



15000 Capital One Drive
ATTN: 12070-7000
Richmond, Virginia 23238-1119

February 8, 2011

VIA FEDERAL EXPRESS

Captain Evan S. Day
Attn: Military Justice
Building 2244
Marine Corps Air Station Miramar
San Diego, CA 92145

Re: Subpoenaed Entity: Capital One Bank (USA), N/A
Responding Entity: Capital One Bank (USA), N.A.
Case No./Name: United States v. Captain Douglas S. Wacker, United States Marine Corps
Our File Number: 201100611

Dear Mr. Day:

I am writing in response to the subpoena or information request for the above-referenced matter ("Subpoena") directed to the above Subpoenaed Entity. Subject to and without waiving the below objections,¹ the Responding Entity ("Capital One") has exercised reasonable diligence in searching its systems of record for the documents and/or information reasonably requested by the Subpoena, and the enclosed documents and/or information represent all available documents and/or information yielded by this search. Please note that there are multiple Capital One entities and that the responsive documents produced herewith represent only those in the possession, custody, or control of the Responding Entity.

Please also note that it is not possible for Capital One or any of its employees to represent that any document production contains "all documents" for any specific customer and/or account. Based upon our interpretation of your request, however, we believe the enclosed documents fully satisfy your request. Capital One shall assume that this response constitutes a full and complete response requiring no further action by Capital One in response to the Subpoena unless you should advise it in writing otherwise within ten days of this letter. If you have any questions, please contact us at subpoena@capitalone.com.

Sincerely,
Subpoena Coordinator

¹ To the extent that the above-listed Subpoenaed Entity does not match the above-listed Responding Entity ("Capital One"), Capital One objects to the Subpoena on the grounds that the Subpoena is directed to an incorrect legal entity, as the Subpoenaed Entity does not exist, is not a legal entity, or is not the correct entity to which the Subpoena should be directed. Information regarding Capital One entities is publicly available from Capital One's website (www.capitalone.com) and other public sources. These companies are separate and distinct legal entities, and subpoenas and other legal requests must be served separately upon the correct entity in full compliance with applicable law in order to permit a response. Capital One also objects to the Subpoena to the extent that (1) the method of service of the Subpoena is not specifically authorized by applicable law; (2) the Subpoena has not been issued in full compliance with all applicable law; (3) the Subpoena requests privileged or confidential information; (4) the full scope of the information requested by the Subpoena is not relevant or reasonably calculated to lead to the discovery of admissible evidence; (5) the Subpoena fails to provide sufficient information to uniquely identify some or all of the individuals and/or entities about which information is sought; and/or (6) compliance with the Subpoena would pose an undue burden and expense upon Capital One. Capital One further reserves its right to assert any additional objection to the Subpoena.

**DECLARATION OF QUALIFIED PERSON CERTIFYING
THE AUTHENTICITY OF DOMESTIC BUSINESS RECORDS
PURSUANT TO FEDERAL RULES OF EVIDENCE 803(6) & 902(11)**

I, the below-signed Declarant, declare under penalty of perjury and pursuant to 28 U.S.C. § 1746 that the information contained in this declaration is true and correct. I am employed by **Capital One Services, LLC**, and in this position I am a qualified person authorized to declare and certify on behalf of **Capital One Bank (USA), NA ("Capital One")** the following in accordance with Federal Rules of Evidence 803(6) and 902(11):


1. This Declaration is made in conjunction with Capital One's response to the subpoena, search warrant, summons, or request issued by **Captain Evan S. Day** in the matter of **United States v. Captain Douglas S. Wacker, United States Marine Corps** dated **January 5, 2011** ("Subpoena").

2. The documents attached hereto represent those responsive to any reasonable request of the Subpoena as returned from a reasonably diligent search of Capital One's systems of record and are true and accurate duplicates of the original business records maintained by Capital One.

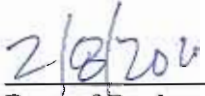
3. In accordance with Federal Rule of Evidence 902(11), I certify that the documents attached hereto:

- (A) were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person with knowledge of those matters;
- (B) were kept in the course of the regularly conducted business activity of Capital One; and
- (C) were made by Capital One as a regular practice during its regularly conducted business activity.

I declare under penalty of perjury and pursuant to 28 U.S.C. § 1746 that the foregoing information contained in this declaration is true and correct. Executed as of the below date.



Signature of Declarant



Date of Declaration

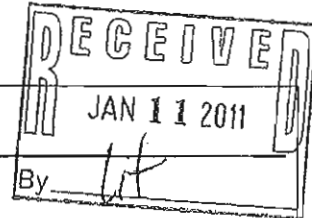


Printed Name of Declarant

For Capital One Use Only
Assoc: KYR
File #:201100611

Federal - General

SUBPOENA



From the President of the United States, to:

**Capital One Bank (USA), N/A
ATTN: 12070-7000
150000 Capital One Drive
Richmond, VA 23238-1119**

You are hereby ordered and required to produce on or before the 30th day of January 2011, to the Joint Law Center, Attn: Military Justice, Building 2244, Marine Corps Air Station Miramar, San Diego, California, 92145, Fax (858) 577-1734 the following records: All credit card and debit card statements from the period of 1 April 2007 through 30 April 2007 pertaining to member Jessica Lee Brooder, phone number 619-729-2652, DOB 18 November, 1982, SSN 565-99-7117, for a General Court-Martial of the United States, appointed by the Commanding General, Third Marine Air Wing, Marine Corps Air Station Miramar, San Diego, California, in the matter of UNITED STATES V. CAPTAIN DOUGLAS S. WACKER, UNITED STATES MARINE CORPS.

Please provide the records, along with a self-authenticating affidavit, by mail to the address above, by email to evan.s.day@usmc.mil or by fax to (858) 577-1734, marked Attn: Captain Day. The preferred method of delivery is email, if possible.

Failure to provide records is punishable by a fine or imprisonment, or both, at the court's discretion, pursuant to 10 U.S.C. 847. Failure to provide records may also result in your being taken into custody and brought before the court-martial under a Warrant of Attachment (DD Form 454), per Manual for Courts-Martial R.C.M. 703(e)(2)(G).

Subscribed at Marine Corps Air Station Miramar this 5th day of January 2011.

Evan S. Day
Captain, U.S. Marine Corps
Trial Counsel

Sign one copy of this subpoena and return the signed copy to the person serving the subpoena.

I hereby accept service of the subpoena.

Signature of Witness

NOTE: If the witness does not sign, complete the following:

Personally appeared before me, the undersigned authority, _____, who, being first duly sworn according to law, deposes and say that at _____, on _____, 2010, he or she personally delivered a duplicate of this subpoena to the witness in person.

Grade

Signature

Subscribed and sworn to before me at _____, this _____ day of _____, 2010.

Grade

Signature

SUBPOENA

From the President of the United States, to:

**Capital One, N/A
ATTN: 12070-7000
150000 Capital One Drive
Richmond, VA 23238-1119**

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Subscribed at Marine Corps Air Station Miramar this 5th day of January 2011.



Evan S. Day
Captain, U.S. Marine Corps
Trial Counsel

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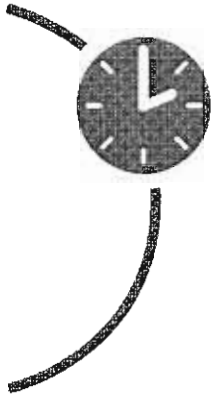
Grade

Signature

Subscribed and sworn to before me at _____, this _____ day of _____, 2010.

Grade

Signature



Spread too thin?

Paying bills takes a lot of time: writing checks, addressing envelopes, mailing letters. Get some time back each month with Capital One® balance transfers. Consolidate your bills and higher-interest payments, maybe even save some money, and then spend your time relaxing, shopping or watching the game—instead of writing a lot of checks.

Ready to transfer? See reverse to learn how.
Call 1-877-476-7939.

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$5,816.48	\$174.00	\$43.27	\$0.00	\$5,685.75	\$170.00	May. 10, 2007

Mar. 11, 2007— Apr. 10, 2007 Page 1 of 1

↑
PLEASE PAY AT LEAST THIS AMOUNT

Visa Platinum Account
 4862-3625-2409-7106
No Hassle REWARDS
 Your Account Information
 TOTAL CREDIT LINE \$6,000.00
 TOTAL AVAILABLE CREDIT \$314.25
 CREDIT LINE FOR CASH \$4,980.00
 AVAILABLE CREDIT FOR CASH \$314.25

Rewards Summary	
Previous available balance:	1,674
Earned this period: (reflects transactions posted during this billing cycle)	0
Available Balance	1,674
Payments, Credits & Adjustments	
1 22 MAR PAYMENT	\$174.00

Finance Charges (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$2,812.14	0.02438%	8.90%	\$21.25
Cash	\$0.00	0.05425%	19.80%	\$0.00
Special Trans	\$2,913.14	0.02438%	8.90%	\$22.02

ANNUAL PERCENTAGE RATE applied this period. 8.90%

At Your Service 1-800-955-7070
To call Customer Relations or to report a lost or stolen card:

Send payments to:
Capital One Bank fi P.O. Box 60024 fi City of Industry, CA 91716-0024

Send inquiries to:
Capital One fi P.O. Box 30285 fi Salt Lake City, UT 84130-0285

For more information on your Rewards:
Visit www.capitalone.com/pointsrewards
Call: 1-800-228-3001

6056 506 1 7 10 070410 PAGE 1 of 2 018C6056

PLEASE RETURN PORTION BELOW WITH PAYMENT

0 4862362524092106 10 5685750174000170005

Capital One | what's in your wallet?™

New Balance	Minimum Payment	Due Date
\$5,685.75	\$170.00	May. 10, 2007

PLEASE PAY AT LEAST THIS AMOUNT

Amount Enclosed

Capital One Bank
P.O. Box 60024
City of Industry, CA 91716-0024
%917160024244%

Account Number 4862-3625-2409-2106

Please print address or phone number changes below using blue or black ink.
Address

Home Phone Alternate Phone
E-mail address @

#9010194852405489# MAIL ID NUMBER
JESSICA L BROODER
4125 Loma Alta Drive
San Diego, CA 92115
%02115%

Please write your account number on your check or money order made payable to Capital One Bank and mail with this coupon in the enclosed envelope.

Transferring balances is easy. Here's how:

1. Grab copies of your other credit card or loan statements.
2. Then, grab your Capital One balance transfer checks. Write in the amount you'd like to transfer and mail them off.
3. Or, if you don't have checks, call us at 1-877-476-7939 and ask for a balance transfer. We'll walk you through the process step-by-step.
4. Be sure the total of your transfer requests doesn't exceed your available Capital One credit line.
5. Enjoy the time you'll save!

<p>1. How to Avoid a Finance Charge</p> <p>1.1 Grace Period: You will not be assessed a minimum grace period of 25 days without finance charges on new purchases, new balance transfers, new financial purchases and new other charges if you pay your total "New Balance" in accordance with the important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."</p> <p>1.2 Accruing Finance Charge: Transactions which are not subject to a grace period (see Important Notice charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the "New Balance" indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.</p> <p>1.3 Minimum Finance Charge: For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$2.50 will be assessed.</p> <p>1.4 Temporary Resuspension in Finance Charge: We reserve the right to not assess any or all finance charges for any given billing period.</p> <p>2. Average Daily Balance (Including New Purchases): Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g. cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to that day's balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each payment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits received in that day that are applied to that segment. This gives us the suspension daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero) or a special transfer, new transactions, which post to your purchase or special purchase segments, are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply</p>	<p>your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis or due to minimum finance charge assessment, there may be a variance between this calculation and the amount of finance charge actually assessed.</p> <p>3. Annual Percentage Rates (APR):</p> <p>a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.</p> <p>b. If the code P (Quarterly Prime), L (Quarterly LIBOR), C (Quarterly CD), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rate and corresponding ANNUAL PERCENTAGE RATES may vary quarterly or may increase or decrease based on the stated index, as found in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by the periodic statement ending in the months of January, April, July and October.</p> <p>c. If the code D (Monthly Prime), F (Monthly LIBOR), or G (Treasury LIBOR) appears on the front of your statement next to the periodic rate(s), the periodic rate and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated index, as found in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.</p> <p>4. Assessment of Late, Overlimit and Returned Payment Fees: Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notice to you, without waiving our right to assess the same or similar fees at a later time.</p> <p>5. Renewing Your Account: If a membership fee appears on the front of your statement, you have 30 days from the date the statement was mailed to you for making payment of the fee or to have such fee credited to you if you closed your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (including the membership fee) prior to the end of the thirty-day period.</p> <p>6. If You Close Your Account: You can request to close your account by calling our Customer Relations Department. You must destroy your credit cards and account access checks, cancel all automatic billing and equal using your account. After your request to close, if you continue to bill and/or do not cancel prior, authorized billing arrangements, we will consider them a change your authorization to keep your account open. Additionally, your account will not be closed until you pay all amounts you owe us including any transactions you have authorized, financial charges, over-the-limit, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for the late amount, whether they occur on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed.</p>	<p>7. Using Your Account: Your card or account cannot be used in connection with any Internet gambling transactions.</p> <p>8. Notice About Electronic Check Conversion: When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.</p> <p>BILLING RIGHTS SUMMARY (In Case of Errors or Questions about Your Bill): If you think your bill is wrong, or if you need more information on a transaction on bill, write to us on a separate sheet as soon as possible in the address for inquiries shown on the front of the statement. We must hear from you no later than 90 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount in question. E.g., Special Rule for Credit Card Purchases If you have a problem with the quality of property or service that you purchased with a credit card and you have had in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or service. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. If we don't or can't locate the merchant, or if we make you the adjustment for the property or services, all purchases are covered regardless of amount or location of purchase. Please remember to sign all correspondence.</p> <p>1. Does not apply to consumer non-credit card accounts. 2. Does not apply to business non-credit card accounts. Capital One supports information privacy protection, see our website at www.capitalone.com. Capital One is a federally regulated service mark of Capital One Financial Corporation. All rights reserved. © 2006 Capital One</p>
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TL-98

018C8656 - e - 12/21/06

Important Notifications you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope, and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other format be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

JESSICA L BROODER
4125 Loma Alta Drive
San Diego, CA 92115

Date _____
Use by May 31, 2007

12241
68-7270/2560
09150-01
200153

VOID
Pay to the order of JESSICA L BROODER \$ _____

Capital One® Richmond, VA Purchase Check Dollars
Memo _____ Cardholder Signature _____

/12241/ *256072701*7502524092106/

6056 508 1 7 10 070410 PAGE 2 of 2 01BC6056

Dear JESSICA L BROODER,

No matter what's on your to-do list this spring, these checks* are here to help.

They come with the same rate you enjoy on purchases, and you won't pay a transaction fee to use them. (Yes, even if you use them to get extra cash.) They also give you access to your Capital One® account—no matter what you need.

So now you really can replace your old carpet. Finish up that project you've been putting off. Or do some financial spring cleaning and transfer over those higher-rate balances.

And, of course, these no-transaction-fee checks also come with all of the protection you enjoy every day with your card. Like Zero Fraud Liability. If your checks are lost or stolen and used without your knowledge, you won't be held liable for fraudulent charges.

So don't miss your chance! Use these checks by May 31, 2007, to transfer balances or buy the things you want with no transaction fees.

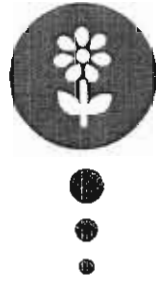
Enjoy!

P. Taylor Jamison,
Director of Accounts

PS. These checks make accessing your Capital One account a breeze. No matter where you are. And don't forget! You won't pay a transaction fee. Use them by May 31, 2007.

* Turn this over to find important information about using these checks--and for answers to common questions about Purchase Checks and transferring balances.

09150



...for your
spring
cleaning

NO TRANSACTION FEES

Your everyday
purchase rate

Access to your account
anywhere, anytime

JESSICA L BROODER
4125 Loma Alta Drive
San Diego, CA 92115

Date _____
Use by May 31, 2007

12242
68-7270/2560
09150-01
200153

VOID
Pay to the order of _____ \$ _____

Capital One® Richmond, VA Purchase Check Dollars
Memo _____ Cardholder Signature _____

/12242/ *256072701*7502524092106/

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE.

ENDORSE HERE

Got questions? We've got answers

Purchase Checks

- Q: What is the annual percentage rate (APR) for using my checks?
- A: The same as your APR when you make a purchase. It's easy to get some extra cash for this busy time of year. Just write one to yourself, and deposit it in your checking account.
- Q: Is there a transaction fee?
- A: Nope! There's no fee. (No kidding.)
- Q: What can I use my checks for?
- A: Use them wherever you'd use your personal checks—and get the same great rate and protection that comes with your Capital One card. Or, use them to save yourself some money! Transfer higher-interest loans and credit cards to your Capital One account (just not other Capital One accounts).
- Q: Are these checks hassle free?
- A: You bet! They're accepted wherever you'd normally use your personal checks. You can also use them at places that don't accept credit cards. Talk about convenient.

Balance Transfers

- Q: Why would I want to transfer balances?
- A: How does saving yourself some money sound? Transfer higher-rate balances to your Capital One card and you could save money in interest. Consolidating your debt also means you could make fewer monthly payments. So you save time, too.
- Q: What kinds of account balances can I transfer?
- A: Personal loans, student loans, auto loans, home equity loans and others, too. Basically, anything you've borrowed—except balances from other Capital One accounts.
- Q: How do I transfer balances from other accounts?
- A: It's easy! Send the enclosed check like you would a normal payment. (Just don't go over your available credit line.) Or call 1-877-476-7939 and we'll take care of the rest.
- Q: If I transfer balances, will my other accounts be closed?
- A: No, not unless you contact your other creditors and ask them to close them.

Purchase Checks:

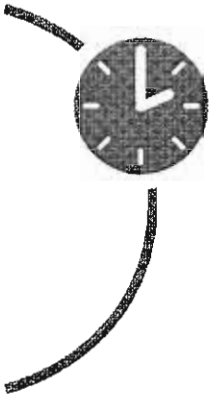
- (1) Will be treated as purchases according to the terms and amendments of your Customer Agreement.
- (2) May not qualify for reward programs.
- (3) Are subject to your credit availability on the day Capital One processes your check. Please be sure the total of your checks, transactions and fees does not exceed your available credit line.
- (4) May not be processed or may be processed at a higher default rate if your account is not current (i.e. restricted, past due or in collections) at the time a check is processed.
- (5) Will be returned unpaid and you may be assessed a Returned Check Fee if the credit is unavailable or your account is not current as stated.
- (6) Cannot be used as a payment on any Capital One account.
- (7) Cannot be used by authorized users. And authorized users cannot request transfers.
- (8) Qualify as using your account.
- (9) Cannot be cashed at a Capital One branch unless you have a deposit account with Capital One, N.A., which has sufficient funds to cover the amount of the check(s) in the event the check(s) is(are) returned unpaid.

All other terms and conditions for your account remain in full force and effect.

© 2007 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE.

ENDORSE HERE



Spread too thin?

Paying bills takes a lot of time: writing checks, addressing envelopes, mailing letters. Get some time back each month with Capital One® balance transfers. Consolidate your bills and higher-interest payments, maybe even save some money, and then spend your time relaxing, shopping or watching the game—instead of writing a lot of checks.

Ready to transfer? See reverse to learn how.
Call 1-877-476-7939.

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$5,685.75	\$170.00	\$40.99	\$0.00	\$5,556.74	\$166.00	Jun. 10, 2007

Apr. 11, 2007 — May. 10, 2007 Page 1 of 1

↑
PLEASE PRINT AT LEAST THIS AMOUNT

Visa Platinum Account
 4862-3625-2409-2106
No Hassle REWARDS
 Your Account Information
 TOTAL CREDIT LINE \$6,000.00
 TOTAL AVAILABLE CREDIT \$443.26
 CREDIT LINE FOR CASH \$4,980.00
 AVAILABLE CREDIT FOR CASH \$443.26

Rewards Summary	
Previous available balance	1,674
Earned this period (reflects transactions posted during this billing cycle)	0
Available Balance:	1,674
Payments, Credits & Adjustments	
1 23 APR PAYMENT	\$170.00

Finance Charges (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$2,689.14	0.02438%	8.90%	\$19.67
Cash	\$0.00	0.05425%	19.80%	\$0.00
Special Trans	\$2,914.53	0.02438%	8.90%	\$21.32
ANNUAL PERCENTAGE RATE applied this period:				8.90%

- At Your Service 1-800-955-7070
To call Customer Relations or to report a lost or stolen card
- Send payments to:
Capital One Bank c/o P.O. Box 60024 c/o City of Industry, CA 91716-0024
- Send inquiries to
Capital One c/o P.O. Box 30285 c/o Salt Lake City, UT 84130-0285
- For more information on your Rewards.
Visit www.capitalone.com/pointsrewards
Call: 1-800-228-3001

6056 506 1 7 10 070510 PAGE 1 of 2 01BC6056

PLEASE RETURN PORTION BELOW WITH PAYMENT

0 4862362524092106 10 5556740170000166002

Capital One | what's in your wallet?

New Balance Minimum Payment Due Date

\$5,556.74	\$166.00	Jun. 10, 2007
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PLEASE PAY AT LEAST THIS AMOUNT

Amount Enclosed

Capital One Bank
P.O. Box 60024 City of Industry, CA 91716-0024
7917160024244%

Account Number 4862-3625-2409-2106

Please print address or phone number changes below using blue or black ink.
Address _____

Home Phone _____ **Alternate Phone** _____
E-mail address _____ @ _____

#9013194852405486# MAIL ID NUMBER
JESSICA L BROODER
4125 Loma Alta Drive
San Diego, CA 92115
792115%

Please write your account number on your check or money order made payable to Capital One Bank and mail with this coupon in the enclosed envelope.

Transferring balances is easy. Here's how:

1. Grab copies of your other credit card or loan statements.
2. Then, grab your Capital One balance transfer checks. Write in the amount you'd like to transfer and mail them off.
3. Or, if you don't have checks, call us at 1-877-476-7939 and ask for a balance transfer. We'll walk you through the process step-by-step.
4. Be sure the total of your transfer requests doesn't exceed your available Capital One credit line.
5. Enjoy the time you'll save!

<p>1 How to Avoid a Finance Charge</p> <p>1 a Grace Period. You will have a maximum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases, and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on over advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."</p> <p>b Accounting Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your account as 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date that did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.</p> <p>1 c Minimum Finance Charge. For every billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed.</p> <p>1 d Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.</p> <p>2 Average Daily Balance (Including New Purchases). Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g. cash advances, purchases, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new purchases and any periodic finance charge credited on the previous day's billing for that segment. We then deduct any payments or credits applied on that day that are allocated to that segment. This gives us the segment's daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was less or a similar amount), new transactions, which pertain to your purchase or special purchase segments, are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply</p>	<p>your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis or due to minimum finance charge assessment, there may be a variance between this calculation and the amount of finance charge actually assessed.</p> <p>3. Annual Percentage Rate (APR)</p> <p>a The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.</p> <p>b If the code P (Quarterly Prime), L (Quarterly LIBOR), C (Quarterly CD), or B (Quarterly Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATE(s) may vary quarterly due to any increase or decrease based on the stated index, as found in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months of January, April, July and October.</p> <p>c If the code D (Monthly Prime), F (Monthly LIBOR), or G (Monthly LIBOR) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated index, as found in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.</p> <p>4. Assessment of Late, Overlimit and Returned Payment Fees. Unlike the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you, without waiving our right to assess the same or similar fees at a later date.</p> <p>5. Renewing Your Account. If a membership fee appears on the front of your statement, you have 30 days from the date the statement was mailed to you to avoid paying the fee or to have your fee credited to you. If you do not pay your account without having to pay the membership fee, to cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (including the membership fee) prior to the end of the 30 day period.</p> <p>6. If You Close Your Account. You are required to close your account by calling our Customer Relations Department. You must destroy your credit cards and account access checks, cancel all automatic billings and avoid using your account. After your request to close, if you continue to transact or do not cancel automatic billings arrangements, we will continue to report a charge your responsibility to keep your account open. Additionally, your account will not be closed until you pay all amounts you owe us including any transactions you have authorized, finance charges, past due fees, returned fees, returned payment fees, cash advances, fees, and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are months subsequent to your request to close the account. The only way to re-open a request on your account after you have requested the account to be closed.</p>	<p>7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.</p> <p>8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us with the information from your check to make a one-time electronic fund transfer from your bank account to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, there may be a delay in when your bank account is debited as the parties we receive your payment, and you will not receive your check back from your financial institution.</p> <p>BILLING RIGHTS SUMMARY (In Case of Errors or Questions about Your Bill)</p> <p>If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 90 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error, or if you need more information a description of the items you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount in question.</p> <p>T. T. Special Rule for Credit Card Purchases</p> <p>If you have a problem with the quality of a product or service that you purchased with a credit card and you have tried in good faith to resolve the problem with the merchant, you may have the right not to pay the remaining amount due on the property or service. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If an owner or operator of the merchant, or an employee, made the advancement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.</p> <p>1. Does not apply to consumer non-credit card accounts. 2. Does not apply to business, non-credit card accounts.</p> <p>Capital One supports information privacy protection; see our website at www.capitalone.com.</p> <p>Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2006 Capital One.</p>
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TC-08

01826056 - 6 - 12/21/06

Important Notices you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other format not credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

JESSICA L BROODER
4125 Loma Alta Drive
San Diego, CA 92115

Date _____
Use by June 30, 2007

300164
12243
68 7270/2560
09243-01

Pay to the
order of JESSICA L BROODER

VOID

\$

Dollars

Capital One
Richmond, VA

Purchase Check

Memo

Cardholder
Signature

/12243/ *256072701*7502524092106/

6056

506

1 7 10 070510

PAGE 2 of 2

018C6056

Just write a Capital One® Purchase Check!

One simple solution for the
things you want to do...



Remodel your home

Pay tuition

Book flights
and hotels

Pay some bills

Get cash for things you
want and need

Want to transfer a balance to your
Capital One account now?
Call 1-877-476-7939

Dear JESSICA L BROODER,

You have things to do. And now you have an easy, convenient financial tool to help you get them done—Capital One Purchase Checks.* Better yet, checks give you access to your existing Capital One account, and they come with the same rate you pay for purchases made with your credit card. Plus, there's no transaction fee!

Write one today.

Carry these checks with you. Purchase Checks can be used anywhere you can use a personal check. They're especially handy when credit cards aren't accepted.

Use these checks with confidence.

Whether you use them for cash or purchases, you won't pay a transaction fee when you use a Capital One Purchase Check. Just be sure the total of all your checks and transactions doesn't exceed your available credit.

Save time and money.

Use your Purchase Checks to transfer higher-interest-rate credit cards and loans. That way you could have fewer bills to pay each month. Plus, you could pay less interest.

You've got things to do...get them done with these Purchase Checks!

Thank you for your time,

P. Taylor Jamison
Director of Accounts



P.S. You can use Purchase Checks just about anywhere! Please remember to use them by June 30, 2007.

*Please see the reverse for important information about using these checks.

09243

JESSICA L BROODER
4125 Loma Alta Drive
San Diego, CA 92115

Date _____
Use by June 30, 2007

700164
12244
68-7270/2560
09243-01

Pay to the
order of

VOID

\$

Dollars

Capital One
Richmond, VA

Purchase Check

Memo

Cardholder
Signature

/12244/ *256072701*7502524092106/

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

ENDORSE HERE

Got questions? We've got answers

Purchase Checks

- Q: What is the annual percentage rate (APR) for using my checks?
- A: The same as your APR when you make a purchase. It's easy to get some extra cash for this busy time of year. Just write one to yourself, and deposit it in your checking account.
- Q: Is there a transaction fee?
- A: Nope! There's no fee. (No kidding.)
- Q: What can I use my checks for?
- A: Use them wherever you'd use your personal checks—and get the same great rate and protection that comes with your Capital One card. Or, use them to save yourself some money! Transfer higher-interest loans and credit cards to your Capital One account (just not other Capital One accounts).
- Q: Are these checks hassle free?
- A: You bet! They're accepted wherever you'd normally use your personal checks. You can also use them at places that don't accept credit cards. Talk about convenient.

Balance Transfers

- Q: Why would I want to transfer balances?
- A: How does saving yourself some money sound? Transfer higher-rate balances to your Capital One card and you could save money in interest. Consolidating your debt also means you could make fewer monthly payments. So you save time, too.
- Q: What kinds of account balances can I transfer?
- A: Personal loans, student loans, auto loans, home equity loans and others, too. Basically, anything you've borrowed—except balances from other Capital One accounts.
- Q: How do I transfer balances from other accounts?
- A: It's easy! Send the enclosed check like you would a normal payment. (Just don't go over your available credit line.) Or call 1-877-476-7939 and we'll take care of the rest.
- Q: If I transfer balances, will my other accounts be closed?
- A: No, not unless you contact your other creditors and ask them to close them.

Purchase Checks:

- (1) Will be treated as purchases according to the terms and amendments of your Customer Agreement.
- (2) May not qualify for reward programs.
- (3) Are subject to your credit availability on the day Capital One processes your check. Please be sure the total of your checks, transactions and fees does not exceed your available credit line.
- (4) May not be processed or may be processed at a higher default rate if your account is not current (i.e. restricted, past due or in collections) at the time a check is processed.
- (5) Will be returned unpaid and you may be assessed a Returned Check Fee if the credit is unavailable or your account is not current as stated.
- (6) Cannot be used as a payment on any Capital One account.
- (7) Cannot be used by authorized users. And authorized users cannot request transfers.
- (8) Qualify as using your account.
- (9) Cannot be cashed at a Capital One branch unless you have a deposit account with Capital One, N.A., which has sufficient funds to cover the amount of the check(s) in the event the check(s) is(are) returned unpaid.

All other terms and conditions for your account remain in full force and effect.

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ENDORSE HERE



ATTORNEYS AND COUNSELORS AT LAW
A PARTNERSHIP OF PROFESSIONAL CORPORATIONS

Suite 200
530 Natchez Street
New Orleans, Louisiana 70130
Telephone: 504.527.0960
Facsimile: 504.524.2823
mduran@oatshudson.com

January 31, 2011

Evan S. Day
Captain, U.S. Marine Corps
Joint Law Center
ATTN: Military Justice
Building 2244, Marine Corps Air Station Miramar
San Diego, CA 92145

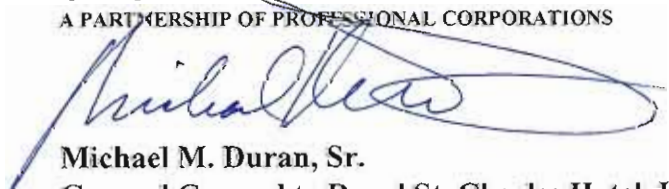
Re: United States v. Captain Douglas S. Wacker, USMC
Our File No. 73200-100

Dear Captain Day:

We have enclosed an Affidavit of Michelle Reuther for your use in the captioned matter.

Very truly yours,

OATS & HUDSON
A PARTNERSHIP OF PROFESSIONAL CORPORATIONS



Michael M. Duran, Sr.
General Counsel to Royal St. Charles Hotel, LLC

MMD/rlr
Enclosure

www.oatshudson.com

UNITED STATES

VERSUS

CAPTAIN DOUGLAS S. WACKER,
UNITED STATES MARINE CORPS

AFFIDAVIT

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared:

MICHELLE REUTHER

who, upon being duly sworn, did depose and say:

That she is of the age of majority and of sound mind;

That she is the Manager of the Royal St. Charles Hotel at 135 St. Charles Avenue,
New Orleans, Louisiana 70130;

That in her capacity as Manager of the hotel she received a subpoena duces tecum
dated August 12, 2010 in connection with the General Court-Martial of Captain
Douglas S. Wacker, USMC;

That she is the custodian of the Royal St. Charles Hotel's business records;

That after diligent and extensive search for all records requested by the subpoena
duces tecum, she was able to locate and identify only three (3) records within the
scope of the subpoena – one check-in/registration sheet for Douglas Wacker; one
imprint of a credit card in the name of Douglas S. Wacker and one final receipt
issued to Douglas Wacker;

That the three documents attached to this affidavit, marked as Attachments 1, 2, and
3, are true and correct copies of the originals of the above mentioned documents,
which are business records of the Royal St. Charles Hotel generated and maintained
in the regular course of the Royal St. Charles Hotel's business.

Further Affiant sayeth not.


MICHELLE REUTHER 000856



BY CHOICE HOTELS

Your Room Number is: 1006

Our telephone number is: (504) 587-3700

Our guest fax number is: (504) 587-3701

Check out time is: 11:00 AM

Our mailing address is: 135 ST. CHARLES AVE.
NEW ORLEANS, LA 70130 USA

Our E-Mail address is: gm.la145@choicehotels.com

Is Valet Service Required? YES or No (Circle One)
Vehicle Tag# _____ Vehicle Tag State _____
Vehicle Color: _____ Vehicle Make & Model: _____

If you do not find everything to your satisfaction or need additional assistance, please contact the front desk immediately. Our staff will be glad to assist you.

For reservations at this hotel please call 800-268-9749, or to make reservations at other Clarion Hotel hotels please call (800) 4-CHOICE.

U.S. v. Wacker. D.S.

1607 1532

20/1

000858

909158



BY CHOICE HOTELS

ROYAL ST. CHARLES HOTEL

135 ST. CHARLES AVE.
NEW ORLEANS, LA 70130 USA

Phone: (504) 587-3700
Fax: (504) 587-3701
gm.la145@choicehotels.com

Account: 150054
Date: 04/04/07
Page: 1 of 1
Room: 1008 RACK
Arrival Date: 04/04/07 03:06
Departure Date: 04/04/07 13:01
Frequent Traveler ID:

You were checked out by: LJ
You were checked in by: JAH

WACKER, DOUGLAS
19839 8TH AVE NW
SHORELINE, WA 98177 US

Post Date	Description	Comment	Amount
04/03/07	ROOM CHARGE	#1008 WACKER, DOUGLAS	75.00
04/03/07	RESORT FEE	RESORT FEE	9.95
04/03/07	ROOM SALES TAX	ROOM SALES TAX	9.75
04/03/07	OCCUPANCY TAX	OCCUPANCY TAX	1.00
04/04/07	MASTER CARD	MASTER CARD Acct: *****1532	-95.70
Balance Due:			0.00

If payment by credit card, I agree to pay the above total charge amount according to the card issuer agreement.

x _____



U.S. v. Wacker. D.S.



ROYAL ST. CHARLES HOTEL
135 ST. CHARLES AVE

Room: 1008
Arrival Date: 04/04/07

000859
Approval Number: 062518
Card Type: MC



USAA Federal Savings Bank
 10750 McDermott Freeway
 San Antonio, Texas 78288-0544

February 3, 2011

Joint Law Center
 Marine Corps Air Station Miramar
 Attention: Military Justice-Captain Day
 P. O. Box 452022
 San Diego, CA 92145-2022

Re: Request for Affidavit—Transactions on April 13, 2007 statement-Account #13810200


Dear Captain Day:

Duplicate copies of the USAA Federal Savings Bank MasterCard Authorization Report for the transactions listed below, along with a Business Records Affidavit, are enclosed. As explained in my September 30, 2010 letter, the reports indicate the authorization amount initially requested by the merchant, which may differ from the actual amount the merchant processes to post to the account.

<u>Amount</u>	<u>Merchant</u>	<u>Transaction Date</u>	<u>Time of Transaction</u>
\$15.00	Daiquiri Delight Shop	4/4/2007	3:38:15
\$56.00	Razoo	4/4/2007	2:27:45

Should you have additional questions, or if I can assist you further, please call me at (210) 282-8717.

Sincerely,


 Denise H. McDonald
 Custodian of Records Specialist
 USAA Federal Savings Bank

Enclosures

BUSINESS RECORDS AFFIDAVIT

STATE OF TEXAS *

COUNTY OF BEXAR *

BEFORE ME, the undersigned authority, personally appeared DENISE H. McDONALD, who, being by me duly sworn, deposed as follows:

My name is DENISE H. McDONALD. I am the custodian of records for USAA Federal Savings Bank ("USAA FSB"). I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated.

Attached hereto are records from USAA FSB. These records are kept by USAA FSB in the regular course of business and it was in the regular course of business of USAA FSB, and it was the regular course of business for an employee or representative of USAA FSB, with knowledge of the act, event, condition, opinion, or diagnosis recorded to make the report or record, or to transmit information thereof to be included in such report or record, and the records were made at or near the time or reasonably soon thereafter. The records attached hereto are exact duplicates of the originals.

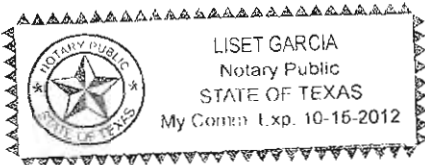
Denise H. McDonald
DENISE H. McDONALD

SWORN TO AND SUBSCRIBED before me on this the 3rd day of February, 2011.

Liset Garcia
Notary Public, State of Texas

Liset Garcia
Typed/Printed Name of Notary

My Commission Expires: 10-15-2012



B610-RP01

-PRC014

USAA FEDERAL SAVINGS BANK-FSB -314074269
MASTERCARD AUTHORIZATION REPORT FOR SAFE

SETDATE 04/04/07
RUNDATE 04/04/07
RUNTIME 19:38:48

D PAN	LOCAL DATE/TIME	RET REF NO	TRAN AMT	CARD ACCEP	AUTH RESP CODE	POS ENTRY MODE	POS CARD PRES	POS TERM APT	POS CARD TERM	CVC1 INV IND
-E DATA/COUNTRY 8050236071532	04/04/07 03:38:15	200101	14.40	70140	00	90	0	0	7	
quirt Delight Shop			New Orleans			USA				

B610-RP01

-PRC016

USAA FEDERAL SAVINGS BANK-FSB -314074269
MASTERCARD AUTHORIZATION REPORT FOR SAFE

SETDATE 04/04/07
RUNDATE 04/04/07
RUNTIME 19:38:48

D PAN	LOCAL DATE/TIME	REF REF NO	TRAN AMT	CARD ACCEP	AUTH RESP CODE	POS ENTRY MODE	POS CARD PRES	POS TERM APT	POS CARD TERM	CVCJ INV IND
8050236071532	04/04/07 02:27:45	209400036207	51.00	70130	00	90	0	0	7	
ZOO			NEW ORLEANS			USA				

Alcohol Extrapolation Report

Organization: FBI Laboratory
 Reference ID# Montgomery 20110207 A

Report Generated 2/7/2011

Subject Information

Name: Brooder	Weight (lb): 140
Age: 23	Height (in): 68
Gender: Female	

Drink Consumption Information

Time of Interest(24 hrs)	BAC	Range (+/-)
330	0.253	0.059

Elimination Range (g%hr-1)
 Low Range 0.010 High Range 0.025 **Avg. 0.018**

Individual Alcohol Drink Consumption

Volume (oz)	% (Alc/Vol)	Time (24hrs)
5	12	2000
5	12	2100
7.5	40	2200
1.0	40	2330
1.5	40	000
1.5	40	100

Volume Distribution

Widmark: **0.550**

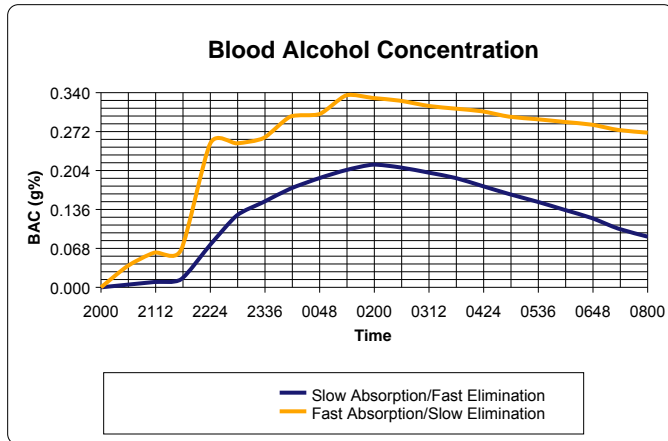
Peak Alcohol Concentration

Peak BAC: 0.269
 Range: 0.058
 Peak Time(24hr): 0200

BAC at Time of Interest: 0.253

Female Time (24 hr)	Widmark BAC (g%)	+/-
2000	0.000	+/- 0.000
2036	0.018	+/- 0.015
2112	0.033	+/- 0.027
2148	0.036	+/- 0.026
2224	0.161	+/- 0.088
2300	0.187	+/- 0.063
2336	0.204	+/- 0.055
0012	0.235	+/- 0.063
0048	0.244	+/- 0.055
0124	0.268	+/- 0.064
0200	0.269	+/- 0.058
0236	0.265	+/- 0.057
0312	0.258	+/- 0.058
0348	0.249	+/- 0.061
0424	0.239	+/- 0.064
0500	0.229	+/- 0.068
0536	0.219	+/- 0.072
0612	0.209	+/- 0.077
0648	0.198	+/- 0.081
0724	0.188	+/- 0.086
0800	0.177	+/- 0.090

Extrapolation Information



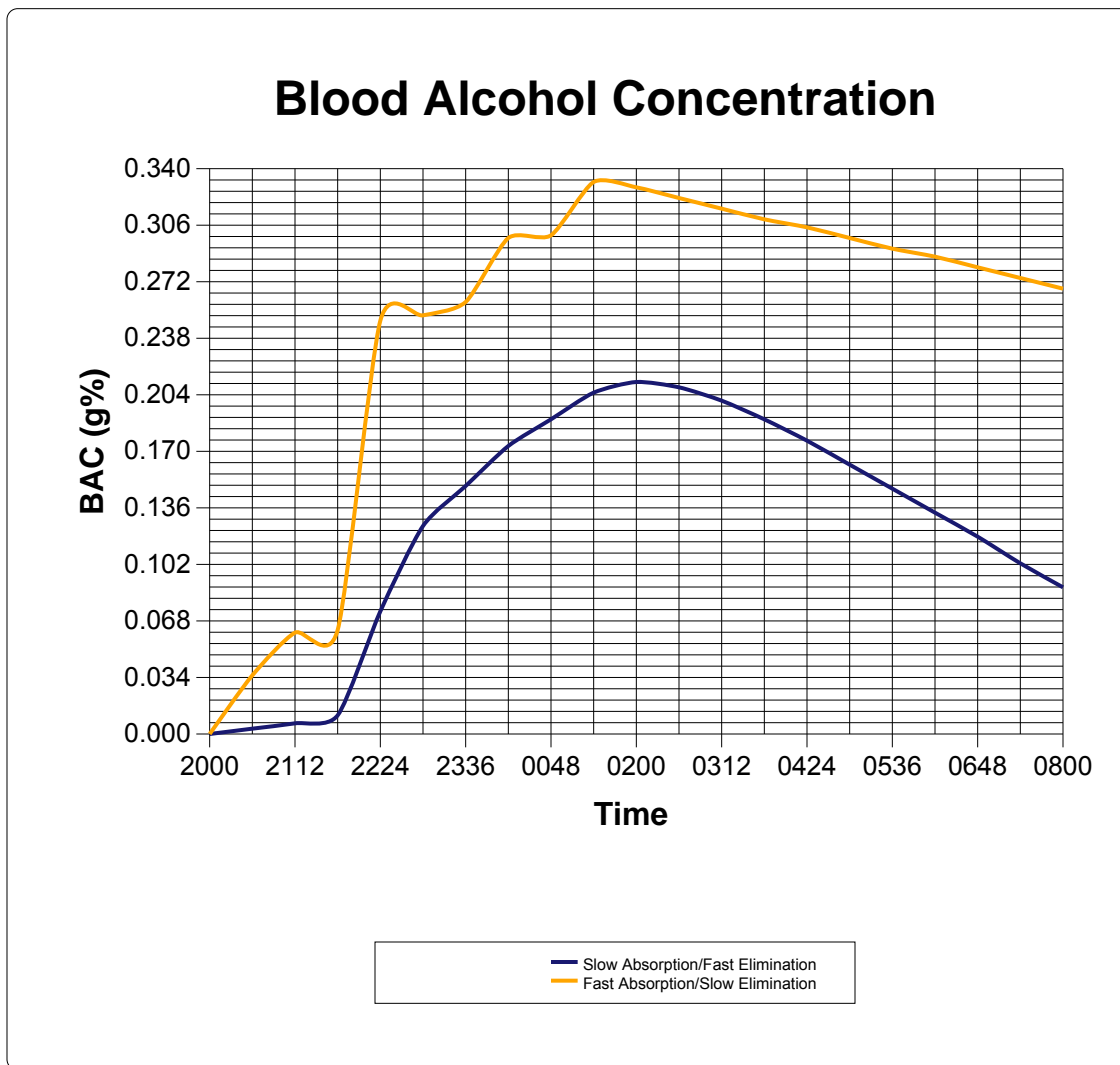
Absorption Rate Constant "k" (Uemura et al 2005)

Drink #	K	Drink #	K
1	1.0 - 8.0	6	1.0 - 8.0
2	1.0 - 8.0		
3	1.0 - 8.0		
4	1.0 - 8.0		
5	1.0 - 8.0		

Alcohol Extrapolation Report

Organization: FBI Laboratory
Reference ID# Montgomery 20110207 A

Report Generated 2/7/2011



The above results represent estimations of blood alcohol concentration using empirically derived, peer reviewed, published formulae. The accuracy of these estimations is contingent upon the information provided.

End of Alcohol Extrapolation Report

Page 2 of 2

Alcohol Extrapolation Report

Organization: FBI Laboratory
Reference ID# Montgomery 20110207 B

Report Generated 2/7/2011

Subject Information

Name: Brooder	Weight (lb): 140
Age: 23	Height (in): 68
Gender: Female	

Drink Consumption Information

Time of Interest(24 hrs)	BAC	Range (+/-)
330	0.275	0.064

Elimination Range (g%hr-1)
 Low Range 0.010 High Range 0.025 **Avg. 0.018**

Individual Alcohol Drink Consumption

Volume (oz)	% (Alc/Vol)	Time (24hrs)
5	12	2000
5	12	2100
7.5	40	2200
1.0	40	2330
1.5	40	000
1.5	40	100
1.0	40	230

Volume Distribution

Widmark: **0.550**

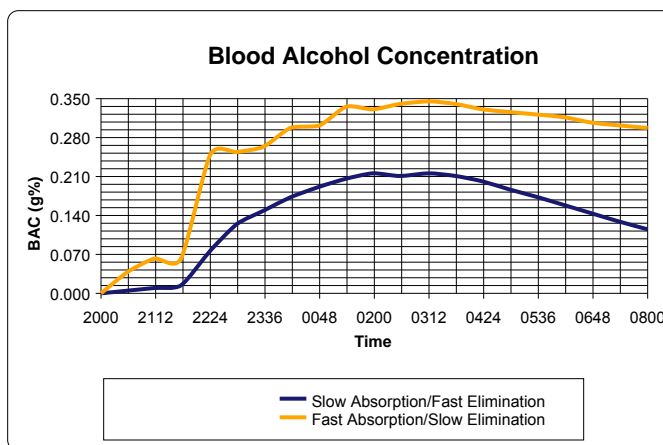
Peak Alcohol Concentration

Peak BAC: 0.278
 Range: 0.065
 Peak Time(24hr): 0312

BAC at Time of Interest: 0.275

Female Time (24 hr)	Widmark BAC (g%)	+/-
2000	0.000	+/- 0.000
2036	0.018	+/- 0.015
2112	0.033	+/- 0.027
2148	0.036	+/- 0.026
2224	0.161	+/- 0.088
2300	0.187	+/- 0.063
2336	0.204	+/- 0.055
0012	0.235	+/- 0.063
0048	0.244	+/- 0.055
0124	0.268	+/- 0.064
0200	0.269	+/- 0.058
0236	0.273	+/- 0.063
0312	0.278	+/- 0.065
0348	0.272	+/- 0.064
0424	0.264	+/- 0.066
0500	0.255	+/- 0.069
0536	0.245	+/- 0.073
0612	0.235	+/- 0.077
0648	0.225	+/- 0.081
0724	0.215	+/- 0.086
0800	0.204	+/- 0.090

Extrapolation Information



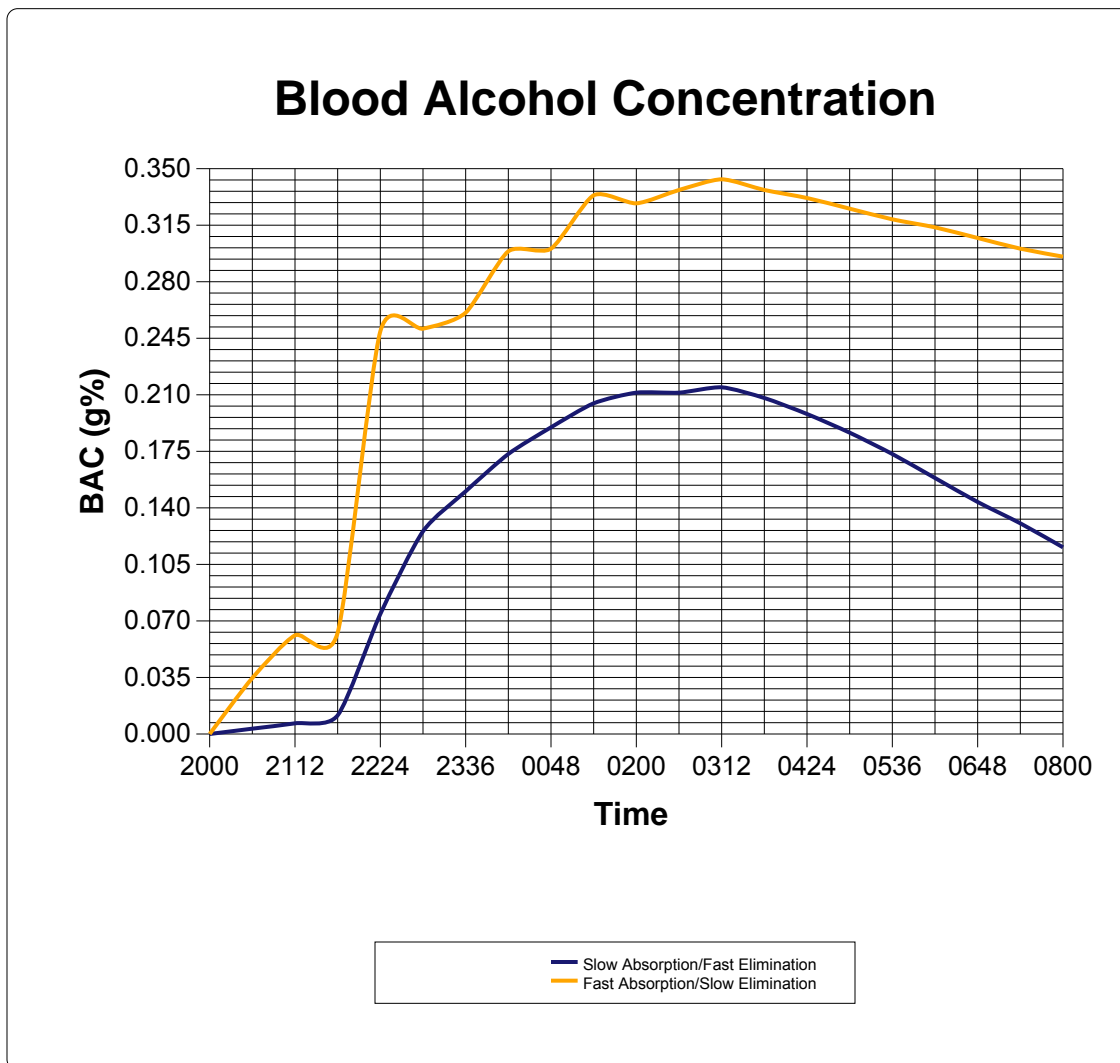
Absorption Rate Constant "k" (Uemura et al 2005)

Drink #	K	Drink #	K
1	1.0 - 8.0	6	1.0 - 8.0
2	1.0 - 8.0	7	1.0 - 8.0
3	1.0 - 8.0		
4	1.0 - 8.0		
5	1.0 - 8.0		

Alcohol Extrapolation Report

Organization: FBI Laboratory
Reference ID#: Montgomery 20110207 B

Report Generated 2/7/2011



The above results represent estimations of blood alcohol concentration using empirically derived, peer reviewed, published formulae. The accuracy of these estimations is contingent upon the information provided.

End of Alcohol Extrapolation Report

Page 2 of 2

Alcohol Extrapolation Report

Organization: FBI Laboratory
 Reference ID#: Montgomery 20110207 C

Report Generated 2/7/2011

Subject Information

Name: Brooder	Weight (lb): 140
Age: 23	Height (in): 68
Gender: Female	

Drink Consumption Information

Time of Interest(24 hrs)	BAC	Range (+/-)
330	0.208	0.064

Elimination Range (g%hr-1)
 Low Range 0.010 High Range 0.025 **Avg. 0.018**

Individual Alcohol Drink Consumption

Volume (oz)	% (Alc/Vol)	Time (24hrs)
5	12	2000
5	12	2100
5.0	40	2200
1.0	40	2330
1.5	40	000
1.5	40	100
1.0	40	230

Volume Distribution

Widmark: **0.550**

Peak Alcohol Concentration

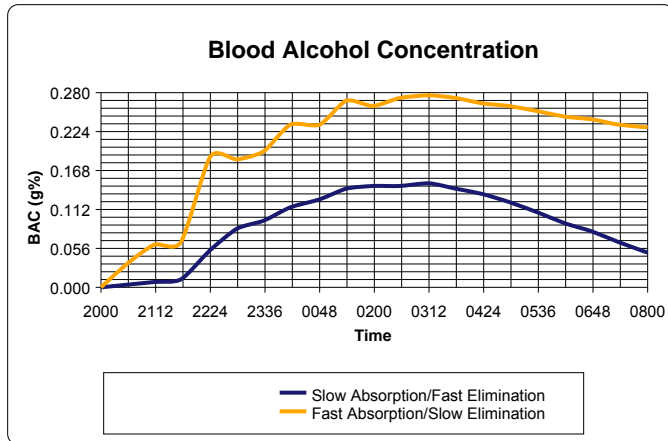
Peak BAC: 0.211
 Range: 0.064
 Peak Time(24hr): 0312

BAC at Time of Interest: 0.208

Female Widmark
Time (24 hr) BAC (g%)

2000	0.000	+/- 0.000
2036	0.018	+/- 0.015
2112	0.033	+/- 0.027
2148	0.036	+/- 0.026
2224	0.118	+/- 0.067
2300	0.133	+/- 0.051
2336	0.144	+/- 0.049
0012	0.171	+/- 0.059
0048	0.179	+/- 0.053
0124	0.202	+/- 0.063
0200	0.203	+/- 0.058
0236	0.207	+/- 0.062
0312	0.211	+/- 0.064
0348	0.205	+/- 0.064
0424	0.197	+/- 0.066
0500	0.188	+/- 0.069
0536	0.178	+/- 0.073
0612	0.168	+/- 0.077
0648	0.158	+/- 0.081
0724	0.148	+/- 0.086
0800	0.137	+/- 0.090

Extrapolation Information



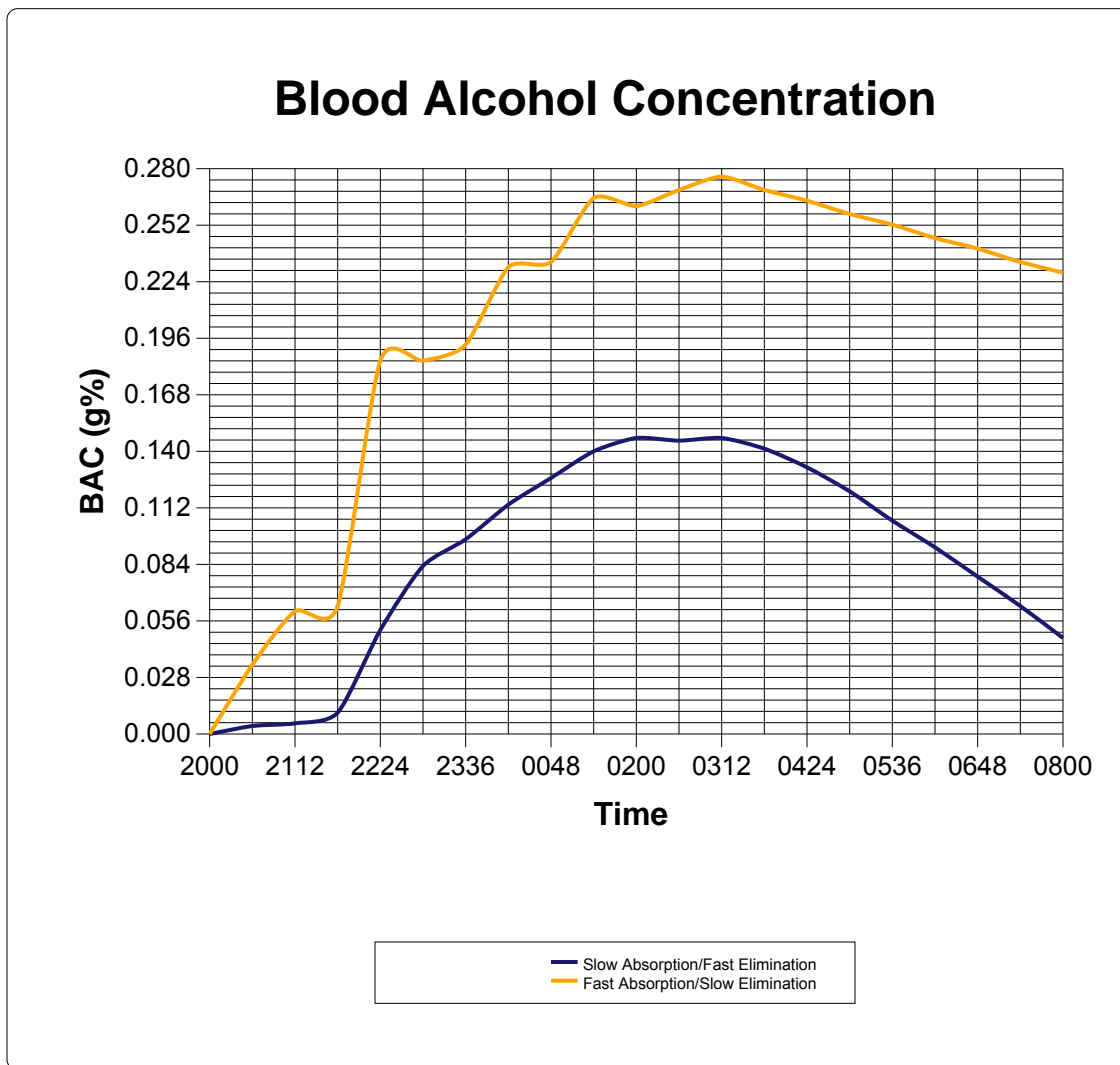
Absorption Rate Constant "k" (Uemura et al 2005)

Drink #	K	Drink #	K
1	1.0 - 8.0	6	1.0 - 8.0
2	1.0 - 8.0	7	1.0 - 8.0
3	1.0 - 8.0		
4	1.0 - 8.0		
5	1.0 - 8.0		

Alcohol Extrapolation Report

Organization: FBI Laboratory
Reference ID# Montgomery 20110207 C

Report Generated 2/7/2011



The above results represent estimations of blood alcohol concentration using empirically derived, peer reviewed, published formulae. The accuracy of these estimations is contingent upon the information provided.

End of Alcohol Extrapolation Report

Page 2 of 2

Alcohol Extrapolation Report

Organization: FBI Laboratory
Reference ID# Montgomery 20110207 D

Report Generated 2/7/2011

Subject Information

Name: Brooder	Weight (lb): 140
Age: 23	Height (in): 68
Gender: Female	

Drink Consumption Information

Time of Interest(24 hrs)	BAC	Range (+/-)
330	0.187	0.059

Elimination Range (g%hr-1)
 Low Range 0.010 High Range 0.025 **Avg. 0.018**

Individual Alcohol Drink Consumption

Volume (oz)	% (Alc/Vol)	Time (24hrs)
5	12	2000
5	12	2100
5.0	40	2200
1.0	40	2330
1.5	40	000
1.5	40	100
0	0	000

Volume Distribution

Widmark: **0.550**

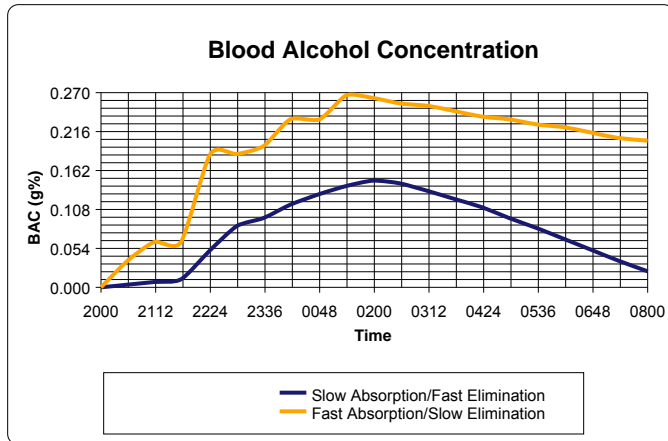
Peak Alcohol Concentration

Peak BAC: 0.203
 Range: 0.058
 Peak Time(24hr): 0200

BAC at Time of Interest: 0.187

Female Time (24 hr)	Widmark BAC (g%)	+/-
2000	0.000	+/- 0.000
2036	0.018	+/- 0.015
2112	0.033	+/- 0.027
2148	0.036	+/- 0.026
2224	0.118	+/- 0.067
2300	0.133	+/- 0.051
2336	0.144	+/- 0.049
0012	0.171	+/- 0.059
0048	0.179	+/- 0.053
0124	0.202	+/- 0.063
0200	0.203	+/- 0.058
0236	0.198	+/- 0.056
0312	0.191	+/- 0.058
0348	0.182	+/- 0.061
0424	0.173	+/- 0.064
0500	0.163	+/- 0.068
0536	0.152	+/- 0.072
0612	0.142	+/- 0.077
0648	0.132	+/- 0.081
0724	0.121	+/- 0.086
0800	0.111	+/- 0.090

Extrapolation Information



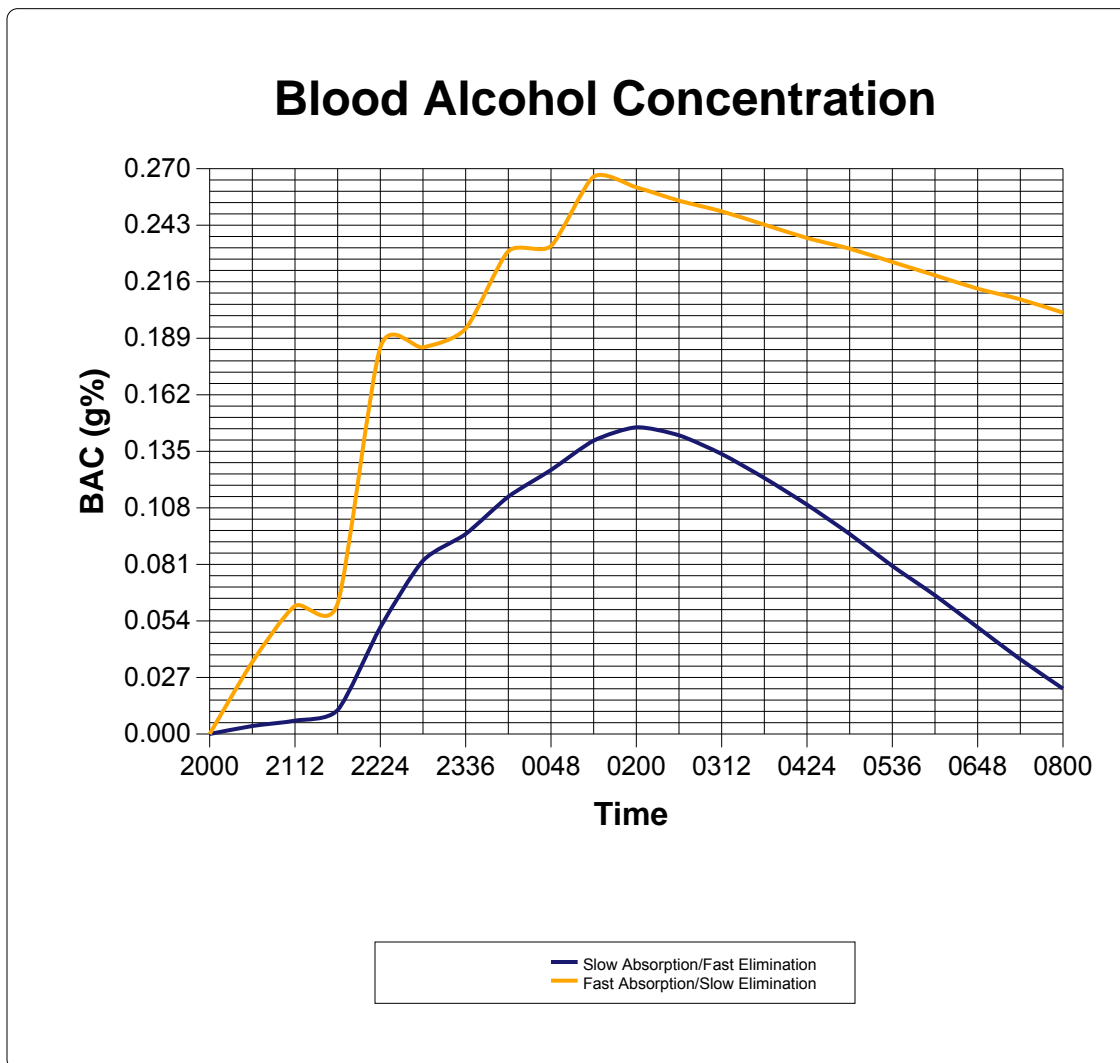
Absorption Rate Constant "k" (Uemura et al 2005)

Drink #	K	Drink #	K
1	1.0 - 8.0	6	1.0 - 8.0
2	1.0 - 8.0	7	1.0 - 8.0
3	1.0 - 8.0		
4	1.0 - 8.0		
5	1.0 - 8.0		

Alcohol Extrapolation Report

Organization: FBI Laboratory
Reference ID# Montgomery 20110207 D

Report Generated 2/7/2011



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End of Alcohol Extrapolation Report

Page 2 of 2

Alcohol Extrapolation Report

Organization: FBI Laboratory
Reference ID#: 20110208A

Report Generated 2/8/2011

Subject Information

Name: Brooder	Weight (lb): 140
Age: 23	Height (in): 68
Gender: Female	

Drink Consumption Information

Time of Interest(24 hrs)	BAC	Range (+/-)
0330	0.219	0.062

Elimination Range (g%hr-1)
 Low Range 0.010 High Range 0.025 **Avg. 0.018**

Individual Alcohol Drink Consumption

Volume (oz)	% (Alc/Vol)	Time (24hrs)
5	12	2000
5	12	2100
5.3	40	2300
1.5	40	030
1.5	40	100
2.0	40	100

Volume Distribution

Widmark: **0.550**

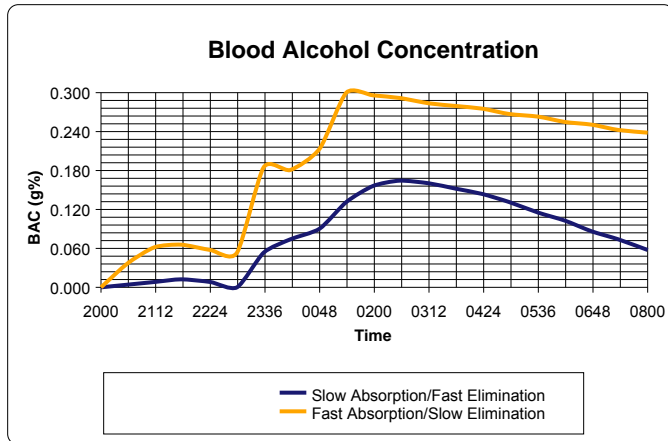
Peak Alcohol Concentration

Peak BAC: 0.226
Range: 0.063
Peak Time(24hr): 0236

BAC at Time of Interest: 0.219

Female Time (24 hr)	Widmark BAC (g%)	+/-
2000	0.000	+/- 0.000
2036	0.018	+/- 0.015
2112	0.033	+/- 0.027
2148	0.036	+/- 0.026
2224	0.031	+/- 0.025
2300	0.025	+/- 0.025
2336	0.117	+/- 0.067
0012	0.126	+/- 0.054
0048	0.149	+/- 0.061
0124	0.213	+/- 0.085
0200	0.225	+/- 0.070
0236	0.226	+/- 0.063
0312	0.222	+/- 0.062
0348	0.215	+/- 0.063
0424	0.206	+/- 0.065
0500	0.197	+/- 0.069
0536	0.187	+/- 0.073
0612	0.177	+/- 0.077
0648	0.166	+/- 0.081
0724	0.156	+/- 0.086
0800	0.145	+/- 0.090

Extrapolation Information



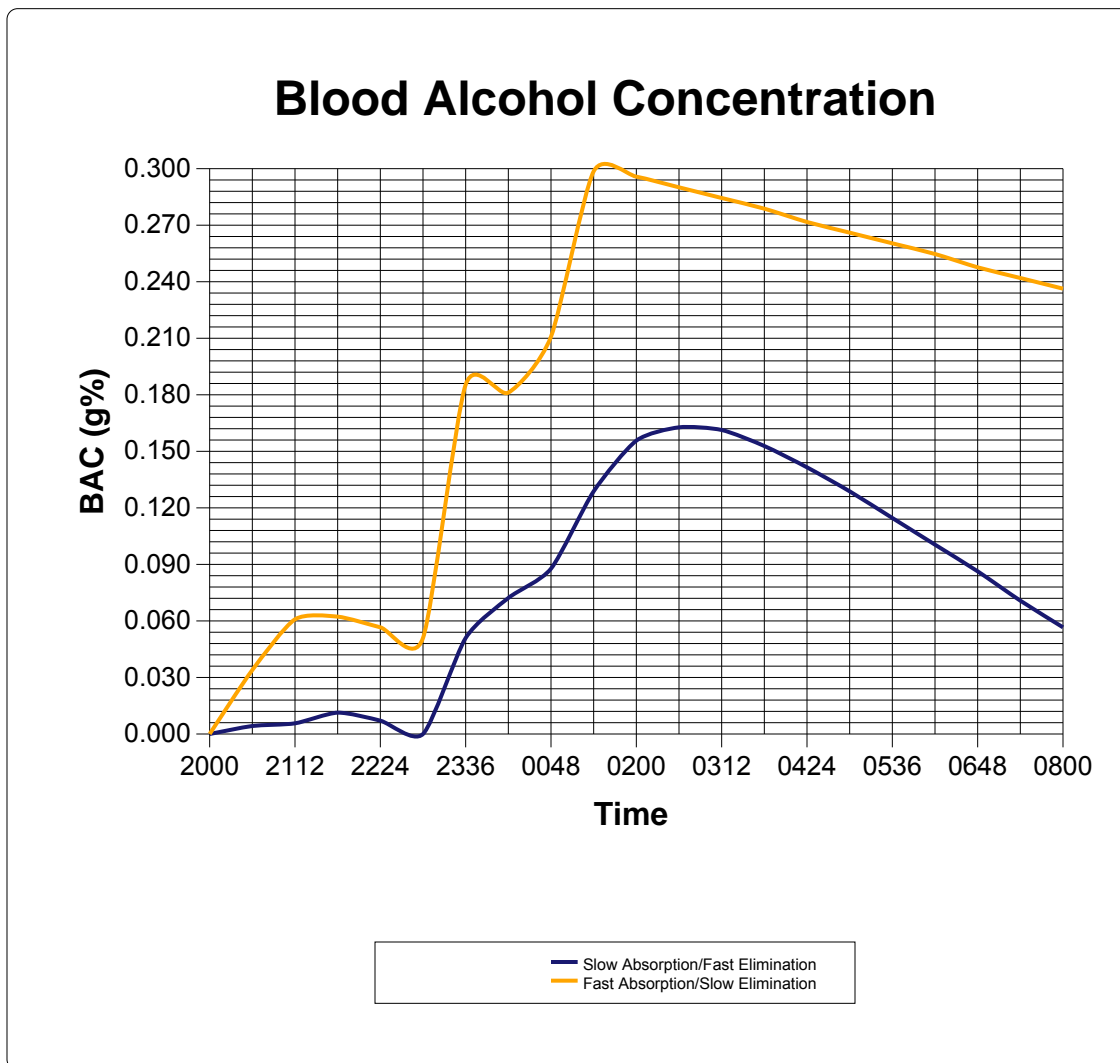
Absorption Rate Constant "k" (Uemura et al 2005)

Drink #	K	Drink #	K
1	1.0 - 8.0	6	1.0 - 8.0
2	1.0 - 8.0		
3	1.0 - 8.0		
4	1.0 - 8.0		
5	1.0 - 8.0		

Alcohol Extrapolation Report

Organization: FBI Laboratory
Reference ID#: 20110208A

Report Generated 2/8/2011



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End of Alcohol Extrapolation Report

Page 2 of 2

Alcohol Extrapolation Report

Organization: FBI Laboratory
Reference ID#: 20110208B

Report Generated 2/8/2011

Subject Information

Name: Brooder	Weight (lb): 140
Age: 23	Height (in): 68
Gender: Female	

Drink Consumption Information

Time of Interest(24 hrs)	BAC	Range (+/-)
0330	0.251	0.069

Elimination Range (g%hr-1)
 Low Range 0.010 High Range 0.025 Avg. 0.018

Individual Alcohol Drink Consumption

Volume (oz)	% (Alc/Vol)	Time (24hrs)
5	12	2000
5	12	2100
5.3	40	2300
1.5	40	030
1.5	40	100
2.0	40	100
1.5	40	230

Volume Distribution

Widmark: 0.550

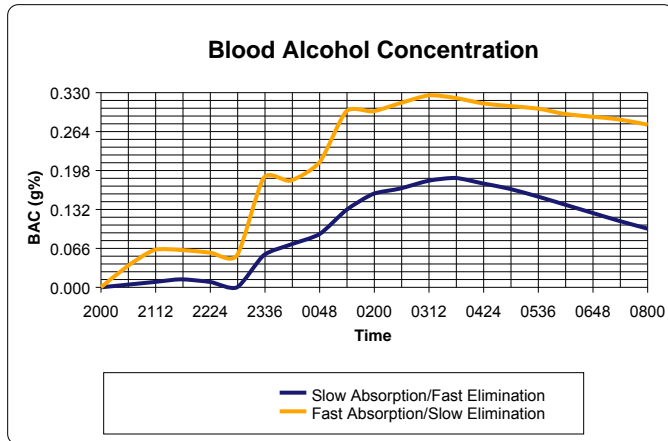
Peak Alcohol Concentration

Peak BAC: 0.252
Range: 0.072
Peak Time(24hr): 0312

BAC at Time of Interest: 0.251

Female Time (24 hr)	Widmark BAC (g%)	+/-
2000	0.000	+/- 0.000
2036	0.018	+/- 0.015
2112	0.033	+/- 0.027
2148	0.036	+/- 0.026
2224	0.031	+/- 0.025
2300	0.025	+/- 0.025
2336	0.117	+/- 0.067
0012	0.126	+/- 0.054
0048	0.149	+/- 0.061
0124	0.213	+/- 0.085
0200	0.225	+/- 0.070
0236	0.239	+/- 0.073
0312	0.252	+/- 0.072
0348	0.249	+/- 0.068
0424	0.243	+/- 0.068
0500	0.235	+/- 0.070
0536	0.226	+/- 0.074
0612	0.216	+/- 0.077
0648	0.206	+/- 0.081
0724	0.196	+/- 0.086
0800	0.185	+/- 0.090

Extrapolation Information



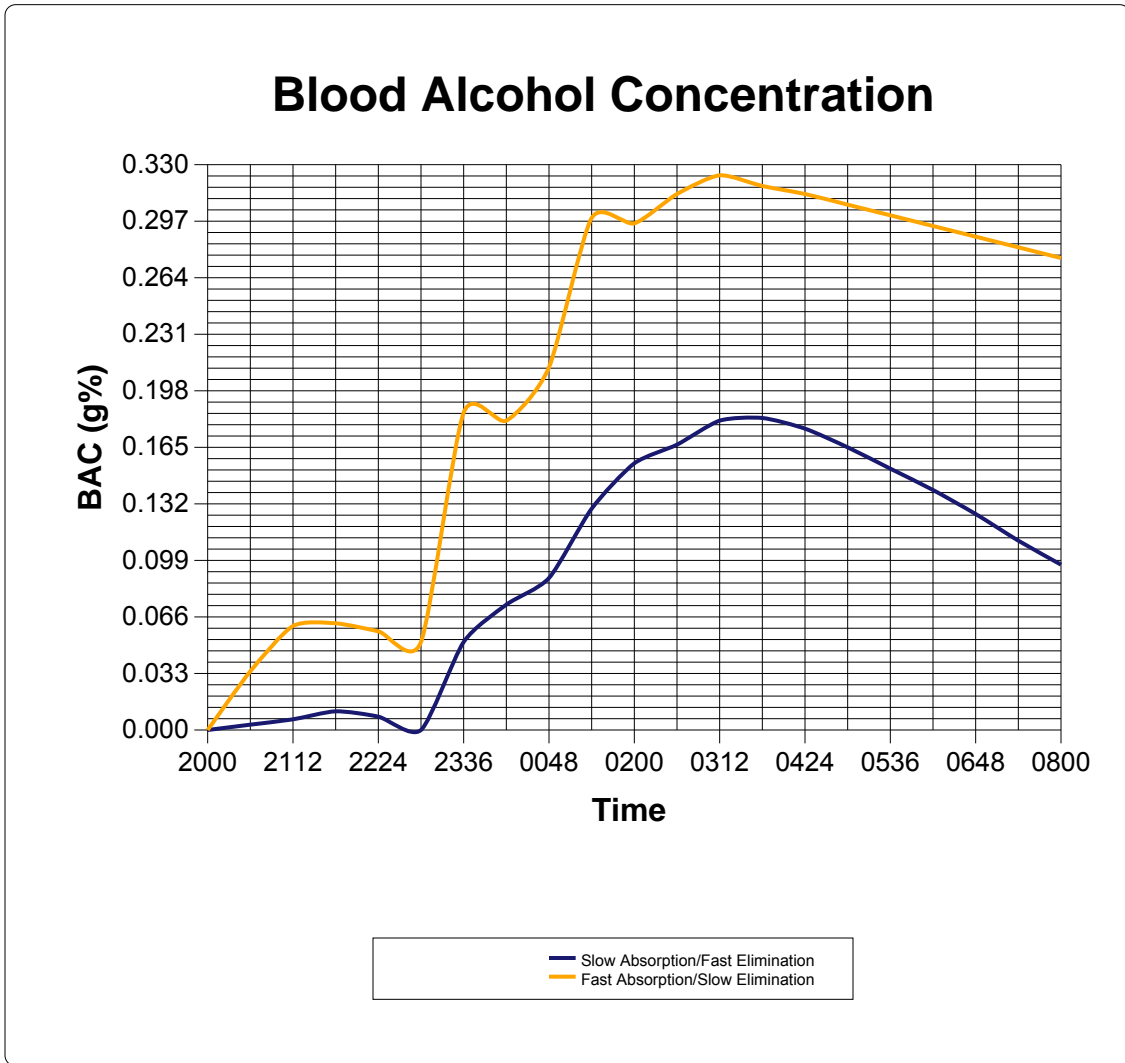
Absorption Rate Constant "k" (Uemura et al 2005)

Drink #	K	Drink #	K
1	1.0 - 8.0	6	1.0 - 8.0
2	1.0 - 8.0	7	1.0 - 8.0
3	1.0 - 8.0		
4	1.0 - 8.0		
5	1.0 - 8.0		

Alcohol Extrapolation Report

Organization: FBI Laboratory
Reference ID#: 20110208B

Report Generated 2/8/2011



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End of Alcohol Extrapolation Report

Page 2 of 2

Alcohol Extrapolation Report

Organization: FBI Laboratory
Reference ID#: 20110208C

Report Generated 2/8/2011

Subject Information

Name: Easley	Weight (lb): 138
Age: 23	Height (in): 69.5
Gender: Female	

Drink Consumption Information

Time of Interest(24 hrs)	BAC	Range (+/-)
0330	0.193	0.065

Elimination Range (g%hr-1)
 Low Range 0.010 High Range 0.025 **Avg. 0.018**

Individual Alcohol Drink Consumption

Volume (oz)	% (Alc/Vol)	Time (24hrs)
5	12	2000
5	12	2100
4.5	40	2300
1.5	40	2330
1.0	40	2330
.8	40	000
1.5	40	230

Volume Distribution

Widmark: **0.550**

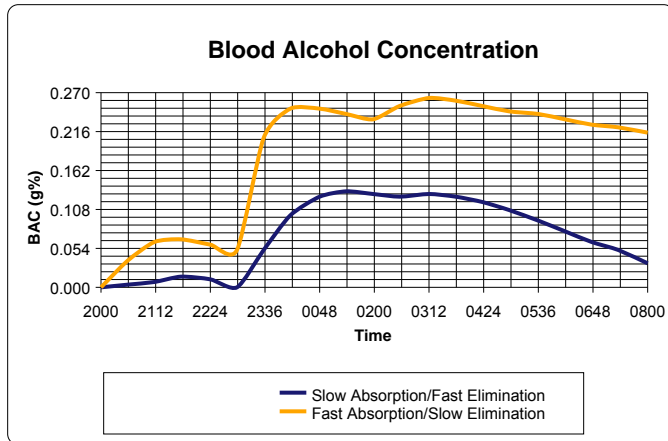
Peak Alcohol Concentration

Peak BAC: 0.195
Range: 0.066
Peak Time(24hr): 0312

BAC at Time of Interest: 0.193

Female Time (24 hr)	Widmark BAC (g%)	+/-
2000	0.000	+/- 0.000
2036	0.019	+/- 0.015
2112	0.033	+/- 0.028
2148	0.037	+/- 0.026
2224	0.032	+/- 0.025
2300	0.026	+/- 0.026
2336	0.126	+/- 0.077
0012	0.172	+/- 0.074
0048	0.184	+/- 0.061
0124	0.185	+/- 0.054
0200	0.180	+/- 0.052
0236	0.186	+/- 0.063
0312	0.195	+/- 0.066
0348	0.190	+/- 0.065
0424	0.183	+/- 0.067
0500	0.174	+/- 0.070
0536	0.164	+/- 0.073
0612	0.154	+/- 0.077
0648	0.144	+/- 0.081
0724	0.134	+/- 0.086
0800	0.123	+/- 0.090

Extrapolation Information



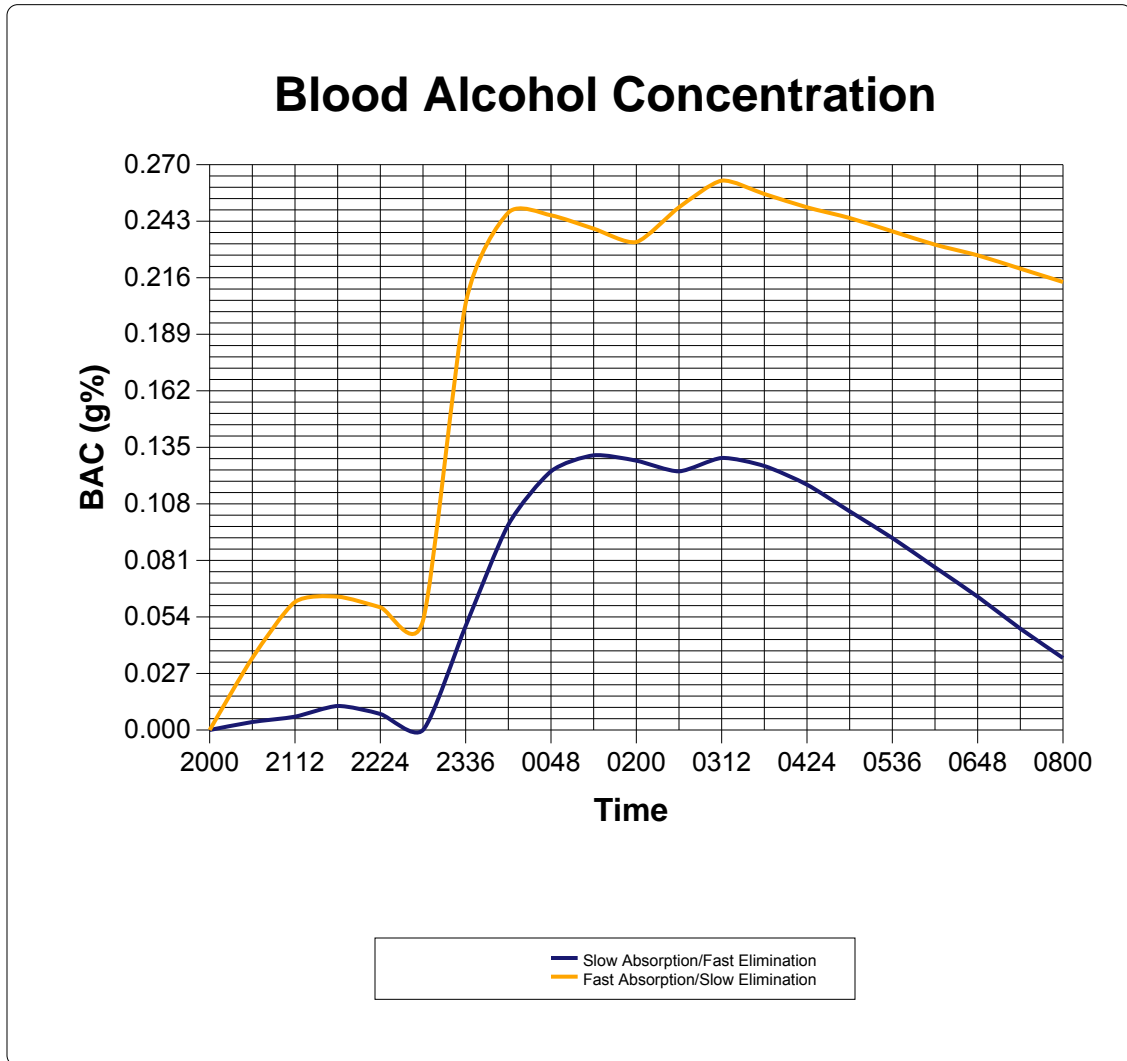
Absorption Rate Constant "k" (Uemura et al 2005)

Drink #	K	Drink #	K
1	1.0 - 8.0	6	1.0 - 8.0
2	1.0 - 8.0	7	1.0 - 8.0
3	1.0 - 8.0		
4	1.0 - 8.0		
5	1.0 - 8.0		

Alcohol Extrapolation Report

Organization: FBI Laboratory
Reference ID#: 20110208C

Report Generated 2/8/2011



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End of Alcohol Extrapolation Report

Page 2 of 2

Madeline A. Montgomery

Federal Bureau of Investigation
Chemistry Unit, Room 4220
2501 Investigation Parkway
Quantico, VA 22135 USA
Madeline.Montgomery@ic.fbi.gov

PROFESSIONAL EXPERIENCE

Aug 2006 – present **Supervisory Forensic Chemist Examiner / Forensic Toxicologist**

FBI Laboratory
Federal Bureau of Investigation
Washington, DC
Quantico, VA

Duties include Forensic Chemist Examiner duties below. Additionally, responsible for managing the personnel assigned to the Toxicology Subunit of the Chemistry Unit of the FBI Laboratory. Review and issue new and revised standard operating procedures within the Subunit. Ensure that the Toxicology Subunit is operating within all applicable quality assurance and quality control guidelines. Advise field agents and local law enforcement personnel of feasibility of requested toxicological examinations and capabilities of the Toxicology Subunit.

Jan 2001 – Aug 2006 **Forensic Chemist Examiner / Forensic Toxicologist**

FBI Laboratory
Federal Bureau of Investigation
Washington, DC
Quantico, VA

Duties include examination of evidence submitted to the FBI Chemistry Unit in criminal investigations in the area of toxicology and chemical identification. Responsible for inventorying evidence, using chemical extraction principles to isolate drugs and poisons from biological samples and food matrices, analyzing prepared extracts using analytical instrumentation, interpreting results of analyses, and providing results and interpretations in the form of written reports and oral testimony.

May 1996 – Jan 2001 **Forensic Chemist**

FBI Laboratory
Federal Bureau of Investigation
Washington, DC

Duties included examination of evidence submitted to the FBI Chemistry Unit in criminal investigations. Areas of examination included toxicology, drug and drug residue cases, analysis of bank security dye residues, and identification of unknown chemicals.

EDUCATION

1998-2002 **George Washington University**

Washington, DC
Graduate Coursework in Forensic Science and Forensic Toxicology

1992-1996 **George Washington University**

Washington, DC
Bachelor of Science Degree in Chemistry

PROFESSIONAL TRAINING

- 1996 SYVA ETS Plus Training. Behring Diagnostics (San Jose, CA)
1997 Theories of Chromatography. FBI Academy (Quantico, VA)
1997 Forensic Toxicology Workshop. Forensic Toxicology Certification Board, Inc. (Gainesville, FL)
1997 Drug Chemist Seminar. Drug Enforcement Administration (Fairfax, VA)
1998 Working with your Rapid Trace. Zymark Corporation (Hopkinton, MA)
1999 GC-MSD Chemstation Data Analysis and Reporting. Hewlett Packard Corporation (Atlanta, GA)
1999 ToxiLab Training Class. Ansys Diagnostics Inc. (Baltimore, MD)
1999 Chemical Agent Awareness. Edgewood Chemical and Biological Forensic Analytical Center (Edgewood, MD)

1999 Xcalibur Training Course. Thermoquest Institute (Chicago, IL)
1999 HP Macro Programming. Hewlett Packard Corporation (Atlanta, GA)
1999 Pathology for Toxicologists. Annual Society of Forensic Toxicologists Meeting (San Juan, PR)
1999 Pharmacology Reviews: Selected New Drugs. Annual Society of Forensic Toxicologists Meeting (San Juan, PR)

1999 Investigation of Drug Facilitated Sexual Battery. Annual Society of Forensic Toxicologists Meeting (San Juan, PR)

1999 Inficon Hapsite Training. Inficon Corporation (Quantico, VA)
2000 Capillary Electrophoresis. Annual American Academy of Forensic Sciences Meeting (Reno, NV)
2000 Forensic Applications of LC/MS. Annual Society of Forensic Toxicologists Meeting (Milwaukee, WI)

2000 Benzodiazepines: Pharmacology and Analytical Challenges. Annual Society of Forensic Toxicologists Meeting (Milwaukee, WI)

2000 Forensic Toxicological Aspects of Chemical Terrorism. Annual Society of Forensic Toxicologists Meeting (Milwaukee, WI)

2001 The Agony of Ecstasy: Clinical, Pathological, and Toxicological Aspects of MDMA. Annual Society of Forensic Toxicologists Meeting (Seattle, WA)

2001 Evidence Response Team Training. FBI (Quantico, VA)
2001 LC/MSD Techniques and Software Operation. Agilent Technologies (Wilmington, DE)
2001 Hazardous Materials Operations. Hazardous Materials Response Unit, FBI (Leesburg, VA)
2003 Chemical Agents of Opportunity for Terrorism: Preparedness and Response. American College of Medical Technology (Atlanta, GA)

2003 Toxicology in the Emergency Room. Annual Society of Forensic Toxicologists Meeting (Portland, OR)

2005 SWGFACT Ricin Workshop. Centers for Disease Control and Prevention (Atlanta, GA)
2005 ISO/IEC 17025:2005 Training. ASCLD LAB (Quantico, VA)
2005 ASCLD/LAB International Assessor Training. ASCLD LAB (Quantico, VA)
2006 Analysis of Organophosphate Nerve Agent Metabolites in Urine by LC/MS/MS. Centers for Disease Control and Prevention (Atlanta, GA)

2006 Analysis of Ricinine by LC/MS/MS. Centers for Disease Control and Prevention (Atlanta, GA)
2006 Analysis of Nitrogen Mustard Metabolites by LC/MS/MS. Centers for Disease Control and Prevention (Atlanta, GA)

2007 Crime Laboratory Development Symposium. The Ohio State University (Columbus, OH)
2007 LC-MS in the 21st Century. Annual Society of Forensic Toxicologists Meeting (Durham, NC)
2008 Supervisor Development Institute. FBI Academy (Quantico, VA)
2008 Naturally Occurring Pharmacologically Active Substances Native to the Southwest. Annual Society of Forensic Toxicologists Annual Meeting (Phoenix, AZ)

2009 Agilent GC-MS Training. FBI Laboratory (Quantico, VA)
2009 LTQ XL Orbitrap Operations. FBI Laboratory (Quantico, VA)
2009 Crime Laboratory Development Symposium. University of Wisconsin (Madison, WI)
2009 Executive Development Institute. FBI Academy (Dumfries, VA)
2010 Crime Laboratory Development Symposium. PDRI and Clarkson University (Cincinnati, OH)

PRESENTATIONS

- 2000 *Differentiation of Psilocyn and Bufotenine by GC/MS(Cl)*. Annual American Academy of Forensic Sciences Meeting (Reno, NV)
- 2000 *Analysis of Biological Specimens for Opiates by Solvent Extraction and Derivatization with d6-Acetic Anhydride: Application to a Case of Morphine Poisoning*. Annual Society of Forensic Toxicologists Meeting (Milwaukee, WI)
- 2000 *Analysis of Biofluids for Flunitrazepam and Metabolites by Electrospray LC-MS*. Annual Eastern Analytical Symposium (Atlantic City, NJ)
- 2000 *Analysis of Biological Specimens for Gamma-Hydroxybutyrate Using Headspace GC-FID and GC-MS(EI) Techniques*. Annual Eastern Analytical Symposium (Atlantic City, NJ)
- 2001 *Benzodiazepines and Drug-Facilitated Sexual Assault*. Annual American Academy of Forensic Sciences Meeting (Seattle, WA)
- 2001 *Temazepam Analysis in Mother and Child*. Annual Society of Forensic Toxicologists Meeting (New Orleans, LA)
- 2001 *Drug-Facilitated Sexual Assault*. International Conference on Sexual Assault and Harassment on Campus (Kissimmee, FL)
- 2002 *Drug-Facilitated Sexual Assault*. Howard County Family and Sexual Violence Coordinating Council (Ellicott City, MD)
- 2002 *Drug-Facilitated Sexual Assault*. King County District Attorney's Office (Brooklyn, NY)
- 2002 *Drug-Facilitated Sexual Assault*. Northeast Colleges and Universities Security Association (Saratoga Springs, NY)
- 2002 *Drug-Facilitated Sexual Assault*. American Prosecutor's Research Institute (Salt Lake City, UT)
- 2002 *Yohimbine and 11-OH-Yohimbine Analysis by LC-MS and LC-MS-MS*. The International Association of Toxicologists Annual Meeting (Paris, France)
- 2002 *Drug-Facilitated Sexual Assault*. American Prosecutor's Research Institute (Knoxville, TN)
- 2003 *Drug-Facilitated Sexual Assault*. American Prosecutor's Research Institute (Plainfield, IN)
- 2003 *Post-Mortem Detection of Doxacurium And Its Breakdown Products By Liquid Chromatography Tandem Mass Spectrometry*. The International Association of Toxicologists Annual Meeting (Melbourne, Australia)
- 2005 *Drug-Facilitated Sexual Assault – The Drugs and the Challenges*. Nevada Coalition Against Sexual Assault (Reno, Nevada)
- 2005 *Drug-Facilitated Sexual Assault and Toxicology*. Department of Defense Sexual Assault Team Training (Bethesda, MD)
- 2005 *Drug-Facilitated Sexual Assault: Challenges and Solutions*. The National Center for Victims of Crime Annual Conference (Washington, DC)
- 2005 *Mivacurium and Metabolites from Biological Samples*. Annual Society of Forensic Toxicologists Meeting (Nashville, TN)
- 2005 *Advanced Topics in Drug-Facilitated Sexual Assault*. The Eighth Annual Sex Crimes Information Sharing Conference (Egg Harbor, NJ).
- 2005 *Chromatography Applications for Forensic Toxicology*. FBI Academy Chromatography School (Quantico, VA).
- 2006 *Preventing Drug-Facilitated Sexual Assault*. New York State Coalition Against Sexual Assault Conference (Buffalo, NY).
- 2006 *Drug-Facilitated Sexual Assault*. Colorado Association of Sex Crimes Investigators (Aspen, CO).
- 2006 *Drug-Facilitated Sexual Assault: When The Toxicology Report is the Smoking Gun*. Chemical Society of Washington (Washington, DC)
- 2006 *Fatality Due to 1,4-Butanediol Overdose*. Annual Society of Forensic Toxicologists Meeting (Austin, TX)
- 2007 *Finding the Needle in the Haystack: Improving the Toxicological Investigation of Drug-Facilitated Crimes – Benzodiazepines*. Annual American Academy of Forensic Sciences Meeting (San Antonio, TX)
- 2007 *Toxicological Investigation of Drug-Facilitated Crimes for Dummies...and Smarties too: Benzodiazepines*. Annual Society of Forensic Toxicologists Meeting (Durham, NC)
- 2007 *Insulin and Analogs by LC/MS*. Annual Society of Forensic Toxicologists Meeting (Durham, NC)

- 2008 *Drug-Facilitated Sexual Assault*. National Capitol Region Joint Sexual Assault Victim Advocate Council (Bolling Air Force Base)
- 2008 *Drug-Facilitated Sexual Assault: The Investigative Challenges and How to Overcome Them*. Wyoming Sexual Assault Summit (Lander, WY).
- 2008 *Drugs, Alcohol and Sexual Assault*. National Guard Substance Abuse Prevention and Sexual Assault Response and Prevention Annual Meeting (New Orleans, LA)
- 2008 *Identification of Alprazolam in a Suspected Drug-Facilitated Sexual Assault*. The Society of Hair Testing and International Association of Forensic Toxicologists Joint Meeting (Martinique, French West Indies)
- 2008 *Forensic Chemistry*. Lead America Conference (Washington, DC)
- 2009 *Drugs, Alcohol and Sexual Assault*. Wisconsin Coalition Against Sexual Assault's Training Institute (Wisconsin Dells, WI)
- 2009 *The American Legal System and the Expert Witness*. The International Association of Forensic Toxicologists Meeting (Geneva, Switzerland)
- 2009 *Identification of Ten Benzodiazepines and Ketamine in Hair Samples with Application to Drug-Facilitated Sexual Assault Investigations*. The International Association of Forensic Toxicologists Meeting (Geneva, Switzerland)
- 2010 *Measurement Uncertainty in Quantitative Segmental Analysis of Hair for Amphetamine and Methamphetamine*. The International Association of Toxicologists Meeting (Bonn, Germany)
- 2010 *Training Programs*. Workshop: To Err is Human...To Identify is Divine. Society of Forensic Toxicologists Meeting (Richmond, VA)
- 2010 *Measurement Uncertainty in Quantitative Segmental Analysis of Hair for Amphetamine and Methamphetamine*. Society of Forensic Toxicologists Meeting (Richmond, VA)

PROFESSIONAL AFFILIATIONS

- 1999-present Society of Forensic Toxicologists (SOFT) - Full Member
- 2000-present SOFT Drug-Facilitated Sexual Assault Committee Member
- 2000-2002 American Academy of Forensic Sciences (AAFS) - Student Member
- 2002-2007 Scientific Working Group on the Forensic Analysis of Chemical Terrorism Member (SWGFACT)
- 2004-present The International Association of Forensic Toxicologists (TIAFT) - Member
- 2008-present TIAFT Young Scientists Committee Member
- 2006-present Qualified ASCLD/LAB-*International* Assessor

PUBLICATIONS

- Gillette, R., Doyle, J.M., Miller, M.L., Montgomery, M.A., and Mushrush, G.W. Capillary Electrophoresis Screening of Poisonous Anions Extracted from Biological Samples. *J. Chrom B.* 831: 190-195 (2006).
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