the dog, if and when sh openses per each occurence.	he chooses, on an agreed upor
<u> </u>	offspring produced from		this contract, then this said dog and the come the property of Nickie Hertzog 1.00 penalty fee.
		conditions of this contract, the buyer will b ction on behalf of the dog and/or offspring.	e responsible for reasonable attorney's fees if
Buyer	ADT.	<u>SIGNATURES</u>	Date 1/11/2014
Buyer _	<del>-</del>		Date
		COMMENTS	
			· .
<del></del>			

\* The Breeder and Nickie Hertzog are one and the same within this entire contract.

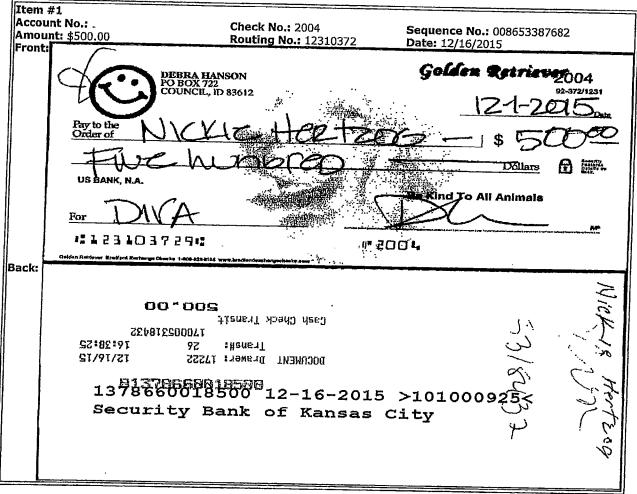
\*\* Nickie Hertzog must approve the registered name BEFORE the registration slip is filled out and sent to AKC. Registration

papers are normally sent to the buyer within 30 days of the purchase of the puppy.

Solution If this said dog were to die before one year of age from a congenital or hereditary reason, Claircrest will either replace this said dog or refund the purchase price. The hereditary problem MUST be substantiated by a post-mortem (at the buyer's expense) performed by a certified veterinary pathologist (not a general practitioner) and documentation of, submitted to Claircrest. Claircrest reserves the right to obtain a second opinion.



Requested by: Ashley Scott





Requested by: Ashley Scott

Item				
Accou	int No.: 1	Check No.: 1076	Sequence No.: 008653472484	
Amou	int: \$300,00	Routing No.: 12310372	Date: 00/16/2015	
Front	DEBRA E OYSTER 2374 LAPPIN LN, COUNCIL, ID 83612-5236  PAY TO THE ORDER OF		Date: 09/16/2015  1076  DATE 9-7-20  DOLLARS (1)	2
Back:	US bank.		12 10 7E	.A.P
	B139849882	2006 01,3984 <b>99</b> Secu	190022100 09-16-2015 >101000925< city Bank of Kansas City	- 22 



Requested by: Ashley Scott

Item	#1 unt No.:	Check No.: 1069	
Amo	u <u>nt:</u> \$500.00	Routing No.: 12310372	Sequence No.: 008653162492 Date: 06/24/2015
Front	DEBRA E OYSTER 2374 LAPPIN LN. COUNCIL, ID 83612-5236  PAY TO THE ORDER OF US bank.  MEMO 1: 1 2 3 1 D 3 7 2 9:	kie Her noreo	DATE 6 19-2015
Back:	61397766618	岩醇 1397 Seau	760016800 06-24-2015 ×01000925 rity Bank of Kansas City



Requested by: Ashley Scott

	#1 int No.; int: \$1700.00	Check No.: 1061 Routing No.: 12310372	Sequence No.: 008654519117	1
Front	DEBRA E GYSTER 2374 LAPPIN LN. COUNCIL, ID 83612-5236  PAX TO THE ORDER OF	Cen hu	Date: 05/27/2015  92-3/2/23  10  DATE: 5-2/-20/2  \$ //C/  DOCTORS 6	61
Back:	813625786	7.20	52570010400 05-27-2015 >1010009 purity Bank of Kansas City	255

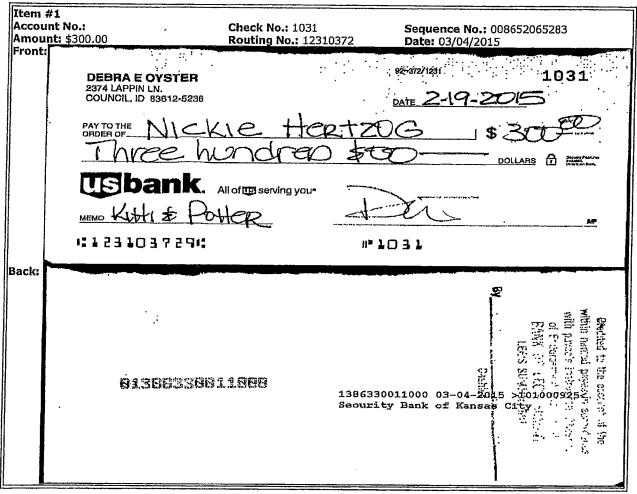


Requested by: Ashley Scott

Amou	int No.: int: \$530.00	Check No.: 1056 Routing No.: 12310372	Sequence No.: 00805534 Date: 05/04/2015	0885
Front	DEBRA E OYSTER 2374 LAPPIN LN. COUNCIL, ID 83612-5236  PAY TO THE ORDER OF US bank.  MEMO 12 1 2 3 1 0 3 7 2 7 1;	·	DATE 24/28/20 1706 \$ 5	1056 015 3050 A ===
Back:	81397318898		15125555 05-04-2015 >1010 erity Bank of Kansas City	00925<



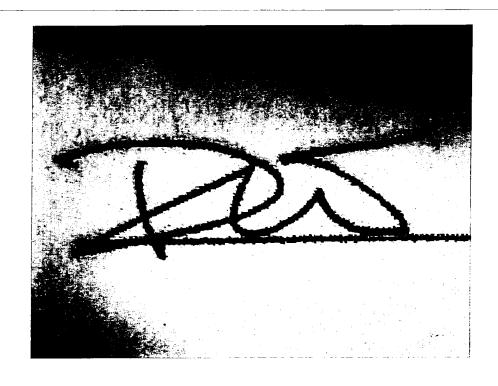
Requested by: Ashley Scott

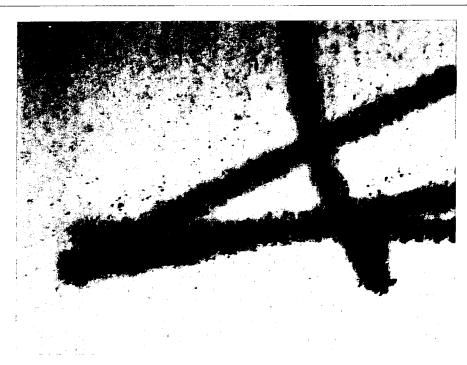




Requested by: Ashley Scott

Item #1 Account No.: Amount: \$55.00	Check No.: 1004 Routing No.: 1231037	Sequence No.: 008951541269 Date: 12/18/2014
DEBRA E OYSTER 2974 LAPPIN LN. COUNCIL, ID 83612-5236  PAY TO THE ORDER OF. USbank.  MEMO 1: 1 23 10 3 7 2 91;	HOO 1203 CP73 KLE HERT FWE &	1004 1004 1004 1006 \$550 DOLLARS A MATTERIAL
Back:  COT SS  COZTOOH  80:20:21	-L	996100021500 12-18-2014 >101000925k sourity Bank of Kansas City

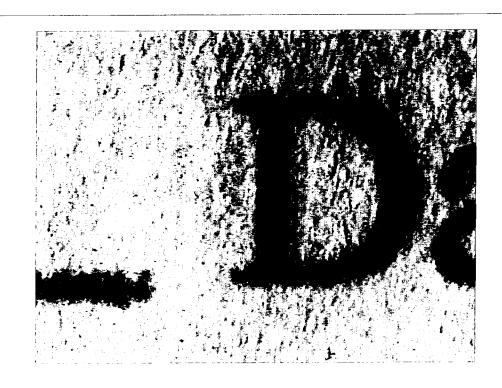




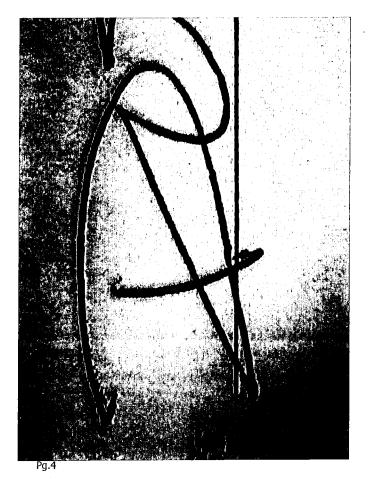




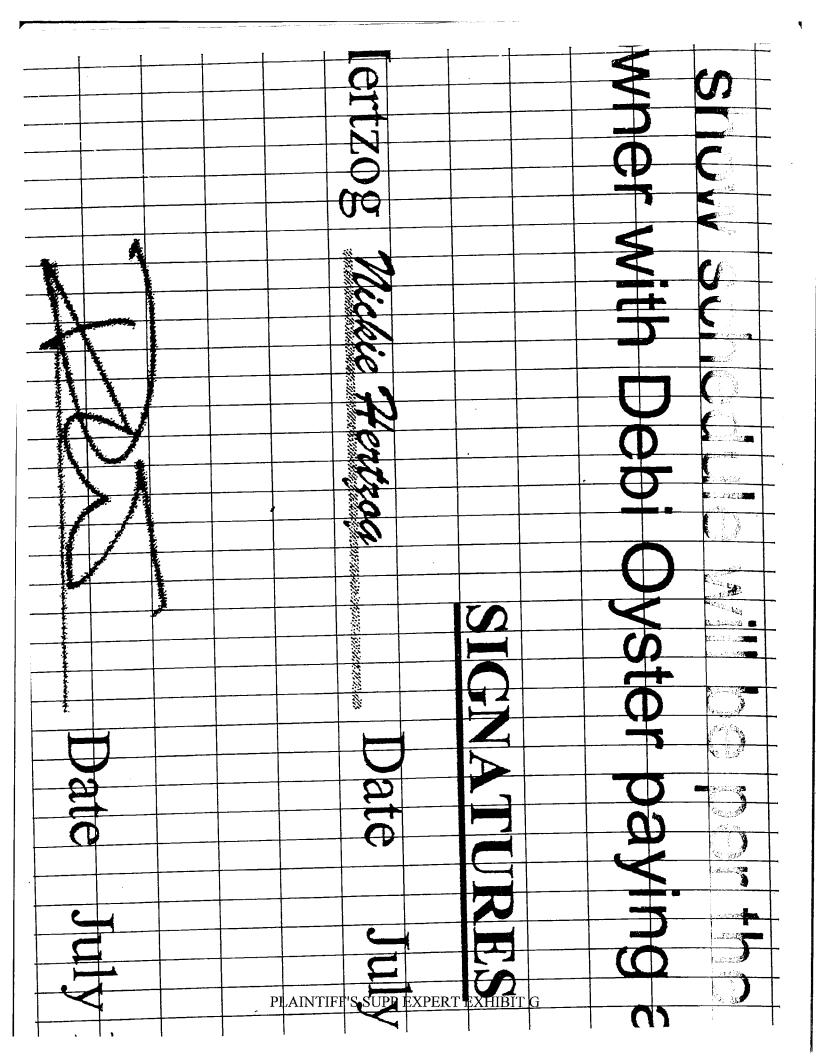


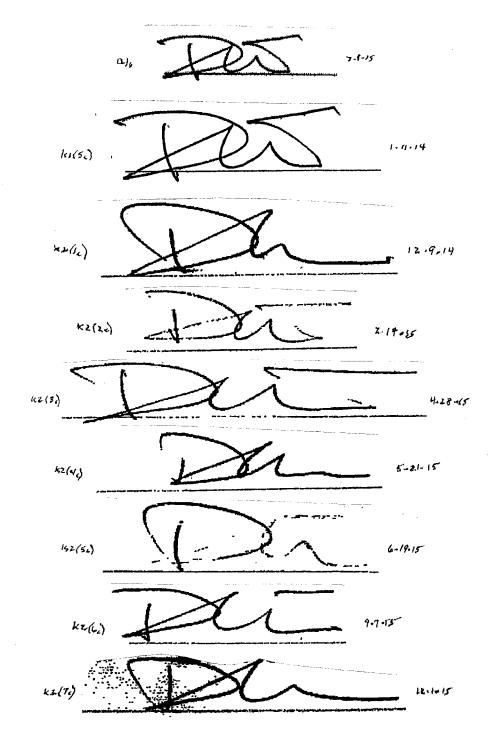












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6 100%