Alliance Forensic Sciences, LLC

www.allianceforensicservices.com

Curriculum Vitae

MANNY GONZALES, B.S., F.C.L.S., C.P.I.

Forensic Document Analyst

Certified Fingerprint Roller¹





SUMMARY OF EXPERIENCE

Mr. Gonzales, a retired Combat-Wounded U. S. Marine Corps Reserve Officer and former California Department of Consumer Affairs Certified Forensic Sciences Instructor, has more than 35 years of professional experience involving most aspects of forensic document examination. He is a former San Diego Police Dept. forensic document examiner and, for the past 27 plus years, a private forensic document examiner, consultant and testifying expert. Mr. Gonzales received his apprenticeship in questioned documents, beginning in 1979, at the Riverside County Sheriff's Department while employed as a Fraud Investigator (California Peace Officer) by the County of Riverside. While employed as a Special Investigator by the State Bar of California, Mr. Gonzales was also a non-compensated Deputy County Clerk in several California Counties. Mr. Gonzales also completed formal questioned documents training provided by the U. S. Secret Service and FBI at the FBI Academy, Quantico, VA.

In criminal matters, Mr. Gonzales has been retained on such crimes ranging from theft, prescription forgery to murder. In civil litigation, he has been retained on behalf of plaintiffs and defendants in matters ranging from suspected forged promissory notes of a few thousand dollars to suspected forged documents with values in the millions of dollars. His cases, both criminal and civil, have included high profile or highly publicized figures or incidents. Mr. Gonzales has lectured extensively on the subject of questioned documents on a local and international level. He is regarded as an excellent expert witness by those who have retained him to provide expert witness testimony and is respected by his peers.

¹ Certified by the California Department of Justice, pursuant to California Penal Code Section 11102.1, to roll & process Livescan & manual hard cards (Form FD-258). The certification process involved a criminal background investigation (State & Federal).

SUMMARY OF EXPERIENCE (continued)

In addition to the San Diego Police Department, Mr. Gonzales was also found qualified for the positions of Forensic Document Examiner by the California Department of Justice (DOJ) and Las Vegas Metropolitan Police Department. DOJ selection process also included a performance evaluation.

FORMAL EDUCATION

Bachelor of Science degree in Criminal Justice (Cum Laude)

AREAS OF EXPERTISE & SERVICES OFFERED:

- Criminal Defense & Prosecution
- Family Law
- Insurance Fraud
- Development & Decipherment of Indented Writings
- Photocopier Classification & Identification
- Typewriting Classification & Identification
- Signature & Handwriting Identification
- Document Dating & Anachronism
- Detection of Altered Documents
- Computer-Generated Documents
- Decipherment of Obliterations/Over writings
- Photocopy Manipulations
- Ink & Paper Analyses
- Counterfeit Detection
- Expert Witness Testimony
- Consulting
- ❖ Latent Fingerprint Development/Processing & Analysis

VENUES WHERE EXPERT WITNESS TESTIMONY HAS BEEN PROVIDED

- Municipal Courts: San Diego, San Bernardino, Riverside & Beverly Hills, CA;
- Superior Courts: San Diego, San Bernardino, Los Angeles, Kern, Riverside, Imperial, Orange Counties & Mohave County, Arizona;
- ❖ Military Courts-Martial: 11th Naval District, San Diego;
- ❖ Federal Courts: San Diego and Orange Counties;
- Arbitrations: San Diego and Marin Counties:
- Student Honor Hearing: UCSD, San Diego;
- Depositions: San Diego, Los Angeles and Orange Counties;
- ❖ Administrative Law Hearings: San Diego;
- Clark County District Court, Las Vegas, NV;
- Jewish Rabbinical Court: Los Angeles;
- Special Master Hearing: San Diego;
- State Bar Court: Los Angeles;
- DMV Hearings: San Diego;
- ❖ NASD Hearing: San Diego;
- ❖ US Naval Board of Inquiry Hearing: San Diego.

*TESTIFIED ON BEHALF OF (continued):

- ❖ State Bar Court, Division of Trial Counsel, State Bar of California
- ❖ San Diego County Alternate Public Defender's Office
- County of San Bernardino Public Defender's Office
- County of San Diego Office of the District Attorney
- San Diego County Public Defender's Office
- California Attorney General's Office
- * Federal Defenders of San Diego, Inc.
- Beverly Hills Police Department
- San Diego Police Department
- . U. S. Attorney's Office, U. S. Department of Justice
- Clark County, Nevada, District Attorney's Office
- Kern County District Attorney's Office
- Private Civil Attorneys for Defendants and Plaintiffs
- Private Criminal Defense Attorneys

TEACHING & OTHER CONSULTING EXPERIENCE

- ❖ 1989-1994/2004: U. S. Department of Justice (ICITAP), Washington, D. C. Former chief consultant and instructor of questioned documents courses. Presented formal questioned document and expert witness testimony classes to law enforcement and intelligence agents throughout Central and South America and Caribbean.
- ❖ 1988-1995: Grossmont College, El Cajon, California, Forensic Technology Program. Adjunct faculty and chief instructor. Taught, "Examination of Questioned Documents semester course.

EXAMINED DOCUMENTS & RENDERED CONCLUSIONS ON BEHALF OF:

- ❖ Bossier Parish District Attorney's Office, Benton, Louisiana
- ❖ San Diego County Office of the Alternate Public Defender
- San Bernardino County Office of the Public Defender
- Riverside County Office of the Public Defender
- ❖ U. S. Immigration and Naturalization Service
- San Diego County Public Defenders' Office
- Clark County, Nevada, District Attorney's Office
- City of San Diego City Attorney's Office
- U. S. Postal Service Human Resources
- County Counsel, County of San Diego
- ❖ Naval Criminal Investigative Services
- California Attorney General's Office
- * Federal Defenders of San Diego, Inc.
- Drug Enforcement Administration

^{*}Initially qualified as an expert in questioned documents in 1980. Since then, I have testified on almost 190 occasions. In criminal matters, testimony has been provided on behalf of both the prosecution and defense.

EXAMINED DOCUMENTS & RENDERED CONCLUSIONS ON BEHALF OF (continued):

- Beverly Hills Police Department
- ❖ Federal Bureau of Investigation
- U. S. Postal Inspection Service
- San Diego Police Department
- Internal Revenue Service
- Federal Grand Jury
- Numerous private law firms, insurance carriers, corporations and private concerns

HIGHLIGHTS OF SPECIALIZED FORMAL QUESTIONED DOCUMENTS & FINGERPRINT DEVELOPMENT TRAINING

- ❖ 1971: Golden West College, Huntington Beach, CA, Examination of Questioned Documents course;
- ❖ 1980: Golden West College, Huntington Beach, CA, Examination of Questioned Documents course;
- ❖ 1980: Institute of Applied Science. Included the Identification of Handwriting and Typewriting, Syracuse, NY, *Scientific Crime Detection (emphasis on fingerprint sciences)*;
- ❖ 1980: U. S. Secret Service, Department of the Treasury, Washington, D.C., Questioned Documents Course;
- ❖ 1986: Federal Bureau of Investigation, Department of Justice, FBI Academy, Quantico, Virginia, Fundamentals of Document Examination for Laboratory Personnel (Graduated with "A" Grade through the University of Virginia.);
- ❖ International Association for Identification (Questioned Document Section)
- Evidence Photographers' International Council School of Evidence Photography & Imaging (EPIC);
- Latent Fingerprint Development & Evidence Processing (emphasis on latent fingerprint processing & crime scene processing) (Sirchie & Glendale, AZ, Police Dept);
- Forensic Sciences (National University);
- Crime Scene Processing (Palomar College, San Marcos, CA);
- ❖ Latent Fingerprint Processing (Lewis Consulting & Law Enforcement Training).

HIGHLIGHTS OF CONTINUING PROFESSIONAL EDUCATION

- ❖ Los Angeles County Sheriff's Department, Forensic Digital Imaging
- Southwestern Association of Forensic Document Examiners, Inc. (SWAFDE)
- ❖ American Board of Forensic Document Examiners (ABFDE)
- ❖ American Society of Questioned Document Examiners (ASQDE)
- ❖ American Academy of Forensic Sciences (Questioned Document Section) (AAFS)
- Rochester Institute of Technology
- California Department of Justice

PROFESSIONAL EMPLOYMENT (continued)

- * Alliance Forensic Sciences, LLC, Escondido, CA
- * Alliance Forensic Services (Principal), Document Examiner, Escondido, CA
- * Associated Documents Examiner (Principal), Document Examiner, San Diego, CA
- San Diego Police Department, Police Document Examiner, Forensic Sciences Unit, San Diego, CA
- ❖ Auditor-Controller's Office, Document Examiner, County of Los Angeles, CA
- State Bar of California, Staff Special Investigator & Document Examiner, Los Angeles, CA
- County of Riverside, CA, Fraud Investigator (California Peace Officer) and Document Examiner).

PROFESSIONAL AFFILIATIONS

- ❖ International Association for Identification (Questioned Document Section & Questioned Document Section Committee Member)
- ❖ American Academy of Forensic Sciences (Questioned Document Section)
- Southwestern Association of Forensic Document Examiners, Inc. (Charter Member and former Board of Directors)
- ❖ San Diego County Investigators Association (Past President)
- * Association of Certified Fraud Examiners
- CID Agents Association (USMC associate member)
- ❖ National Criminal Justice Honor Society (For Academic Achievement)

LICENSES & CERTIFICATIONS

- ❖ 1970: *Private Investigator's License*: Issued by the Department of Consumer Affairs
- ❖ 1993: *Certified Fraud Examiner (CFE) (former)* designation: Awarded by the Association of Certified Fraud Examiners
- ❖ 1998: Certified Professional Investigator (CPI) designation: Awarded by the California Association of Licensed Investigators, Inc.
- ❖ 2000: *Professional Certificate in Criminal Justice* from National University, San Diego, CA. Included the formal presentation of a research paper related to the forensic examination of photocopies to peers and faculty of National University
- ❖ 2004: Certified Instructor: Former California Department of Consumer Affairs: was Certified to teach "Forensic Sciences and Technology" and "Security Services Administration & Management" (Certificate No. COAFS-04-372516)
- ❖ 2004: Fraud Claim Law Specialist (FCLS): A comprehensive course of study in insurance fraud law and defense investigation resulting in the FCLS professional designation conferred by American Educational Institute, Inc.
- Certified Fingerprint Roller by California Department of Justice.

HIGHLIGHTS OF SCIENTIFIC EQUIPMENT EMPLOYED

- ❖ Video Spectral Comparator 4 Plus (Non-destructive ink and paper analyses & decipherment of obliterations via infrared, transmitted light and ultraviolet sources);
- ❖ Spectral Luminescence & Reflectance Magnifier (Portable capabilities of VSC-4);
- Magnetic-Optical Magnifier (Detects Magnetic Properties in Inks and Toners);
- ❖ Transmitted light tables (With infrared & UV) (Portable and Laboratory Versions);
- Electrostatic Detection Device (EDD) (Development of Invisible Indentations on Documents);
- Spectro Plate Reader (Measures Lines Per Inch & Angles of Halftone Images²);
- Digital Micrometer (Measures Paper Thickness);
- Digital (6MP & 12MP) cameras with copy stands;
- Stereoscopic & digital zoom microscopes;
- * X-Rite Eye-One Spectrophotometer (Measures Color Values of Paper);
- ❖ Bodelin ProScope Digital Microscope (with accessories);
- ❖ Fingerprint development powders & chemicals for latent print processing;
- ❖ Forensic Alternate Light Sources (visualization of latent prints);
- Digital Cameras with macros lenses;

PROFICENCY TESTING

Mr. Gonzales has participated in voluntary proficiency testing for questioned document examiners administered by a third party, one of which also administers forensic testing in other disciplines to major law enforcement agencies.

ACADEMIC & MILITARY HONORS

- ❖ Graduated *Cum Laude* with a Bachelor of Science Degree in Criminal Justice from National University, San Diego, CA;
- * Award of Recognition: Recognized by PI Magazine as one of the Nation's Leading Private Investigators because of contributions made to the private investigation field as a forensic document examiner:
- Certificate of Achievement for Outstanding Performance as a Teacher: Awarded by Grossmont Community College, El Cajon, CA
- Purple Heart Medal: Awarded for "wounds received in action" against communist guerrilla forces while serving in the former Republic of South Vietnam with U.S. Marines³:
- **U. S. Army Achievement Medal:** Earned for meritorious service while serving as a
- Marine Liaison Officer for the U. S. Army Oregon National Guard

MILITARY EXPERIENCE

- Criminal Investigator (trainee), Sergeant, USMC (during the Vietnam War)
- Criminal Investigations Officer/Military Police Officer, Chief Warrant Officer 4 (Ret), USMCR. As an Officer of Marines, Mr. Gonzales provided training for members of the Criminal Investigation Division (CID) and military policemen in questioned documents and investigations and examined documents for the CID.

Jan 27, 2020



ALLIANCE FORENSIC SCIENCES, LLC

243 South Escondido Blvd., # 304, Escondido, CA 92025-4115
Phone: (800) 738-7096 Fax: (760) 888-0349
Email: docexam1@aol.com

Web Site: www.allianceforensicservices.com Forensic Examiner of Questioned Documents Certified Forensic Voice Stress Analyst

Memher:

Southwestern Association of Forensic Document Examiners, Inc. American Academy of Forensic Sciences, Inc. International Association for Identification, Inc. International Association of Voice Stress Analysts, Inc. National Criminal Justice Honor Society

Manny Gonzales, B.S.

DeeDee Spangler, B.S., M.S.

February 21, 2020

Andrew Flores, Esq. 945 4th Avenue Suite 412 San Diego, CA 92101 Sent Via Email Andrew@floreslegal.pro

Re: Michael D "Biker Sherlock Forensic Signature Analysis

QUESTIONED DOCUMENT REPORT

QUESTIONED DOCUMENT SUBMITTED FOR ANALYSIS

Q1: One (1) C Company (LLC) Certificate of Cancellation of a Limited Liability, LLC File No. 201511910148, file date December 21, 2015. STANDARDS FOR COMPARISON

MICHAEL D. "BIKER" SHERLOCK STANDARDS FOR COMPARISON

K1-1: Attachment 10 dated April 23, 2014;

K1-2: One (1) Articles of Incorporation, file date April 22, 2014;

K1-3: One (1) IRS Form 8879-S (2013) dated September 15 (sic);

K1-4: One (1) tax-related form dated September 15, 2014;

K1-5: One (1) original Agreement bearing three (3) repetitions of the signature Michael D. Sherlock (date not visible);

MICHAEL D. "BIKER" SHERLOCK STANDARDS FOR COMPARISON (continued)

- **K1-6:** One (1) original Agreement with three (3) repetitions of the Michael D. Sherlock (no date visible);
- **K1-7:** One (1) original Agreement, page 2, with three (3) signatures;
- **K1-8:** One (1) copy of a 1-page Agreement, page 2 (date not visible);
- **K1-9:** One (1) State of California, Secretary of State dated July 8, 2014;
- **K1-10:** One (1) partial reproduction of authorization and license dated October 2, 2000;
- **K1-11:** One (1) Certificate of Live Birth, San Diego County (date not visible);
- **K1-12:** One (1) color photo titled "Authentic Autograph (date not visible);
- **K1-13:** One (1) color photo titled "Fleer, Biker Sherlock (date not visible);
- **K1-14:** One (1) original, page 2, with Fax TTI at the top which reads "Precision (date not visible);
- **K1-15:** One (1) original, page 2, Agreement (3 signatures) (date not visible);
- **K1-16:** One (1) original Agreement, page 2 (date not visible);
- **K1-17:** One (1) original, page 2, Agreement, with three (3) signatures;
- **K1-18:** One (1) original, page 2, Agreement (date not visible) (3 signatures);
- **K1-19:** One (1) original Agreement, page 2 (date not visible);
- **K1-20**: One (1) original Agreement, page 2, three (3) signatures (date not visible);
- **K1-21:** One (1) original, page 2, Agreement (3 signatures) (date not visible.

PURPOSE OF ANALYSES

You requested that I conduct a forensic comparison of the Q1 "signature" with Sherlock's Standards (K).

RESULTS OF ANALYSES & DISCUSSION

It is my considered expert opinion that the writer of the Sherlock Standards (K1) probably did not (more likely than not) write the questioned (Q1) "signature." This conclusion is based upon a number of fundamental differences which cannot be reconciled with the current Standards (K1).

METHODOLOGY

I followed the suggested methodology used by many qualified forensic document examiners (FDEs). Such involves a side-by-side comparison (or similar arrangement) of the questioned (Q) and standard (K) signatures that are cropped, copied and pasted on an electronic worksheet (such as PowerPoint). Then, I manually search and evaluate the similarities and differences between the two (2) categories of signatures. Generally, the first feature that I search and evaluate is what is called "line quality." Line quality is the combination of penmanship skills or manual dexterity, speed, pen pressure patterns, movement of the writing instrument, and is one of the most important features in the evaluation of signatures. Poor "line quality," for example, is embodied in those signatures which demonstrate inferior penmanship skills, hesitations of the pen, unnecessary patching (of the strokes), blunt beginning and ending strokes, rough or tremulous strokes, etc. Line quality evaluation was very limited because of the degraded copies.

Additional features that I search and evaluate in all questioned signatures, besides those above, are spacing between letters and given and surnames, lateral and vertical sizes of the signatures, style of writing, size-height relationships, overall and individual slants between letters, slovenly appearances, punctuation and baseline adherence and overall appearances.

Features that carry a significant amount of weight for or against identification (individualization) are those that deviate significantly from copybook forms or those that are found infrequently in the random population.

SCIENTIFIC WORKING GROUP FOR FORENSIC DOCUMENT EXAMINATION

This matter was examined within the parameters of the Scientific Working Group for Forensic Document Examination (www.swgdoc.com). The foregoing organization is composed of private examiners and government examiners from local, state and federal agencies throughout the United States and sets guidelines of questioned documents examination.

RECOMMENDATIONS/COMMENTS

For the possibility of a more productive result, I highly recommend locating the original questioned document (Q1) and submitting it for analyses.

Alliance Forensic Sciences, LLC

Manny Gonzales, B.S., C.P.I., F.C.L.S.

Forensic Document Analyst

Andrew Flores, Esq. February 21, 2020 Page 4 of 4

Exhibits:

(A) Questioned Document Report
(B) Manny Gonzales' CV
(C)) Handwriting Terminology
(D) Limitations of Examining Photocopies
(E) SWGDOC Levels of Confidence
(E) Standards & Questioned Documents

(F) Standards & Questioned Documents

LLC-4/7

Certificate of Cancellation of a Limited Liability Company (LLC)

To cancel the Articles of Organization of a California LLC, or the Certificate of Registration of a registered foreign LLC, you can fill out this form, and submit for filing.

- There is no filing fee, however, a non-refundable \$15 service fee must be included, if you drop off the completed form.
- To file this form, the status of your LLC must be active on the records of the California Secretary of State. To check the status of the LLC, go to kepler.sos.ca.gov.

Important! California LLCs only: This form must be filed after or together with a Certificate of Dissolution (Form LLC-3). However, if the vote to dissolve was made by all of the members and that fact is noted in Item 4 below, Form LLC-3 is not required.

Note: Before submitting the completed form, you should consult with a private attorney for advice about your specific business needs. It is recommended for proof of submittal that if this form is mailed, it be sent by Certified Mail with Return Receipt Requested.

FILED KIN Secretary of State State of California DEC 2 1 2015



For questions about this form, go to www.sos.ca.gov/business-programs/business-entities/filing-tips.

LLC's Exact Name in CA (on file with CA Secretary of State) Leading Edge Real Estate, LLC

2 LLC File No. (issued by CA Secretary of State)

201511910148

Tax Liability (The following statement should not be altered. For information about final tax returns, go to https://www.ftb.ca.gov or call the California Franchise Tax Board at (800) 852-5711 (from within the U.S.) or (916) 845-6500 (from outside the U.S.).)

All final returns required under the California Revenue and Taxation Code have been or will be filed with the California Franchise Tax Board.

Dissolution (California LLCs ONLY: Check the box if the vote to dissolve was made by the vote of all the members.)

The dissolution was made by the vote of all of the members.

Additional Information (If any, list any other information the persons filing this form determine to include.)

(5)

Cancellation (The following statement should not be altered.)

Upon the effective date of this Certificate of Cancellation, this LLC's Articles of Organization (CA LLCs) or Certificate of Registration (registered foreign LLCs) will be cancelled and its powers, rights and privileges will cease in California.

Read and sign below: For California LLCs: This form must be signed by a majority of the managers, unless the LLC has had no members for 90 consecutive days, in which case the form must be signed by the person(s) authorized to wind up the LLC's affairs. For registered foreign LLCs: This form must be signed by a person authorized to so do under the laws of the foreign jurisdiction. If the signing person is a trust or another entity, go to www.sos.ca.gov/business-programs/business-entities/filing-tips for more information. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are part of this document.

Sign here

Make checking order payable to: Secretary of State

To get a copy of the filed document, include a separate request and payment for copy fees when the document is submitted. Copy fees are \$1 for the first page and \$.50 for each additional page. For certified copies, there is an additional \$5 certification fee, per copy.

Michael Sherlock

Print your name here

Bradford Harcourt

Print your name here

By Mail

Secretary of State Business Entities, P.O. Box 944228 Sacramento, CA 94244-2280

Manager Your business title

Manager

Your business title

Drop-Off

Secretary of State 1500 11th Street, 3rd Floor Sacramento, CA 95814

Waiver of Civil Code Section 1542. The foregoing general release shall remain effective even in the event of, and notwithstanding, the future discovery of facts which are now unknown or unanticipated, and are given notwithstanding California Civil Code section 1542, THE PROTECTIONS OF WHICH ARE HEREBY WAIVED by the Parties, but the language of which is nevertheless set forth below:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Interpretation. This Agreement shall be interpreted under California law and shall be construed as if all Parties contributed equally to its preparation.

Successors and Assigns. This Agreement, including but not limited to the release provisions set forth above, shall be binding upon, shall inure to the benefit of, the respective successors and assigns of the Parties.

Integration; No Oral Modification. This Agreement represents the complete and final agreement of the Parties as to the subject matter herein, and supersedes and merges any and all prior and contemporaneous negotiations, promises, and agreements. This Agreement may not be modified or amended orally, but may only be modified by a writing signed by both Parties.

Executed as of the date first set forth above.

MICHAEL D. SHERLOCK, individually

DRIVE MARKETING

BIKER SHERLOCK ENTERPRISES, INC. (dba B.S. ENTERPRISES, INC., a California corporation)

DREGS SKATEBOARDS

MICHAEL D. SHERLOCK

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Executed as of the date first set forth above.

MICHAEL D. SHERLOCK, individually

SLIDE DISTRIBUTION

MICHAEL D. SHERLOCK

CREDITOR

BIKER SHERLOCK ENTERPRISES, INC. (dba B.S. ENTERPRISES, INC., a California

corporation)

Ву: ____

MICHAEL D SHEDLOCK

DREGS SKATEBOARDS

MICHAEL D. SHERLOCK

2

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Executed as of the date first set forth above.

MICHAEL D. SHERLOCK, individually

PRECISION SPORTS, INC

CREDITOR

BIKER SHERLOCK ENTERPRISES, INC. (dba B.S. ENTERPRISES, INC., a California corporation)

DREGS SKATEBOARDS

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Executed as of the date first set forth above.

MICHAEL D. SHERLOCK, individually

By: There I while

MICHAEL D. SHERLOCK

SONOMA DESIGN APPAREL

By:

EDWARD D. BRASCIA

CREDITOR

BIKER SHERLOCK ENTERPRISES, INC. (dba B.S. ENTERPRISES, INC., a California corporation)

Dv.

MICHAEL D SHERLOCK

DREGS SKATEBOARDS

MICHAEL D SHERLOCK

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Executed as of the date first set forth above.

MICHAEL D. SHERLOCK, individually

TUM YETO, INC.

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MICHAELD SHERLOCK

CDEDITOR

BIKER SHERLOCK ENTERPRISES, INC. (dba B.S. ENTERPRISES, INC., a California corporation)

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MICHAEL D. CHEDI COM

DREGS SKATEBOARDS

MICHAEL D. SHERLOCK

K1-16

beginning of time to the date of this Agreement, which CREDITOR has or might have against DEBTOR.

<u>Waiver of Civil Code Section 1542</u>. The foregoing general release shall remain effective even in the event of, and notwithstanding, the future discovery of facts which are now unknown or unanticipated, and are given notwithstanding California Civil Code section 1542, THE PROTECTIONS OF WHICH ARE HEREBY WAIVED by the Parties, but the language of which is nevertheless set forth below:

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Executed as of the date first set forth above.

MICHAEL D. SHERLOCK, individually

CHARLES WATSON

By: MCHAFL D. SHEDT CON

MICHAEL D. SHERLOCK

CREDITOR

BIKER SHERLOCK ENTERPRISES, INC. (dba B.S. ENTERPRISES, INC., a California corporation)

MICHAEL D SHERLOCK

DREGS SKATEBOARDS

MICHAEL D. SHERLOCK

<u>Waiver of Civil Code Section 1542</u>. The foregoing general release shall remain effective even in the event of, and notwithstanding, the future discovery of facts which are now unknown or unanticipated, and are given notwithstanding California Civil Code section 1542, THE PROTECTIONS OF WHICH ARE HEREBY WAIVED by the Parties, but the language of which is nevertheless set forth below:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

<u>Interpretation</u>. This Agreement shall be interpreted under California law and shall be construed as if all Parties contributed equally to its preparation.

<u>Successors and Assigns</u>. This Agreement, including but not limited to the release provisions set forth above, shall be binding upon, shall inure to the benefit of, the respective successors and assigns of the Parties.

<u>Integration</u>; No Oral Modification. This Agreement represents the complete and final agreement of the Parties as to the subject matter herein, and supersedes and merges any and all prior and contemporaneous negotiations, promises, and agreements. This Agreement may not be modified or amended orally, but may only be modified by a writing signed by both Parties.

Executed as of the date first set forth above.

MICHAEL D. SHERLOCK, individually

MICHAEL D. SHERLOCK

HSTREET

CREDITOR

BIKER SHERLOCK ENTERPRISES, INC. (dba

B.S. ENTERPRISES, INC., a California

corporation)

MICHAEL D. SHERLOCK

DREGS SKATEBOARDS

MICHAEL D SHERLOCK

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MICHAEL D. SHERLOCK, individually

By: SUEDLOCK

MICHAEL D. SHERLOCK

CONCRETE WAVE

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BIKER SHERLOCK ENTERPRISES, INC. (dba B.S. ENTERPRISES, INC., a California corporation)

mand Do

MICHAEL D SHEBLOCK

DREGS SKATEBOARDS

MICHAEL D. SHERLOCK

K1-18

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MICHAEL D. SHERLOCK, individually

WATSON LAMINATES

CREDITOR

Du Marking D SID la

MICHAEL D SHERLOCK

BIKER SHERLOCK ENTERPRISES, INC. (dba B.S. ENTERPRISES, INC., a California

corporation)

By:

MICHAEL D. SHERLOCK

DREGS SKATEBOARDS

MICHAEL D SHERLOCK

K1-19

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Executed as of the date first set forth above.

MICHAEL D. SHERLOCK, individually	OSIRIS
By: Michael D. Sherler Michael D. Sherlock	By: Melissa Morrow A[R
	CREDITOR

BIKER SHERLOCK ENTERPRISES, INC. (dba B.S. ENTERPRISES, INC., a California corporation)

By: Michael D. Sheher

DREGS SKATEBOARDS

By: Michael D. Shell
MICHAEL D. SHERLOCK

	ATTACHMENT 10
P. oject Title: 8863 BALBOA SN	Project No. (For City Use Only)
Part II - To be completed when property is held	SECURIO DE LA CONTRACTOR DE LA CONTRACTO
Legal Status (please check):	
	ral) What State? CA Corporate Identification No. 8667892
By signing the Ownership Disclosure Statement, the as identified above, will be filed with the City of Santhe property. Please list below the names, titles an otherwise, and state the type of property interest (ein a partnership who own the property). A signature property. Attach additional pages if needed. Note: ownership during the time the application is being permanager at least thirty days prior to any public hear information could result in a delay in the hearing pro-	e owner(s) acknowledge that an application for a permit, map or other matter. Diego on the subject property with the intent to record an encumbrance against d addresses of all persons who have an interest in the property, recorded or .g., tenants who will benefit from the permit, all corporate officers, and all partners re is required of at least one of the corporate officers or partners who own the The applicant is responsible for notifying the Project Manager of any changes in processed or considered. Changes in ownership are to be given to the Project ing on the subject property. Failure to provide accurate and current ownership process. Additional pages attached Yes XNo
Corporate/Partnership Name (type or print):	Corporate/Partnership Name (type or print):
Owner Tenant/Lessee	Owner Tenant/Lessee
Street Address: 5666 LA JOUA BLUD. #	Street Address:
City/State/Zip: SAN DIEGO CA 920: Phone No: Fax No:	The state of the s
Phone No: (619) 851 - 5403 Fax No:	Phone No: Fax No:
Name of Corporate Officer/Partner (type or print): MICHAEL D. SIJERLOCK	Name of Corporate Officer/Partner (type or print):
Title (type or print): A) THE A 12-ED CITE	FD/A Title (type or print):
Signature: D. Sherlier 4	Signature: Date:
Corporate/Partnership Name (type or print):	Corporate/Partnership Name (type or print):
Owner Tenant/Lessee	Owner Tenant/Lessee
Street Address:	Street Address:
City/State/Zip:	Ofty/State/Zip:
Phone No: Fax No:	Phone No: Fax No:
Name of Corporate Officer/Partner (type or print):	Name of Corporate Officer/Partner (type or print):
Title (type or print):	Title (type or print):
Signature: Date:	Signature : Date:
Corporate/Partnership Name (type or print):	Corporate/Partnership Name (type or print):
Owner Tenant/Lessee	Owner Tanant Lasses
Street Address:	Street Address:
City/State/Zio:	City/State/Zip:
Phone No: Fax No:	Phona No: Fax No:
Name of Corporate Officer:Partner (type or print):	Name of Corporate Officer Partner (type or print):
Title (tyce or print):	Tirle (type or print):

Signature :

FILED
Secretary of State
State of California

APR 2 2 2014

ARTICLES OF INCORPORATION OF UNITED PATIENTS CONSUMER COOPERATIVE

100

ARTICLE 1. The name of the Corporation is the UNITED PATIENTS CONSUMER COOPERATIVE.

ARTICLE 2. This Corporation is a cooperative corporation organized under the California Consumer Cooperative Corporation Law. The purpose of this Corporation is to engage in any lawful act or activity for which a corporation may be organized under such law.

ARTICLE 3. The name and address in the State of California of this Corporations' initial agent for service of process is David J. Eichorn, 5666 La Jolla Blvd., Suite 15, La Jolla, CA 92037.

The initial street and mailing address of this Corporation is 8863 Balboa Ave., Suite E, San Diego, CA 92123.

ARTICLE 4. The voting rights of each member of the Corporation are equal, and each member is entitled to vote. The proprietary interests of each member of the Corporation are unequal, and the rules by which the proprietary interests are determined shall be prescribed in the Bylaws of the Corporation.

TNCORPORATOR

<u>₹1.2</u>

Form 8879-S

IRS e-file Signature Authorization for Form 1120S

► Do not send to the IRS. Keep for your records.

► Information about Form 8879-S and its instructions is at www.irs.gov/form8879s.

Department of the Treasury Internal Revenue Service For calendar year 2013, or tax year beginning Name of corporation

, 2013, ending

2013

OMB No. 1545-1863

BIKER SHERLOCK ENTERPRISES, INC. 51-0397136				
Part I Tax Return Information (Whole dollars only)				
1 Gross receipts or sales less returns and allowances (Form 11000 1: 1-)		7		
and the receipts of Sales less retains and allowances (Furth 11205, line 10)	1			
prome (com: 11200, mic 0)	2			
5 and y business mounte (1055) (1 offit 11200, line 21)	3			
The remainded estate meeting (1935) (1 offit 11203, Schedule N, IIIIe 2)	4			
	5	-5,0		
Part II Declaration and Signature Authorization of Officer (Be sure to get a copy of Under penalties of perjury, I declare that I am an officer of the above corporation and that I have examine electronic income tax return and accompanying schedules and statements and to the heat of the least of the leas	the corpor	ation's return)		
electronic income tax return and accompanying schedules and statements and to the best of my knowledge complete. I further declare that the amounts in Part I above are the amounts shown on the copy of the correturn. I consent to allow my electronic return originator (ERO), transmitter, or intermediate service provid the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the trans in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and it to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in payment of the corporation's federal taxes owed on this return, and the financial institution to debit the empayment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business day date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification of the corporation's electronic income tax return and, if applicable, the corporation's consent to electronic	pe and belief, poration's elevento send the mission, (b) the send the tax preparty to this access prior to the send to receive the tax preparty to the send to receive the send to the sen	It is true, correct, a ectronic income tax ectronic income tax ectronic return the reason for any difficult and the reason for any difficult aration software for count. To revoke a payment (settleme confidential informations are true to the result of the result and the result are the result		
Officer's PIN: check one box only	Tarras William	amai.		
X I authorize EXACTAX BUSINESS SOLUTIONS to enter my PIN ERO firm name	10023 do not enter all z			
on the corporation's 2013 electronically filed income tax return.				
As an officer of the corporation, I will enter my PIN as my signature on the corporation's 2013 electronically file	ed income tax	return.		
Officer's signature - Muhul P Ahm Date - Sept (5	Title ► <u>F</u>	PRESIDENT		
Part III Certification and Authentication				
ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN		33975513970 do not enter all ze		
certify that the above numeric entry is my PIN, which is my signature on the 2013 electronically filed income tax r ndicated above. I confirm that I am submitting this return in accordance with the requirements of Pub 311 Participation, and Pub 4163 , Modernized e-File (MeF) Information for Authorized IRS e-file Providers for B	2. IRS e-file	Application and		
ERO's signature ► SABRINA HARVEY	Date -			
ERO Must Retain This Form — See Instructions				

BAA For Paperwork Reduction Act Notice, see instructions.

Form 8879-S (2



c Balance. Subtract line 1b from line 1a. 2 Cost of goods sold (attach Form 1125-A). 3 Gross profit. Subtract line 2 from line 1c. 4 Net gain (loss) from Form 4797, line 17 (attach Form 4797). 5 Other income (loss). Add lines 3 through 5. 7 Compensation of officers (see instructions - attach Form 1125-E). 8 Salaries and wages (less employment credits). 9 Repairs and maintenance. 10 Bad clebts. 11 Rents. 12 Taxes and licenses. 13 Interest. 14 Depreciation not claimed on Form 1125-A or elsewhere on return (attach Form 4562). 15 Depletion (Do not deduct oil and gas depletion.). 16 Advertising. 17 Pension, profit-sharing, etc, plans. 18 Employee benefit programs. 19 Other deductions (attach statement). 19 Ordinary business income (loss). Subtract line 20 from line 6. 22a Excess net passive income or LIFO recapture tax (see instructions). 10 Tax from Schedule D (Form 1120S). 22 Lot ad lines 22a and 22b (see instructions for additional taxes). 23a 2013 estimated tax payments and 2012 overpayment credited to 2013. 23 a D Tax from Schedule D (Form 1120S). 24 Estimated tax panid on fuels (attach Form 4136). 25 Credit for federal tax paid on fuels (attach Form 4136). 26 Overpayment, If line 23d is snaller than the total of lines 22c and 24, enter amount overpaid. 27 Enter amount from line 26 Credited to 2014 estimated tax 28 Firm's address in 16052 BEACH BLVD, SULTE 166 10 HUNTINGTON BEACH, CA 92647		Returns and allowances				
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For Paperwork Reduction Act Notice see separate instructions. SPSA0105L 06/28/13	_			SDSA010EL ACIONAS		

which is nevertheless set forth below:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

<u>Interpretation</u>. This Agreement shall be interpreted under California law and shall be construed as if all Parties contributed equally to its preparation.

<u>Successors and Assigns</u>. This Agreement, including but not limited to the release provisions set forth above, shall be binding upon, shall inure to the benefit of, the respective successors and assigns of the Parties.

Integration: No Oral Modification. This Agreement represents the complete and final agreement of the Parties as to the subject matter herein, and supersedes and merges any and all prior and contemporaneous negotiations, promises, and agreements. This Agreement may not I modified or amended orally, but may only be modified by a writing signed by both Parties.

Executed as of the date first set forth above.

MICHAEL D. SHERLOCK, individually

D. Shulm

MICHAEL D. SHERLOCK

DRIVE MARKETING

By:

CREDITOR

BIKER SHERLOCK ENTERPRISES, INC. (dba B.S. ENTERPRISES, INC., a California corporation)

By:

MICHAEL D. SHERLOCK

KI-5

DREGS SKATEBOARDS

Ву:

MICHAEL D. SHERLOCK

1122593,1

2

Waiver of Civil Code Section 1542. The foregoing general release shall remain effective even in the event of, and notwithstanding, the future discovery of facts which are now unknown or unanticipated, and are given notwithstanding California Civil Code section 1542, THE PROTECTIONS OF WHICH ARE HEREBY WAIVED by the Parties, but the language of which is nevertheless set forth below:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

<u>Interpretation</u>. This Agreement shall be interpreted under California law and shall be construed as if all Parties contributed equally to its preparation.

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Executed as of the date first set forth above.

MICHAEL D. SHERLOCK, individually

SLIDE DISTRIBUTION

By: Man Danie

MICHAEL D. SHERLOCK

CREDITOR

BIKER SHERLOCK ENTERPRISES, INC. (dba B.S. ENTERPRISES, INC., a California corporation)

Rv.

MICHAEL D. SHERLOCK

K1-6

DREGS SKATEBOARDS

By: ___

MICHAEL D. SHERLOCK

beginning of time to the date of this Agreement, which CREDITOR has or might have against DEBTOR.

Waiver of Civil Code Section 1542. The foregoing general release shall remain effective even in the event of, and notwithstanding, the future discovery of facts which are now unknown or unanticipated, and are given notwithstanding California Civil Code section 1542, THE PROTECTIONS OF WHICH ARE HEREBY WAIVED by the Parties, but the language of which is nevertheless set forth below:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

<u>Interpretation</u>. This Agreement shall be interpreted under California law and shall be construed as if all Parties contributed equally to its preparation.

<u>Successors and Assigns</u>. This Agreement, including but not limited to the release provisions set forth above, shall be binding upon, shall inure to the benefit of, the respective successors and assigns of the Parties.

<u>Integration</u>; No Oral Modification. This Agreement represents the complete and final agreement of the Parties as to the subject matter herein, and supersedes and merges any and all prior and contemporaneous negotiations, promises, and agreements. This Agreement may not be modified or amended orally, but may only be modified by a writing signed by both Parties.

Executed as of the date first set forth above.

MICHAEL D. SHERLOCK, individually

MICHAEL D SHERLOCK

BIKER SHERLOCK ENTERPRISES, INC. (dba B.S. ENTERPRISES, INC., a California corporation)

By: MICHAEL D. SHERLOCK

DREGS SKATEBOARDS

MICHAEL D. SHERLOCK

CHARLES WATSON

CREDITOR

RIT

- 18. Counterparts. This Amendment may be executed in any number of counterparts each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument.
- 19. **Assignment**. Adrenalina shall be permitted to assign its rights and obligations under this Agreement without the express written consent of MDS
- 20. **Pronouns.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms and the singular form of pronouns or nouns shall include the plural and vice versa.
- 21. **Joint Drafting Responsibility.** This Agreement is the result of the joint efforts and negotiations of the parties hereto, with each party being represented or having the opportunity to be represented by legal counsel of its own choice. No single party is the author or drafter of this Agreement or any of the provisions of it. Each of the parties assumes joint responsibility for the form and composition of all of the contents of this Agreement and each party agrees that this Agreement shall be interpreted as though each of the parties participated equally in the composition of it and each and every provision and part of it. The parties agree that the rule of judicial interpretation to the effect that any ambiguity or uncertainty contained in an agreement is to be construed against the party who drafted the Agreement shall not be applied in the event of any disagreement of dispute arising out of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first vritten above.

<u>VITNESSES</u>

ADRENALINA, INC.

MDS PRODUCTION, INC.

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KI-B



State of California Secretary of State

Statement of Information

(Domestic Nonprofit, Credit Union and Consumer Cooperative Corporations)

Filing Fee: \$20.00. If this is an amendment, see instructions. IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME

UNITED PATIENTS CONSUMER COOPERATIVE



FILED Secretary of State State of California JUL 23 2014

APPROVED BY SECRETARY OF STATE

				1 (ſ	
2. CALIFORNIA CORPORATE NUMBER 3667892				21/20	Par	Spine He a Out
Complete Princip	al Office Addres	SS (Do not abbreviate the name of the	oily Ifom Consulty - D	0 ====	is obside for h	Filing Use Only
3. STREET ADDRES	S OF PRINCIPAL OF	FICE IN CALIFORNIA, IF ANY	CITY	O. Box.)	STATE	ZIP CODE
8863 Balboa Ave.			2000 OF 10		CA	
4. MAILING ADDRES		ATION	San Diego			92123
		CHON	CITY		STATE	ZIP CODE
8863 Balboa Ave.			San Diego		CA	92123
		of the Following Officers (The crinted titles on this form must not be alt	corporation must list these ered.)	three officers.	A compara	ble title for the specific
5. CHIEF EXECUTIVE		ADDRESS	CITY		STATE	ZIP CODE
Michael D. Sherloc	:k	5666 La Jolla Blvd., Suite 15	La Jolla		CA	92037
8. SECRETARY		ADDRESS	CITY		STATE	ZIP CODE
Shannon Snyder		8863 Balboa Ave. Suite E	San Diego		CA	92123
7. CHIEF FINANCIAL		ADDRESS `	CITY	· · · · · · · · · · · · · · · · · · ·	STATE	ZIP CODE
Richard P. Melogra		8863 Balboa Ave., Sulte E	San Diego		CA	92123
Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 9 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 9 must be left blank						
B. NAME OF AGENT Michael D. Sherioc	k					
9. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE						
5666 La Jolla Blvd.	, Sulte 15		La Jolla		GA	92037
Common Interest Developments						
10. Check here if the corporation is an association formed to manage a common interest development under the Davis-Stirling Common Interest Development Act, (California Civil Code section 4000, et seq.) or under the Commercial and Industrial Common Interest Development Act, (California Civil Code section 5500, et seq.). The corporation must file a Statement by Common Interest Development Association (Form SI-CID) as required by California Civil Code sections 5405(a) and 8760(a). Please see instructions on the reverse side of this form.						
11. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.						
~/	Michael D. Sherlo	ck	Pres.	Muha	Sp.	Sheles
DATE	TYPE/PRINT NAM	ME OF PERSON COMPLETING FORM	TITLE	1 24/40	SIGNATI	URE
SI-100 (REV 01/2014)	•			10		

DATA	DIEGO CA 92109	A constraint of the constraint		DEATH LID	
DATA	8A. USUAL OCCUPATION	8B. USUAL	8B. USUAL KIND OF BUSINESS OR INDUSTR		
	BUSINESS OWNER	SKARE	SKATEBOARDS		
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	MICHAEL JOHN SHERLOCK	TO THE PART OF THE	The second secon	ANNA DE	
	12A. NAME OF BRIDE-FIRST (GIVEN) 12B. MIDDLE	The second secon	12G CURR	ENT LAST (FAMILY)	
	AMY	The second secon	KENTIN	BR	
	14A. RESIDENCE-STREET AND NUMBER	14B, CITY		14C. ZIP (
BRIDE	5163 FOOTHILL BLVD	SAN D	IEGO	9210	
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	EVENT COORDINATOR VI.C	SKATE	BOARD I	PVENTS	
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	GEORGE KENTNER	CA		JANICE	
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	- Michael Sheley			24. SIGNATUI	
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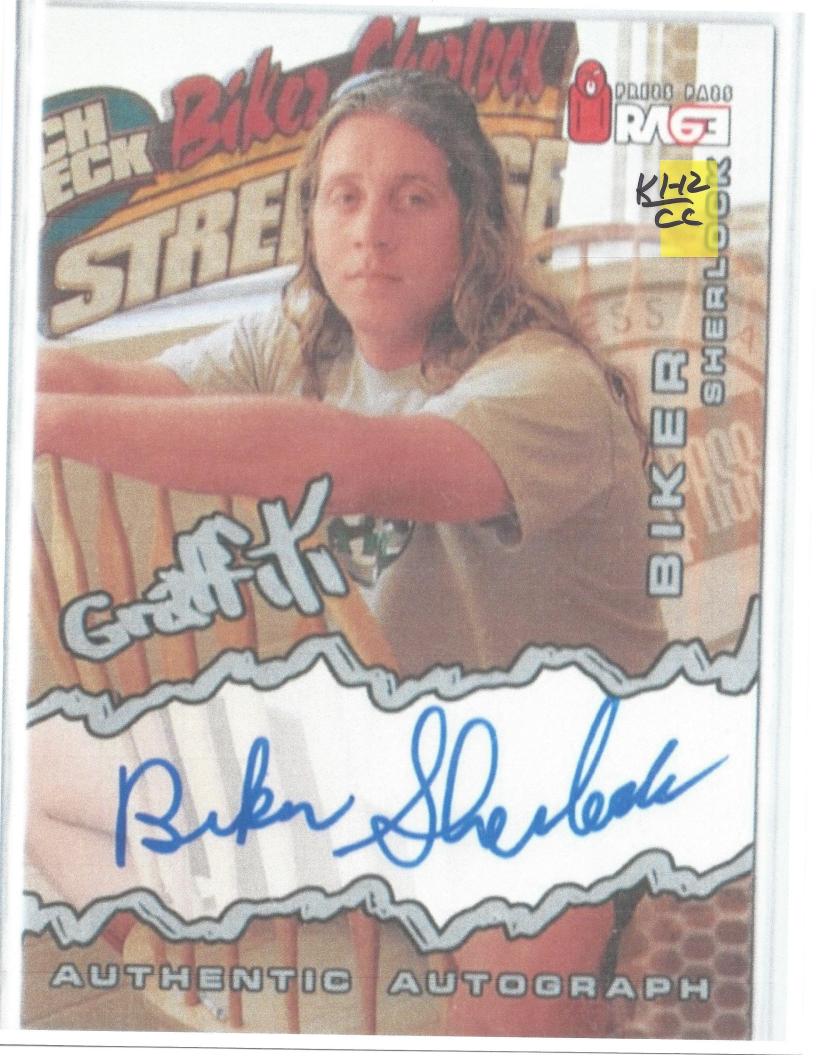
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SWGDOC Standard Terminology for Expressing Conclusions of Forensic Document Examiners

1. Scope

- 1.1 This terminology is intended to assist forensic document examiners in expressing conclusions or opinions based on their examinations.
- 1.2 The terms in this terminology are based on the report of a committee of the Questioned Document Section of the American Academy of Forensic Science that was adopted as the recommended guidelines in reports and testimony by the Questioned Document Section of the American Academy of Forensic Science and the American Board of Forensic Document Examiners.¹

2. Referenced Documents

2.1 Standards

SWGDOC Standard for Scope of Work of Forensic Document Examiners

3. Significance and Use

- 3.1 Document examiners begin examinations from a point of neutrality. There are an infinite number of gradations of opinion toward an identification or toward an elimination. It is in those cases wherein the opinion is less than definite that careful attention is especially needed in the choice of language used to convey the weight of the evidence.
- 3.2 Common sense dictates that we must limit the terminology we use in expressing our degrees of confidence in the evidence to terms that are readily understandable to those who use our services (including investigators, attorneys, judges, and jury members), as well as to other document examiners. The expressions used to differentiate the gradations of opinions should not be considered as strongly defined "categories". These expressions should be guidelines without sharply defined boundaries.
- 3.3 When a forensic document examiner chooses to use one of the terms defined below, the listener or reader can assume that this is what the examiner intended the term to mean. To avoid the possibility of misinterpretation of a term where the expert is not present to explain the guidelines in this standard, the appropriate definition(s) could be quoted in or appended to reports.
- 3.4 The examples are given both in the first person and in third person since both methods of reporting are used by document examiners and since both forms meet the main purpose of the standard, that is, to suggest terminology that is readily understandable. These examples should not be regarded as the only ways to utilize probability statements in reports and testimony. In following any guidelines, the examiner should always bear in mind that sometimes the examination will lead into paths that cannot be anticipated and that no guidelines can cover exactly.
- 3.5 Although the material that follows deals with handwriting, forensic document examiners may apply this terminology to other examinations within the scope of their work, as described in SWGDOC Standard for Scope of Work of Forensic Document Examiners, and it may be used by forensic examiners in other areas, as appropriate. 3.6 This standard does not purport to address all of the safety concerns, if any, associated with its use. It is the responsibility of the user of this standard to establish appropriate safety and health practices and determine the applicability of regulatory limitations prior to use.

4. Terminology

4.1 Recommended Terms:

identification (**definite conclusion of identity**)—this is the highest degree of confidence expressed by document examiners in handwriting comparisons. The examiner has no reservations whatever, and although prohibited from using the word "fact," the examiner is certain, based on evidence contained in the handwriting, that the writer of the known material actually wrote the writing in question.

Examples—It has been concluded that John Doe wrote the questioned material, or it is my opinion [or conclusion] that John Doe of the known material wrote the questioned material.

strong probability (highly probable, very probable)—the evidence is very persuasive, yet some critical feature or quality is missing so that an *identification* is not in order; however, the examiner is virtually certain that the questioned and known writings were written by the same individual.

Examples—There is *strong probability* that the John Doe of the known material wrote the questioned material, or it is my opinion (or conclusion or determination) that the John Doe of the known material *very probably* wrote the questioned material.

DISCUSSION—Some examiners doubt the desirability of differentiating between strong probability and probable, and certainly they may eliminate this terminology. But those examiners who are trying to encompass the entire "gray scale" of degrees of confidence may wish to use this or a similar term.

¹ McAlexander T.V., Beck, J., and Dick, R., "The Standardization of Handwriting Opinion Terminology," *Journal of Forensic Science*, Vol 36, No. 2, March 1991, pp. 311–319.

probable—the evidence contained in the handwriting points rather strongly toward the questioned and known writings having been written by the same individual; however, it falls short of the "virtually certain" degree of confidence. *Examples*—It has been concluded that the John Doe of the known material probably wrote the questioned material, or it is my opinion (or conclusion or determination) that the John Doe of the known material *probably* wrote the questioned material.

indications (**evidence to suggest**)—a body of writing has few features which are of significance for handwriting comparison purposes, but those features are in agreement with another body of writing.

Examples—There is evidence which *indicates* (or *suggests*) that the John Doe of the known material may have written the questioned material but the evidence falls far short of that necessary to support a definite conclusion.

DISCUSSION—This is a very weak opinion, and a report may be misinterpreted to be an identification by some readers if the report simply states, "The evidence *indicates* that the John Doe of the known material wrote the questioned material." There should always be additional limiting words or phrases (such as "may have" or "but the evidence is far from conclusive") when this opinion is reported, to ensure that the reader understands that the opinion is weak. Some examiners doubt the desirability of reporting an opinion this vague, and certainly they cannot be criticized if they eliminate this terminology. But those examiners who are trying to encompass the entire "gray scale" of degrees of confidence may wish to use this or a similar term.

no conclusion (totally inconclusive, indeterminable)—This is the zero point of the confidence scale. It is used when there are significantly limiting factors, such as disguise in the questioned and/or known writing or a lack of comparable writing, and the examiner does not have even a leaning one way or another. *Examples—No conclusion* could be reached as to whether or not the John Doe of the known material wrote the questioned material, or I could not determine whether or not the John Doe of the known material wrote the questioned material.

indications did not—this carries the same weight as the indications term that is, it is a very weak opinion. *Examples*—There is very little significant evidence present in the comparable portions of the questioned and known writings, but that evidence suggests that the John Doe of the known material did not write the questioned material, or I found indications that the John Doe of the known material did not write the questioned material but the evidence is far from conclusive.

See Discussion after indications.

probably did not—the evidence points rather strongly against the questioned and known writings having been written by the same individual, but, as in the probable range above, the evidence is not quite up to the "virtually certain" range.

Examples—It has been concluded that the John Doe of the known material probably did not write the questioned material, or it is my opinion (or conclusion or determination) that the John Doe of the known material probably did not write the questioned material.

DISCUSSION—Some examiners prefer to state this opinion: "It is unlikely that the John Doe of the known material wrote the questioned material." There is no strong objection to this, as "unlikely" is merely the Anglo-Saxon equivalent of "improbable".

strong probability did not—this carries the same weight as strong probability on the identification side of the scale; that is, the examiner is virtually certain that the questioned and known writings were not written by the same individual.

Examples—There is strong probability that the John Doe of the known material did not write the questioned material, or in my opinion (or conclusion or determination) it is highly probable that the John Doe of the known material did not write the questioned material.

DISCUSSION—Certainly those examiners who choose to use "unlikely" in place of "probably did not" may wish to use "highly unlikely" here.

elimination—this, like the *definite conclusion of identity*, is the highest degree of confidence expressed by the document examiner in handwriting comparisons. By using this expression the examiner denotes no doubt in his opinion that the questioned and known writings were not written by the same individual.

Examples—It has been concluded that the John Doe of the known material did not write the questioned material, or it is my opinion (or conclusion or determination) that the John Doe of the known material did not write the questioned material.

DISCUSSION—This is often a very difficult determination to make in handwriting examinations, especially when only requested exemplars are available, and extreme care should be used in arriving at this conclusion.

- 4.1.1 When the opinion is less than definite, there is usually a necessity for additional comments, consisting of such things as reasons for qualification (if the available evidence allows that determination), suggestions for remedies (if any are known), and any other comments that will shed more light on the report. The report should stand alone with no extra explanations necessary.
- 4.2 Deprecated and Discouraged Expressions:
- 4.2.1 Several expressions occasionally used by document examiners are troublesome because they may be misinterpreted to imply bias, lack of clarity, or fallaciousness and their use is deprecated. Some of the terms are so

blatantly inane (such as "make/no make") that they will not be discussed. The use of others is discouraged because they are incomplete or misused. These expressions include:

possible/could have—these terms have no place in expert opinions on handwriting because the examiner's task is to decide to what degree of certainty it can be said that a handwriting sample is by a specific person. If the evidence is so limited or unclear that no definite or qualified opinion can be expressed, then the proper answer is *no conclusion*. To say that the suspect "could have written the material in question" says nothing about probability and is therefore meaningless to the reader or to the court. The examiner should be clear on the different meanings of "possible" and "probable," although they are often used interchangeably in everyday speech.

consistent with—there are times when this expression is perfectly appropriate, such as when "evidence consistent with disguise is present" or "evidence consistent with a simulation or tracing is present, but "the known writing is consistent with the questioned writing" has no intelligible meaning.

could not be identified/cannot identify—these terms are objectionable not only because they are ambiguous but also because they are biased; they imply that the examiner's task is only to identify the suspect, not to decide whether or not the suspect is the writer. If one of these terms is used, it should always be followed by "or eliminate[d]". **similarities were noted/differences as well as similarities**— these expressions are meaningless without an

explanation as to the extent and significance of the similarities or differences between the known and questioned material. These terms should never be substituted for gradations of opinions.

cannot be associated/cannot be connected—these terms are too vague and may be interpreted as reflecting bias as they have no counterpart suggesting that the writer cannot be eliminated either.

no identification—this expression could be understood to mean anything from a strong probability that the suspect wrote the questioned writing; to a complete elimination. It is not only confusing but also grammatically incorrect when used informally in sentences such as. "I no identified the writer" or "I made a no ident in this case."

inconclusive—this is commonly used synonymously with no conclusion when the examiner is at the zero point on the scale of confidence. A potential problem is that some people understand this term to mean something short of definite (or conclusive), that is, any degree of probability, and the examiner should be aware of this ambiguity.

positive identification—This phrase is inappropriate because it seems to suggest that some identifications are more positive than others.

[strong] reason to believe—there are too many definitions of *believe* and *belief* that lack certitude. It is more appropriate to testify to our conclusion (or determination or expert opinion) than to our belief, so why use that term in a report?

qualified identification—An *identification* is not qualified. However, opinions may be qualified when the evidence falls short of an *identification* or *elimination*.

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Levels of Confidence Their Interpretations as used by the Forensic Document Examiner

	Item #	Document Examiners' Conclusions	AFS Interpretation	Explanation
	1	IDENTIFICATION	"Beyond a Reasonable Doubt"	The Known Writer Wrote the Questioned Writing. Examiner has NO RESERVATIONS.
	2	Highly Probable	"Clear and Convincing Evidence"	Virtually Certain - However, some critical feature(s) is missing for an ID.
Identification	3	Probable	"More Likely Than Not" or "Preponderance of the Evidence"	Comparative Evidence with Unexplainable Differences. It is "likely" that the known writer wrote the questioned handwriting.
Iden	4	Indications or Suggestions	Significantly lower than "Preponderance of the Evidence" Standard	Weak "leaning" - Productivity Limited by Quality and/or Quantity of Comparable Evidence. Writing has few features which are significant for comparison purposes, but those features are in agreement with questioned writing. The evidence is FAR FROM CONCLUSIVE.
	5	No Conclusion	Inconclusive	Evidence has Limited and/or Non-Existing Comparative/Probative Value.
	6	Indications or Suggestions	Significantly lower than "Preponderance of the Evidence" Standard	Weak "leaning" - Productivity Limited by Quality and/or Quantity of Comparable Evidence. Writing may have few features which are significant for comparison purposes, but those features tend to negate the writer's responsibility. The evidence is FAR FROM CONCLUSIVE.
Elimination	7	Probable	"More Likely Than Not" or "Preponderance of the Evidence"	Comparative Evidence with Significant Differences. It is "unlikely" that the known writer wrote the questioned handwriting.
=	8	Highly Probable	"Clear and Convincing Evidence"	Virtually Certain - However, some critical feature(s) is missing for an Elimination.
	9	ELIMINATION	"Beyond a Reasonable Doubt"	The Known Writer DID NOT Write the Questioned Writing. The Examiner has NO RESERVATIONS.

Reference: SWGDOC.org – Scientific Working Group for Document Examiners

Exhibit E