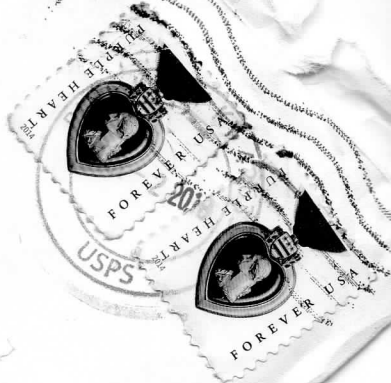
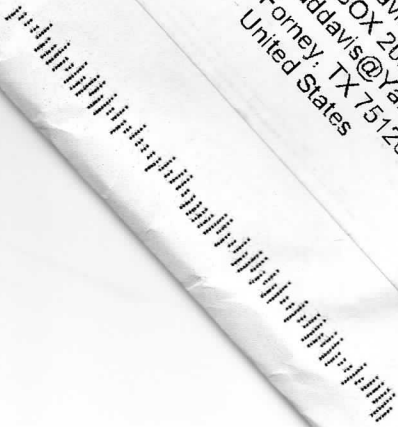


David Hinkson
08795-023 3-B
United States Penitentiary
P.O. Box 3000
Pine Knot, TN 37635
McCreary

MIDCHVILLE TN 377
08795-023 3-B

75126-2088

08795-023
Rudd Davis
PO BOX 2088
Ruddavis@yahoo.com
Forney, TX 75126
United States

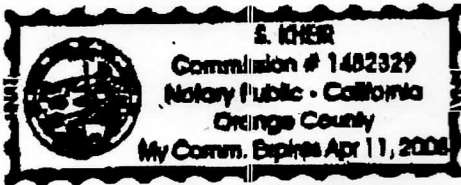


State of California)

County of San Diego ^{SS.}

The Affiant identified himself to me sufficiently and having signed and sworn to the within Affidavit before me this 27 day of February, 2005 I acknowledge his signature as a Notary Public for the State of California.

S. Kher
Notary Public
My Commission Expires: 4/11/2008



B-11



NO REPLY
NEED TO BE
1517130

16 Oct 1997

UNITED STATES MARINE CORPS

Pfc Steven Joe Swisher
1304 Cliff Drive
Lake Lotawana
Lee's Summit, Missouri

Dear Pfc Swisher:

Following your objections to signing an incomplete transfer document on 8-3-97, an intensive investigation into your allegations has been completed.

I am pleased to inform you that your combat action, awards and citations have been verified. A copy of a replacement DD 214 transfer document, which more accurately reflects your military service, is attached to this correspondence. The original has been forwarded to the Commandant of the Marine Corps at Headquarters Marine Corps in Washington, D. C.

Matters surrounding the expeditionary mission you were involved in have been classified as "Top Secret". I must advise you not to discuss mission matters with anyone until further notification.

If you disagree with the replacement document, please notify me immediately. I suggest you put your replacement DD 214 in a safe place for future use.

When you recover from surgery, both Major Morgan and I encourage you to enter a R. O. T. C. program at the college of your choice. Glad we were able to help.

Sergeant Fiedlin,

W. J. Stirling Jr.
W. J. STIRLING JR.
Capt., USMC, Retired

EXHIBIT
A

A-8

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF IDAHO**

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
 v.)
 DAVID ROLAND HINKSON,)
)
 Defendant.)

Case No. CR-04-127-C-(RCT) 05 MAR -3 PM 4:50

Affidavit of Ben S. Casey
CAMEL BURKE
CLERK IDAHO

I, Ben S. Casey, of Caldwell, Idaho, a juror in the trial of the above case which took place January 10-27, 2005, upon oath, depose and state as follows:

1. I am over the age of eighteen years at the time of signing this Affidavit and I am qualified, competent and knowledgeable to provide the information set forth herein.

2. I am aware that the Headquarters of the U.S. Marine Corps considers the "replacement" DD 214 military record to be a forgery, which record was produced by prosecution witness Elven Joe Swisher (which he waved in front of the jury stating that it was a "certified copy.") I am also advised that Mr. Swisher did not participate in a secret mission, did not have combat experience and did not sustain injuries in Korea as he testified.

3. I was surprised that Mr. Swisher was allowed to tell such lies which created the misimpression that he would be a good "hit-man" candidate based on having been a decorated combat veteran and having participated in secret post-Korean War rescue operations. I am now informed such missions never occurred. These lies discredit him as a witness and therefore discredit the rest of his testimony.

4. I relied upon the credibility of Mr. Swisher when I cast my vote to convict Mr. Hinkson of Counts Seven, Eight and Nine.

5. If I had known that Mr. Swisher was not a credible witness as to his U.S. Marine Corps service in secret missions, or that he lied about having had combat experience, or that he was not entitled to wear a Purple Heart, or that the military record he waved in front of the jury as a "certified copy" of his DD 214 was a forgery, I would not have voted for a guilty verdict on Counts Seven, Eight and Nine.

FURTHER AFFIANT SAYETH NAUGHT.

Signed and sworn to under penalty of perjury this 24 day of February 2005.

Ben S. Casey
Ben S. Casey

Affidavit of Ben S. Casey

Page 1 of 1

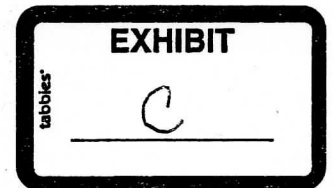


EXHIBIT 3

565

12-11-13

B-3

1 UNITED STATES DISTRICT COURT

2 EASTERN DISTRICT OF CALIFORNIA

3 David Roland Hinkson,

)

Case No.: 1:13-cv01571-JLT

4 Petitioner,

)

)

AFFIDAVIT OF GREGORY W. TOWERTON

5 v.

)

)

6 WARDEN PAUL COPENHAVER

)

)

7 Respondent.

)

)

8 _____)

)

9

10 STATE OF IDAHO

}

ss:

11 COUNTY OF IDAHO

}

12

13 GREGORY W. TOWERTON, having first been duly sworn upon his oath,
14 deposes and says:

15

1. I am an individual of 57 years of age, residing in Idaho County, Idaho; I
16 am personally familiar with the facts stated in this Affidavit of my own knowledge,
17 except as to matters stated herein upon information and belief and, as to such
18 matters, I believe them to be true.

19

2. Before I retired, I was employed by the U.S. Air Force as a Special Agent
20 in criminal investigations, stationed in California with a top secret security
21 clearance and my division was responsible for the security of President Ronald
22 Regan when he visited the California White House.

23

3. In June 2002 I had a job as a deputy at the Idaho County Sheriff's Office
24 and married the ex-wife of David R. Hinkson. The former Mrs. Hinkson and I, along
25 with our children by prior-marriages lived and worked in Grangeville, Idaho. As a
26 result, I became familiar with Mr. Hinkson's situation.

27

1 4. The company owned by Mr. Hinkson manufactures liquid minerals that
2 are sold as a dietary supplements through a business known as WaterOz located
3 near Grangeville, Idaho.

4 5. In November 2002, I learned that Mr. Hinkson had been arrested and
5 released on his own recognizance based on FDA and IRS law violations.

6 6. In April 2003 I became aware that Mr. Hinkson was re-arrested and this
7 time detained based on allegations of solicitation of murder of federal officials
8 stemming from the statements of his former house keeper, Mariana Raff.

9 7. As it turned out Ms. Raff was an unreliable source of information for
10 several reasons: first, she was using her status as a confidential informant to gain
11 immunity from the theft of \$6,000.00 cash from Mr. Hinkson; second, her credibility
12 as a witness decreased as it was learned that she had committed several felonies
13 after Mr. Hinkson's arrest for which she was jailed and then released. Upon
14 information, I believe that such release was secured at the request of the FBI as a
15 grant of immunity from prosecution because she was a confidential informant
16 against Mr. Hinkson.

17 8. Upon information I believe that the issue that finally disqualified Ms. Raff's
18 as a confidential informant against Mr. Hinkson was the lack of veracity to her
19 claim that her brothers in Mexico had been hired by Mr. Hinkson as the "hit men"
20 to kill federal officials in the USA. Although Ms. Raff had stated to the FBI that her
21 brothers had "done this before" after more than a year of detention for Mr.
22 Hinkson, the FBI received information that Ms. Raff's allegations about her brothers
23 was unfounded because one of her brothers was an accountant and the other a
24 business man and neither had the profile of a hired killer.

25 9. The false claims that Mr. Hinkson had hired Mexican murderers to kill
26 federal officials were eventually dropped only to be replaced by more false

1 claims of murder solicitation by a grudge-holding individual named Elven Joe
2 Swisher, of Cottonwood, Idaho who had vowed to send Mr. Hinkson to jail "for the
3 rest of his life" because Mr. Hinkson refused to pay \$10,000 and other charges
4 claimed by, but not owed to Mr. Swisher. Mr. Swisher had been used as an
5 independent contractor to test the content of liquid mineral for WaterOz.

6 10. Starting in April 2003, as he was awaiting trial in jail, Mr. Hinkson called
7 me and because of my background in investigations, asked me to consult with his
8 attorney, Mr. Britt Groom of Grangeville, Idaho, related to procedures used by
9 federal investigators.

10 11. In early July 2003, while at the law office of attorney Groom, a Mr.
11 Richard Bellon was also present. Over a period of several months and
12 conversations, Mr. Hinkson shared with me his concern that Mr. Bellon was trying to
13 extort him into signing over one-half of Mr. Hinkson's business. Seeing Mr. Bellon at
14 attorney Groom's office caused me to be wary of the circumstances and to pay
15 close attention to the entire situation.

16 12. My discussion with attorney Groom occurred in his inner office just off
17 the reception area. As I was engaged in conversation with attorney Groom, I
18 observed that an older man had come to the reception desk of the law office
19 and was making loud statements about Mr. Hinkson. The man was later identified
20 to me as Elven Joe Swisher.

21 13. I could see and hear Mr. Swisher from my position in attorney Groom's
22 inner office and Mr. Swisher appeared to be in his 60's and in poor health as he
23 was using both a walker and an oxygen bottle.

24 14. From the tone of his voice and the harsh manner in which he was
25 speaking to the receptionist, Mr. Swisher appeared agitated as he was saying that

26

27

1 he wanted Mr. Hinkson to purchase an Atomic Absorption mineral testing
2 machine ("AA Machine") from him for \$10,000, plus, he wanted some bills paid.

3 15. At that point, Mr. Swisher's conduct was causing a disturbance in the
4 reception area and Mr. Bellon stepped from attorney Grooms inner office and
5 went to speak with Mr. Swisher. Mr. Swisher continued expressing concerns about
6 his desire to have Mr. Hinkson pay \$10,000 for the AA Machine and also to pay
7 balances on what Mr. Swisher claimed were charges due for mineral testing.

8 16. At that time and in response to something said by Mr. Bellon which I
9 could not hear, Mr. Swisher stated: "If I don't get paid \$10,000 for this machine I
10 will go to Boise and make sure David [Hinkson] spends the rest of his life in jail."

11 17. At that point, attorney Groom said that Mr. Swisher was just blowing "hot
12 air" and he would handle Mr. Swisher's concerns.

13 18. In August 2003, I left my position with the Idaho County Sheriff's Office in
14 order to accept a position as a General Manager of Water Oz. During my tenure
15 as General Manager, Mr. Bellon and Mr. Swisher, who appeared to be working
16 together, accused various employees at WaterOz of stealing money from the
17 company. I investigated this issue and discovered that all monies were properly
18 accounted for and that the money which supposedly had been stolen was simply
19 set aside for Mr. Hinkson's legal defense.

20 19. During the period from August to December 2003, Mr. Swisher claimed
21 that he had rights to certain items of property that belonged to Mr. Hinkson. On
22 one occasion, Mr. Swisher was able to gain entrance into the WaterOz factory by
23 making a claim that he had been designated by Mr. Hinkson to oversee certain
24 liquid mineral making management practices within the WaterOz company.
25 Eventually, I was able to determine that Mr. Swisher was not designated by Mr.

26

27

1 Hinkson to perform any work for the business and at that point I informed Mr.
2 Swisher to leave the factory and not return.

3 20. On December 4, 2003, I was served with papers regarding a Temporary
4 Restraining Order allowing Mr. Bellon and his associates, including Mr. Swisher, to
5 take control of Water Oz. Even though I was the General Manager, I was told that
6 I had to leave the building immediately and was not given an opportunity to look
7 for a Court Order among the documents served nor was I allowed to contact a
8 lawyer before leaving.

9 21. After a week and legal work by a new attorney for Mr. Hinkson, I was
10 able to return to the WaterOz factory and resume my position as General
11 Manager.

12 22. In addition to the TRO seeking possession of WaterOz, Mr. Swisher filed a
13 claim seeking some of Mr. Hinkson's property, including 20 acres of land and
14 heavy equipment as well as other items owned by Mr. Hinkson.

15 23. Eventually, through the civil courts of Idaho County, the law suit and
16 claims by Mr. Bellon and Mr. Swisher were dismissed.

17 24. After a thorough investigation, I determined that nothing was owed by
18 Mr. Hinkson to Mr. Swisher for either the AA Machine, which was obsolete and not
19 the proper equipment needed for the WaterOz business and there was nothing
20 owed to Mr. Swisher for mineral testing as all prior invoices had been paid; thus,
21 Mr. Swisher was not paid the \$10,000 or any other amounts he demanded.

22 25. Mr. Swisher, who had testified in favor of Mr. Hinkson on several
23 occasions previous to July 2003, was given the opportunity by the FBI to fulfill his
24 threat to send Mr. Hinkson to prison for the rest of his life by becoming a
25 confidential informant and testifying in Mr. Hinkson's 2005 trial claiming that he
26 had been solicited to murder federal officials.

1 26. I am aware that Mr. Swisher's testimony as to being solicited by Mr.
2 Hinkson in July or August 2002 was false because that was shortly after I married
3 Mr. Hinkson's ex-wife on June 30, 2002 and Mr. Hinkson immediately left the State
4 of Idaho on July 1, 2002, the day after my wedding, taking his children with him on
5 a driving vacation for the entire month of July to Colorado and then California
6 where the children's mother (my wife) and I kept track of them. Then, as to the
7 month of August, I was aware that Mr. Hinkson was not in the State of Idaho and
8 upon information I believe, that Mr. Hinkson left the United States to attend a class
9 in Venezuela and then to promote his product in Ukraine for the entire month of
10 August.

11 27. Based on my observation of Mr. Swisher's health in 2003, which upon
12 information I believe was compromised by a heart attack he had suffered in June
13 2002, he was not a person who could be considered as a killer in a murder for hire
14 plot because he was physically incapable of doing so, even when I observed him
15 in July 2003 and it is Mr. Swisher's medical records that would prove the state of his
16 health in the time frame when supposedly he was being solicited by Mr. Hinkson.

17 FURTHER AFFIANT SAYETH NAUGHT.

18

19

20


GREGORY W. TOWERTON

21

SUBSCRIBED AND SWORN TO before me this 11 day of December, 2013.

22

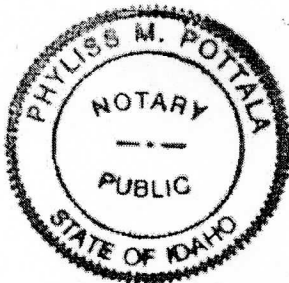
23

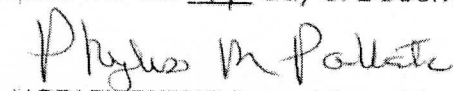
24

25

26

27




NOTARY PUBLIC in and for said
County and State residing at:
Grangeville Idaho

My Com. Exps. June 30 2015