



**Oklahoma High School  
Mock Trial Program  
2011-2012**

**State of Oklahoma  
v.  
Ryder Bonham**

*Written by*  
**Christine Cave, Nicole Longwell, Dan Couch and Marsha Rogers**  
OBA Young Lawyers Division - Mock Trial Case Development Committee

*Appreciation to Chief Homer Jones, Assistant Fire Marshal*  
*Oklahoma City Fire Department , Arson Investigation*



Oklahoma Bar Foundation, IOLTA Grant



Young Lawyers Division

Oklahoma High School Mock Trial Program  
2011-2012

**Table of Contents:**

Introduction Summary.....	1
Criminal Information.....	4
Pre-trial Order.....	5
Jury Instructions.....	7
Verdict Form.....	12
 Prosecution Witness Statements:	
Inspector Terry/Terri Taylor.....	13
Jerry/Jeri Burnett.....	22
Christian Baylor.....	28
 Defense Witness Statements:	
Ryder Bonham.....	31
Dakota Chandler.....	39
Sandy Kibble.....	44
 Exhibits:	
1. Oklahoma State Bureau of Investigation Criminalistics Examination Report Dated Sept. 30, 2011.....	48
2. Trust Agreement Dated June 30, 2010, Executed by Arizona Burnett.....	49
3. Picture Taken at 5302 Wild Prairie Drive in Apartment of Ryder Bonham After Sept. 2, 2011 Fire.....	52
4. Email from Ryder Bonham Dated Sept. 2, 2011.....	53
5. Letter from Hummingbird Property Management to Christian Baylor Dated Oct. 20, 2011.....	54
6. Sketch of Layout of Apartment of Ryder Bonham.....	55
7. Facebook Messages Between Dakota Chandler and Jerry/Jeri Burnett.....	56

## **SUMMARY OF THE CASE\***

On September 2, 2011, in the wee hours of the morning, the Oaklawn Fire Department received a call of a fire at 5302 Wild Prairie Drive. An eighteen month old toddler, Natalie Bonham-Burnett lost her life in the fire. Her sole parent, Ryder Bonham, was on the scene.

Arson Inspector Terry – Terri Taylor began his/her investigation of the scene by questioning Ryder Bonham. According to Inspector Taylor, Ryder Bonham was unusually stoic during the interview on the scene. Inspector Taylor stated in his report that he was told by Ryder Bonham that he/she had placed the child Natalie into bed at approximately 8:30 p.m. According to the report, after placing the child in bed, Ryder began studying for a class he/she is taking at the local community college. At some point, Ryder fell asleep and did not wake until he/she heard someone knocking on the door of the apartment yelling fire. At that point, Ryder claims that he/she realized there was a fire in the apartment. Ryder claims that he/she was groggy as a result of taking cold medicine after placing Natalie in bed. Ryder also claims that he/she tried to get to the bedroom where Natalie was sleeping, but that the smoke was too thick.

Upon physical examination, Inspector Taylor found evidence of burn patterns which he/she claimed indicates the fire originated on the floor of the north end of bedroom where the child was sleeping. Inspector Taylor also claims that he/she identified a pour pattern, which he/she claims indicates a liquid accelerant had been poured in the bedroom which ran into the hallway. Inspector Taylor's report indicates that the pour and burn patterns continued through the bedroom and indicating puddle configurations under the child's bed. Further investigation revealed an empty can of

---

\* For informational purposes only. Not to be used as evidence.

paint thinner found near the base of the crib. Testing by the Oklahoma Bureau of Investigation revealed both turpentine and acetone – both accelerants – in various areas of the bedroom.

Inspector Taylor concluded that based upon the unexplained presence of accelerants, noticeable pool and pour patterns, multiple points of origin, odd behavior, and statements by Ryder Bonham including an admission to having “killed” Natalie, as well as information from other witnesses regarding Ryder Bonham’s emotional and financial situation, that the fire could not be ruled accidental. Ryder Bonham was arrested and charged with murder and arson.

Ryder Bonham is twenty-two years old. Ryder Bonham lost his/her spouse and Natalie’s mother/father, Arizona in July 2011. Arizona was killed while serving in Afghanistan. Arizona and Ryder were high school sweethearts who had gotten married during the holiday break their freshman year at Yale. The couple found out they were expecting a child in May 2009 at the end of their freshman year, and Natalie was born on February 15, 2010. Not long after Natalie was born, Ryder and Arizona decided to join the military so they could provide a more financially stable lifestyle for their family. The Air Force rejected Ryder due to a prior physical injury, while Arizona chose a career in Explosive Ordinance Disposal in the Air Force.

After significant training, Arizona’s squadron was sent overseas to Afghanistan in June 2011. Ryder Bonham and Arizona’s family were notified of Arizona’s death on July 29, 2011. Unbeknownst to Ryder, all of Arizona’s death benefits were left to a Trust that identified Natalie as the primary and sole beneficiary and Ryder merely as a contingent beneficiary. Arizona’s parent, Jerry/Jeri Burnett, was named as the Trustee

of the Trust. Ryder and Natalie moved out of Arizona's parents' home where they had been living and into the apartment at 5302 Wild Prairie Drive in August 2011. Ryder began working full-time as a cashier at a local grocery store. Ryder also began taking a couple of on-line classes at a local community college.

While Ryder was working, Arizona's cousin Dakota Chandler watched Natalie. According to Arizona's mother/father Jerry/Jeri Burnett, Ryder refused their repeated offers of help and was extremely angry with them about the money. Dakota Chandler was concerned about Ryder's physical and emotional health in the months preceding the fire.

Ryder's counsel hired a fire investigator to conduct an independent review of evidence from the fire. Sandy Kibble, an international fire expert specializing in the investigation of fires and explosions, determined that the fire originated on the east wall not the north wall as a result of an electrical short, and that the fire was fueled by an open window in the room. Mr./Ms. Kibble found that the techniques utilized by Arson inspector Terry/Terri Taylor were antiquated, and that he/she failed to consider relevant evidence on the scene of the fire. Ultimately, Sandy Kibble has concluded that the fire should have been classified as accidental.

IN THE DISTRICT COURT OF UTOPIA COUNTY,  
STATE OF OKLAHOMA

THE STATE OF OKLAHOMA  
Plaintiff,

CF-2011 -10

v.

Judge Judy Jacobs

RYDER BONHAM  
Defendant.

**CRIMINAL INFORMATION**

**BE IT REMEMBERED:**

That the duly elected and qualified, **Mr. Justice Foreall, District Attorney for Utopia County, Oklahoma**, who prosecutes in the name and by the authority of **THE STATE OF OKLAHOMA**, comes now into the District Court of Utopia County, State of Oklahoma, and gives the Court to understand and be informed that:

**(Count 1)**

**RYDER BONHAM** on or about September 2, 2011, in Utopia County, State of Oklahoma and within the jurisdiction of this Court, did commit the crime of **MURDER IN THE FIRST DEGREE**, a felony, by unlawfully, feloniously, and willfully with malice aforethought, without the authority of the law, effect the death of **NATALIE BONHAM-BURNETT** by means then and there and thereby inflicting certain mortal wounds in the body of said **NATALIE BONHAM-BURNETT** from which mortal wounds the same **NATALIE BONHAM-BURNETT** did die on or about September 2, 2011, contrary to the form of the statutes in such cases made and provided, and against the peace and dignity of the State.

**(Count 2)**

**RYDER BONHAM** on or about September 2, 2011, in Utopia County, State of Oklahoma and within the jurisdiction of this Court, did commit the crime of **ARSON IN THE FIRST DEGREE**, a felony, by setting fire to an occupied apartment located at 5302 Wild Prairie Drive, Oaklawn, OK, with the unlawful intent then and there on the part of the **RYDER BONHAM** to willfully, maliciously, and feloniously burn or aid, counsel or procure the burning of said property.

Dated this 10<sup>th</sup> day of October 2011.

***Justice Foreall***  
District Attorney

**IN THE DISTRICT COURT OF UTOPIA COUNTY,  
STATE OF OKLAHOMA**

**THE STATE OF OKLAHOMA**  
Plaintiff,

**CF-2011 -10**

v.

**Judge Judy Jacobs**

**RYDER BONHAM**  
Defendant.

**FINAL PRETRIAL ORDER**

The Court having conducted a pretrial conference with counsel and the parties in accordance with the local criminal rules, hereby

ORDERS the following:

1. The charges in this case arise from an incident on September 2, 2011. The State charges Defendant, Ryder Bonham, with one count of a violation of Oklahoma Criminal Code § 21-24-701.7, Murder in the First Degree, a Felony; and also one count of a violation of Oklahoma Criminal Code § 21-56-1401, Arson in the First Degree, a Felony. Ryder Bonham has pled not guilty to all charges.
2. This case is set on the rolling trial docket beginning in January 2012 before Judge Judy Jacobs.
3. No party shall be permitted to call any expert at trial or any other witnesses except those designated below:
  - a. For the State (Plaintiff):
    - i. Inspector Terry/Terri Taylor
    - ii. Jerry/Jeri Burnett
    - iii. Christian Baylor
  - b. For the Defendant:
    - i. Ryder Bonham
    - ii. Dakota Chandler
    - iii. Sandy Kibble

The witnesses may be called by the respective party in any order. All roles may be played by individuals of either gender.

4. The parties have identified the following documents and exhibits to be offered as evidence at trial. The exhibits have been pre-marked by the parties and are

deemed to be authentic. Objections as to the admissibility of the documents or exhibits may be raised at trial but no objections to the authenticity of the exhibits will be entertained. Any notice required by a rule of evidence has been given.

<b>Exhibit No.</b>	<b>Document Description</b>
1	Oklahoma State Bureau of Investigation Criminalistics Examination Report dated September 30, 2011
2	Trust Agreement dated June 30, 2010, executed by Arizona Burnett
3	Picture taken at 5302 Wild Prairie Drive in Apartment of Ryder Bonham after September 2, 2011, fire
4	Email from Ryder Bonham dated September 2, 2011
5	Letter from Hummingbird Property Management to Christian Baylor dated October 20, 2011
6	Sketch of Layout of Apartment of Ryder Bonham
7	Facebook Messages between Dakota Chandler and Jerry/Jeri Burnett

5. The Court has issued a final set of jury instructions, which will be provided to the parties.
6. The parties have entered into the following stipulations:
  - a. Defendant has waived her right to indictment by grand jury.
  - b. Defendant does not claim that her right to a speedy trial has been violated by the delay in trying this case.
  - c. All jurisdictional and venue requirements have been met.
  - d. Arizona Burnett died on July 28, 2011.
  - e. Natalie Bonham-Burnett, an eighteen month old child born to Arizona Burnett and Ryder Bonham, died on September 2, 2011.
  - f. The Medical Examiner has attributed the cause of Natalie Bonham-Burnett's death as multisystem organ failure due to severe extensive thermal burns.
  - g. The legal enforceability of the Trust is not in question.
7. The parties may use a copy of the verdict form as a demonstrative exhibit in closing argument only.

So ordered this 31<sup>st</sup> day of October, 2011.

*Judge Judy Jacobs*



**IN THE DISTRICT COURT OF UTOPIA COUNTY,  
STATE OF OKLAHOMA**

**THE STATE OF OKLAHOMA**  
**Plaintiff,**

**CF-2011 -10**

**v.**

**Judge Judy Jacobs**

**RYDER BONHAM**  
**Defendant.**

**JURY INSTRUCTIONS**

**INSTRUCTION NO. 1**  
**GENERAL INSTRUCTION**

Now that you have heard the evidence, it is my duty to instruct you about the applicable law. It is your duty to follow the law as I will state it and to apply it to the facts as you find them from the evidence in the case. Do not single out one instruction as stating the law, but consider the instructions as a whole. You are not to be concerned about the wisdom of any rule of law stated by me. You must follow and apply the law.

Nothing I say in these instructions indicates that I have any opinion about the facts. You, not I, have the duty to determine the facts.

You must perform your duties as jurors without bias or prejudice as to any party. The law does not permit you to be controlled by sympathy, prejudice, or public opinion. All parties expect that you will carefully and impartially consider all the evidence, follow the law as it is now being given to you, and reach a just verdict, regardless of the consequences.

You must follow the following rules while deliberating and returning your verdict:

First, when you go to the jury room, you must select a foreperson. The foreperson will preside over your discussions and speak for you here in court.

Second, it is your duty, as jurors, to discuss this case with one another in the jury and try to reach agreement.

Each of you must make your own conscientious decision, but only after you have considered all the evidence, discussed it fully with the other jurors, and listened to the views of the other jurors.

Do not be afraid to change your opinions if the discussion persuades you that you should. But do not make a decision simply because other jurors think it is right, or simply to reach a verdict. Remember at all times that you are judges of the facts. Your sole interest is to seek the truth from the evidence in the case.

Third, your verdict must be based solely on the evidence and on the law that I have given to you in my instructions. The verdict must be unanimous. Nothing I have said or done is intended to suggest what your verdict should be--that is entirely for you to decide.

Finally, the verdict form is simply the written notice of the decision that you reach in this case. You will take this form to the jury room, and when each of you has agreed on the verdict, your foreperson will fill in the form, sign and date it, and advise the marshal or bailiff that you are ready to return to the courtroom.

INSTRUCTION NO. 2  
PRESUMPTION OF INNOCENCE - BURDEN OF PROOF - REASONABLE  
DOUBT

The defendant is presumed to be innocent of the crimes charged in the Indictment and of each and every element of those crimes. The indictment is not evidence of the guilt, but is merely the means by which a defendant is placed on trial and sets out in a formal way the offenses of which the defendants are accused. You should not allow yourselves to be influenced against the defendant simply because the indictment was filed.

The presumption of innocence with which a defendant enters a trial continues until such time, if ever, as the government proves the defendant's guilt beyond a reasonable doubt. The law does not require a defendant to prove his/her innocence or produce any evidence at all. The government has the burden of proving the defendant guilty beyond a reasonable doubt, and if it fails to do so, you must find the defendant not guilty.

Proof beyond a reasonable doubt is proof that leaves you firmly convinced of a defendant's guilt. There are few things in this world that we know with absolute certainty, and in criminal cases, the law does not require proof that overcomes every possible doubt. It is only required that the government's proof exclude any "reasonable doubt" concerning the defendant's guilt. A reasonable doubt is a doubt based on reason and common sense after careful and impartial consideration of all the evidence in the case. If, based on your consideration of the evidence, you are firmly convinced that the defendant is guilty of the crime charged, you must find her guilty. If, on the other hand, you think there is a real possibility that he/she is not guilty, you must give her the benefit of the doubt and find him/her not guilty.

INSTRUCTION NO. 3  
EVIDENCE IN THE CASE

Unless you are otherwise instructed, the evidence in the case consists of the sworn testimony of the witnesses regardless of who called the witness, all exhibits received in evidence regardless of who may have produced them, and all facts and events that may have been admitted or stipulated to.

Statements and arguments by the lawyers are not evidence. The lawyers are not witnesses. What they have said in their opening statement, closing arguments, and at other times is intended to help you interpret the evidence, but it is not evidence. However, when the lawyers on both sides stipulate or agree on the existence of a fact, you must, unless otherwise instructed, accept the stipulation and regard that fact as proved.

Any evidence to which I have sustained an objection and evidence that I have ordered stricken must be entirely disregarded.

Generally speaking, there are two types of evidence that are generally presented during a trial--direct evidence and circumstantial evidence. "Direct" evidence is the testimony of a person who asserts or claims to have actual knowledge of a fact, such as an eyewitness. "Indirect or circumstantial" evidence is proof of a chain of facts and circumstances indicating the existence or nonexistence of a fact.

As a general rule, the law makes no distinction between the weight or value to be given to either direct or circumstantial evidence. Nor is a greater degree of certainty required of circumstantial evidence. You are simply required to find the facts in accordance with all the evidence in the case, both direct and circumstantial.

INSTRUCTION NO. 4  
CREDIBILITY OF WITNESSES

I remind you that it is your job to decide whether the government has proved the guilt of the defendant beyond a reasonable doubt. In doing so, you must consider all of the evidence. This does not mean, however, that you must accept all of the evidence as true or accurate.

You are the sole judges of the credibility of "believability" of each witness and the weight to be given to the witness's testimony. An important part of your job will be making judgments about the testimony of the witnesses who testified in this case. You should think about the testimony of each witness you have heard and decide whether you believe all or any part of what each witness had to say, and how important that testimony was. In making that decision, I suggest

that you ask yourself a few questions: Did the witness impress you as honest? Did the witness have any particular interest in the outcome in this case? Did the witness have any relationship with either the government or the defense? Did the witness seem to have a good memory? Did the witness clearly see or hear the things about which he/she testified? Did the witness have the opportunity and ability to understand the questions clearly and answer them directly? Did the witness's testimony differ from the testimony of other witnesses? When weighing the conflicting testimony, you should consider whether the discrepancy has to do with a material fact or with an unimportant detail. And you should keep in mind that innocent misrecollection – like failure of recollection – is not uncommon.

The testimony of the defendant should be weighed and her credibility evaluated in the same way as that of any other witness.

#### INSTRUCTION NO. 5 EXPERT WITNESSES

There has been introduced the testimony of witnesses who are represented to be skilled in certain areas. Such witnesses are known in law as expert witnesses. You may consider the testimony of these witnesses and give it such weight as you think it should have, but the value to be given their testimony is for you to determine. You are not required to surrender your own judgment to that of any person testifying as an expert or otherwise. The testimony of an expert, like that of any other witness, is to be given such value as you think it is entitled to receive

#### INSTRUCTION NO. 6 MULTIPLE COUNTS

A separate crime is charged against the defendant in each count of the information. The State has charged the Defendant with murder in the first degree and arson in the first degree. You must separately consider the evidence against the defendant on each count and return a separate verdict on each.

Your verdict as to any one count, whether it is guilty or not guilty, should not influence your verdict as to any other counts.

#### INSTRUCTION NO. 7 MURDER IN THE FIRST DEGREE WITH MALICE AFORETHOUGHT

No person may be convicted of murder in the first degree with malice aforethought unless the State has proved beyond a reasonable doubt each element of the crime. These elements are:

First, the death of a human;

Second, the death was unlawful;  
 Third, the death was caused by the defendant;  
 Fourth, the death was caused with malice aforethought.

The death of another is unlawful when the death was not accidental or legally justified. Absence of legal justification may be inferred from all of the circumstances surrounding the death.

For the death of **NATALIE BONHAM-BURNETT** to be caused by the defendant, the death must have occurred as the natural and probable result of an act by the defendant, in a manner he/she intended, and in a manner in which he/she could reasonably foresee from the performance of the act.

"Malice aforethought" means a deliberate intention to take away the life of a human being. As used in these instructions, "malice aforethought" does not mean hatred, spite or ill-will. The deliberate intent to take a human life must be formed before the act and must exist at the time a homicidal act is committed. No particular length of time is required for formation of this deliberate intent. The intent may have been formed instantly before commission of the act.

Evidence of malice aforethought can include the words, conduct, demeanor, motive, and all other circumstances surrounding the death of the victim.

#### INSTRUCTION NO. 8 ARSON IN THE FIRST DEGREE

No person may be convicted of arson in the first degree unless the State has proved beyond a reasonable doubt each element of the crime. These elements are:

First, that the defendant,  
 Second, did willfully and maliciously,  
 Third, set fire to, burn, or destroy in whole or part,  
 Fourth, by use of any accelerant, ignition device, or heat-producing device or substance,  
 Fifth, a building or structure, or the contents thereof, and  
 Sixth, which was occupied by one or more persons.

A building or structure is deemed to be occupied if it actually contains one or more persons at the time of the commission of the alleged crime. A building or structure is deemed to be inhabited if any part of it is normally used by any person for lodging.

**IN THE DISTRICT COURT OF UTOPIA COUNTY,  
STATE OF OKLAHOMA**

**THE STATE OF OKLAHOMA  
Plaintiff,**

**CF-2011 -10**

**v.**

**Judge Judy Jacobs**

**RYDER BONHAM  
Defendant.**

**VERDICT**

We the jury being duly empaneled do swear upon our oaths and do hereby find:

1. On Count One of the Information in violation of 21 Okla. Stat. §701.7 - Murder in the First Degree:

\_\_\_\_\_ Not Guilty                      \_\_\_\_\_ Guilty

2. On Count Two of the Information in violation of 21 Okla. Stat. §1401 – Arson in the First Degree:

\_\_\_\_\_ Not Guilty                      \_\_\_\_\_ Guilty

\_\_\_\_\_  
Signature of Jury Foreperson

DECLARATION OF INSPECTOR TERRY/TERI TAYLOR

1  
2 I am Arson Inspector Terry/Terri Taylor with the Oaklawn Fire Department. I  
3 have been with the Fire Department in Oaklawn for the past 15 years, six as an  
4 assistant Arson Inspector and the last nine as an Arson Investigator. Before that I was  
5 an Investigator with the San Francisco Fire Department for 11 years, and served the  
6 prior five years as a Firefighter with that department. I joined the Fire Department a  
7 couple months after I graduated college and have found it to be a very fulfilling career.

8 I first began to be interested in arson investigation when I was an entry-level  
9 firefighter. We went to a house where nearly the entire structure was charred and  
10 scorched. When you walked into the house, you could still smell the strong odor of  
11 gasoline mixed with the stench of the fire itself. I was the one who discovered the  
12 bodies of three young children still in their beds, scorched almost beyond recognition.  
13 It is a day I will never forget. I was so incensed by what had happened to those kids  
14 – probably even more so as I had just become a parent myself – I became stuck like  
15 glue to the arson investigator: asking him questions about the significance of certain  
16 patterns on the floor, the walls, and the wood itself; returning to the house several times  
17 to take measurements or pictures, or collecting evidence for the Investigator. I was  
18 going to make sure that these children's death didn't go unpunished. Anyway, the  
19 Arson Investigator naturally ruled it an arson and was able to point out the  
20 overwhelming evidence of guilt that the children's young druggie parents were both  
21 sentenced to life in prison without the possibility of parole.

22 From that point on, I spent every free moment learning from the Arson  
23 Investigator, Rex Haskell. He taught me most everything I know about arson  
24 investigations. Of course I've gone to countless seminars and conferences related to  
25 certain investigation techniques, after all, each year it seems like they add more and  
26 more time that we have to spend in class – but nothing can replace the on-the-job field  
27 training I received from Inspector Haskell. I mean - what classroom instruction can  
28 replace the actual investigation of over 1,000 fires? Guess the powers that be thought

1 them street smarts were worth something because I was promoted into the Arson  
2 Investigation Unit at SFPD in 1985. In 1996, my spouse got a job here in Oklahoma,  
3 so I applied at several fire departments for job openings in their arson department.  
4 Those jobs don't come open much, as mostly inspectors are trained from within like I  
5 was, but I was able to get an Assistant Arson Investigator position at the Oaklawn Fire  
6 Department, where I was later promoted to my current position as Arson Investigator.

7 On September 2, 2011, I received a call from the Department at about 2:30 a.m.,  
8 indicating that our response team had responded to a suspicious fire at 5302 Wild  
9 Prairie Drive. I arrived there at about 2:50 a.m. Upon arrival, the response team had  
10 the fire nearly completely put out, so I began my investigation by talking to the tenants.

11 I was first directed to the tenant of the apartment unit where the fire was deemed  
12 to have started. Ryder Bonham was almost stoic in his/her demeanor for the most part.  
13 He/she would answer my questions with one-word answers. This struck me as a bit  
14 unusual since I had learned that he/she had a child that had died in the fire. I would  
15 have guessed that he/she would have wanted to know what happened and, if anyone  
16 was responsible for this tragedy. Anyway, I was able to learn from Mr./Ms. Bonham  
17 that he/she had put the child, Natalie, to bed around 8:20 p.m. in the crib in the one-  
18 bedroom apartment. Mr./Ms. Bonham had left the window partially ajar because he/she  
19 had been stripping the crib with some kind of paint thinner a day or two before. Mr./Ms.  
20 Bonham said that he/she closed the bedroom door because the baby was crying and  
21 he/she had a sinus headache. Mr./Ms. Bonham said that he/she did some homework  
22 for a class he/she is taking at the community college and then fell asleep on the couch  
23 and didn't wake up until the smoke detector went off. He/She said that at first he/she  
24 didn't know what was going on because he/she was a little loopy from having taken  
25 some cold medicine. When the neighbor began banging on the door, he/she realized  
26 it wasn't a dream and said that he/she tried to get to the bedroom but there was so  
27 much smoke coming from the bedroom door that he/she couldn't make it there. Mr./Ms.  
28 said that he/she heard the fire sirens so he/she turned around and came outside.



1 According to Mr./Ms. Bonham, he/she told the first firefighters that he/she encountered  
2 about the baby being in the room and begged them to save her. Then he/she said,  
3 "But it was too late. I had killed my baby." Mr./Ms. Bonham then stopped talking and  
4 started crying. Friends and family members had begun to arrive and were comforting  
5 him/her.

6 I attempted to next interview Mr./Ms. Baylor but she/he was being attended to  
7 my medical personnel for possible smoke inhalation. I decided to postpone further  
8 interviews and proceed to the physical inspection.

9 I began my physical inspection by inspecting the exterior of the house. The  
10 house was a two-story older farmhouse, probably built around 1910-1920, which had  
11 been converted into a four-plex with two apartments upstairs and two downstairs. This  
12 area of Oaklawn is rural, approximately 1/4 of a mile outside the Urban Growth  
13 Boundary. The structure had a tree in the front west yard and a regular open back  
14 yard. Behind the house is miles of fields used primarily for cattle and livestock.

15 The north wall was charred and scorched by the fire from approximately mid-way  
16 from the first story to the top. The remaining exterior walls were not charred or  
17 scorched, except the west wall as it adjoined the north wall. The fire had just vented  
18 through the roof at the time it was extinguished in the north corner of the house  
19 approximately 20 feet in from the west wall. The flames had vented out the three most  
20 westerly north upper windows, with the flames from the north bedroom window having  
21 reached the roof and burned off a portion of the roof, before having traveled along the  
22 eaves of the north wall. The windows on the west wall were smoke stained.

23 After noting my observations about the exterior of the building, I entered the  
24 structure. The lower level of the building had sustained some mild smoke damage and  
25 buckling of the ceiling from the heat in areas as well as water damage but no charring  
26 or other signs that the fire had reached this part of the building. I next went upstairs  
27 using the east staircase. There are two apartments upstairs. The first is the apartment  
28 of Christian Baylor. The entry into the apartment is into an open kitchen-living area.

1 This area showed signs of moderate smoke and heat damage, but no charring. From  
2 the west side of the living area, I entered a short hallway which had significant smoke  
3 and heat damage. I first entered into the south bedroom where the damage again was  
4 mostly attributable to smoke and heat.

5 The north room (it appeared to be a bedroom that was being used as an art  
6 studio) was a different story: The flames from the adjacent apartment had gotten under  
7 the lathe and plaster and the entire wall was charred, and in an area approximately 2-3'  
8 x 3-4', the wall had burnt clear through to the adjacent apartment with only the deeply  
9 charred studs remaining. The charring was not limited to this wall, however, There was  
10 significant charring on the ceiling and the north wall up to and around the framing of the  
11 north window in this room, which was slightly ajar. The window glass was crazed. On  
12 the floor adjacent to the west wall were two stacks of charred wood frames with wisps  
13 of charred canvas remaining attached, with those closest to the wall having the most  
14 damage. Additionally, we found the charred frame of what appeared to be an easel,  
15 with a well-charred painting on its stand. On the floor near the west wall were several  
16 burnt patterns that looked consistent with splattered or pooled accelerant. I also found  
17 two very fire-damaged cans of paint thinner. I took samples of several of these areas  
18 for testing. The east wall had severe smoke and heat damage, but only small areas  
19 of charring. Stacked up against the east wall were four additional stacks of paintings,  
20 which suffered severe heat, fire, and water damage, but none appeared to be touched  
21 by flames except the two paintings on the very western-most side of the two most  
22 northern stacks, which had spotted charring.

23 I then entered into Ryder Bonham's apartment. The combined kitchen/living  
24 area had a healthy layer of smoke debris on top of everything. The northern wall and  
25 the eastern living room wall had flame and heat damage, indicating that a tremendous  
26 amount of heat had entered the room from the hallway and through the eastern living  
27 room wall adjoining the bedroom. The glass on the north window was crazed. The  
28 west window had brown and streaky smoke stains. The couch on the west wall had

1 moderate smoke stains, as did the coffee table immediately in front of the couch and  
2 items on it, including an empty bottle of wine laying on its side. The entire room  
3 suffered from extensive water damage.

4 The bathroom in the center of the east side of the apartment disclosed that  
5 flames and smoke had entered the bathroom through the door from the hallway. The  
6 door into the bathroom was singed on the top and the smoke line reached halfway  
7 down the walls. The mirror in the bath room was smoked stained. I conducted an  
8 inventory of the items in the mirrored medicine cabinet and found a prescription bottle  
9 that purported to contain alprazolam, a generic form of Xanax. The name on the bottle  
10 was Ryder Bonham, the prescription was for .50 mg of alprazolam for a quantity of 90  
11 pills, and was dated August 12, 2011. The bottle appeared to be about half full.

12 There were burn patterns from the base of the floor to the ceiling in the hallway  
13 on the east side of the apartment. The fire did not burn through the ceiling and there  
14 was no evidence that the hall area was ever fully engulfed in flames. The burn pattern  
15 on the east wall showed a gradual climb in approximately 45 degree angle toward the  
16 south end and clearly showed a "V" pattern, indicating that the fire originated on the  
17 floor near the north end. The examination of the hallway floor from the north door into  
18 the bedroom disclosed a pour pattern, indicating that a liquid accelerant had been  
19 poured in the bedroom into the hallway. The light bulb in the hallway was melted on the  
20 north side, consistent with a fire coming from the north bedroom.

21 The pour pattern and burn trailer continued from the north end of the hallway  
22 floor through the north door into the north bedroom floor. An examination of the bed  
23 on the west wall revealed intense heat on the mattress, although the burning of the  
24 mattress was not even – with the most intense burning being in the center of the  
25 mattress in a circular pattern about 2-3 feet in diameter. There also was intense  
26 charring on the wall above the bed. A sample of the mattress was taken and analyzed  
27 by the Oklahoma Bureau of Investigation, which revealed that the mattress had been  
28 soaked in an acetone accelerate. Against the south wall to the bedroom, a crib had

1 rested. The floor under the bed and pour patterns and burn trailers and puddle  
2 configurations. Burning on the floor under furniture suggests that this was a place of  
3 origin and is suggestive of arson. An empty can of paint thinner was found near the  
4 base of the crib. The crib sustained intense heat with the metal mattress frame  
5 sustaining significant discolorations from the intense heat. The mattress was burned  
6 in its entirety. The bed frame on the crib was charred severely. Samples of the crib  
7 frame and burn patterns below the crib were taken and submitted to the OSBI for  
8 testing. Results from both the crib frame and the burn patterns on the floor showed  
9 considerable amounts of "paint thinner". Although Mr./Ms. Bonham indicated that  
10 he/she had recently applied paint thinner to strip the crib, the size of the pour pattern  
11 and acetone found on the area under the crib, and the burning on the floor under the  
12 crib is more consistent with the entire bottle of paint thinner being poured on the crib  
13 and being ignited. The carpet flooring in the bedroom was pulled up and the wood floor  
14 below showed flow patterns, burn trailers, and puddle configurations consistent with a  
15 combustible liquid accelerate having been poured and ignited. Select samples were  
16 taken and the lab results indicate both the presence of paint thinner and acetone.  
17 There was an approximate 1/8" of soot covering all surfaces in the room.

18 The window on the north wall was open about 8". Around the window was  
19 significant charring and flame damage. The glass was again crazed. The walls in the  
20 apartment were lathe and plaster. The fire had gotten behind the east wall and burned  
21 to a deep charr with some alligating apparent. In one area approximately five feet  
22 from the north wall, the wall was burned clear through from approximately two feet off  
23 the ground to six feet in a "V" shape, with about a four-five foot width at the top of the  
24 width. The south wall where the baby crib rested and the west wall where a bed rested  
25 sustained intense heat at or above the bed and baby crib, indicating burning on the bed  
26 and baby crib.

27 The ceiling about the baby crib sustained intense heat and burn through into the  
28 attic. Prior to burning through the ceiling, the fire had mushroomed when it hit the

1 ceiling. All electrical outlets in the bedroom were examined and determined to be the  
2 victims of the fire and did not cause the fire. An examination of lamp with a burnt cord  
3 near the east wall was determined to be a victim of the fire and not a contributor.

4 After photographs of the scene were taken and samples of various burn areas  
5 were taken, I interviewed the first responders. I learned that the call to 9-1-1 had been  
6 called in at 2:08 a.m. by Christian Baylor. The fire department was on the scene in  
7 approximately six minutes. When the first responders arrived, flames – which were  
8 primarily yellow in color--were pouring out of the north-east bedroom window and fire  
9 was visible observable in the two adjacent windows on the north wall. A young  
10 man/woman was screaming that his/her baby was inside. Firefighters were able to  
11 enter the building along the stairwell on the east side of the building and entered the  
12 western apartment where the man/woman claimed his/her baby was. The western  
13 apartment was engulfed in thick brown smoke and the fire was actively burning the  
14 easternmost living room wall. Flames were billowing under the door from the bedroom  
15 into the hall. The door was closed. Firefighters had to break down the door and found  
16 the northeastern bedroom fully engulfed. Firefighters were able to use water and  
17 chemical foam to extinguish the fire enough to enter the room. When they entered,  
18 they found the baby's body lying on what was left of a crib mattress (which was mostly  
19 wire frame by this point). The child was clearly dead and badly burned. The medical  
20 personnel were called and the baby was placed in a bag for the medical examiner's  
21 office before being taken out of the apartment. Sgt. Fernandez informed Mr./Ms.  
22 Bonham of him/her child's death. Apparently he/she began screaming hysterically. Sgt.  
23 Fernandez stayed with him/her until friends and/or family arrived but was not able to get  
24 anything additional from him/her.

25 An inventory of personal effects found in the east apartment revealed very few  
26 items of typical sentimental value, such as pictures, trinkets, jewelry, and photo-albums.  
27 Oftentimes arsonists will remove sentimental items from their home before starting a  
28 fire.

1 An appointment was made with the occupant of the east apartment, Christian  
2 Baylor. This Investigator was also contacted by Jerry/Jeri Burnett who said that he/she  
3 had information relative to the incident. Voluntary, written statements were taken from  
4 both witnesses. Mr./Ms. Burnett also provided me with copies of trust documents that  
5 indicate that Mr./Ms. Bonham would profit from his/her former spouse's trust in the  
6 event of Natalie's death. I attempted to contact Mr./Ms. Bonham for a formal interview.  
7 The person who answered the phone was some kind of relative and indicated that  
8 Mr./Ms. Bonham was undergoing psychiatric care and would not be available or willing  
9 to answer any further questions without consent by both his/her doctor and lawyer. I  
10 tried a couple more times to reach Mr./Ms. Bonham but could only leave a message,  
11 which went unreturned. The lab results from the samples taken from Christian Baylor's  
12 apartment indicated the presence of both turpentine (paint thinner) and oil. This is  
13 consistent with the cans of paint thinner and the charred art and supplies found at the  
14 scene. The specific lab findings as they relate to Mr./Ms. Bonham's apartment are set  
15 forth in the description above and are detailed in the report itself.

16 After conferring with Police Officials, I concluded that the origin of the fire was  
17 the north-east bedroom in the west apartment. The investigation indicated that there  
18 were multiple points of origin, including the floor along the south wall where the crib  
19 was, the center of the mattress on the west wall, and an area along the east bedroom  
20 wall. Because no ignition device was located, it is likely that some paper or other easily  
21 flammable item was ignited with matches or a lighter and placed in the pool of  
22 accelerate. Due to the unexplained presence of accelerates, the noticeable pour  
23 patterns, multiple points of origin (generally signified by the "V" patterns), the crazing  
24 patterns (which are caused by a high degree of heat usually exclusive to arson fires),  
25 the odd behavior and the statements and admission of guilt made by the occupant,  
26 Ryder Bonham, and the information gleaned from the witnesses as to his/her financial  
27 and emotional situation – which included the possible consumption of narcotics and  
28 alcohol the night of the fire, electrical or accidental causes were eliminated. Based on

1 the entirety of the investigation, it was concluded that the fire was incendiary – what the  
2 common person refers to as arson. The fire traveled from the multiple points of origin  
3 in the northeast bedroom upwards and toward the open window. The fire got behind  
4 the lathe on the east and west walls and pushed into the adjacent rooms and, in the  
5 case of the east wall, the adjacent apartment. The fire also got under the door from the  
6 bedroom into the hallway. The likely motives related to the extreme emotional overload  
7 of this extremely young parent and/or the perceived financial benefit and freedom that  
8 would come from murdering his/her child.

9  
10 I state under the penalty of perjury under the laws of Oklahoma that the  
11 foregoing is true and correct.

12 Signed this 7<sup>th</sup> day of October in Oaklawn, Oklahoma.

Terry/Terri Taylor

13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

DECLARATION OF JERRY/JERI BURNETT

1  
2 My name is Jerry/Jeri Burnett. Arizona Burnett was our only child. Ryder  
3 Bonham was married to Arizona and the mother/father to our granddaughter Natalie.  
4 Our Arizona was a phenomenal individual who died much too young. He/she excelled  
5 in everything he/she did as a child, teenager and young adult. As parents, we could not  
6 have been prouder to call Arizona our child.

7 While in high school, Arizona met Ryder. The two of them were like peas in a  
8 pod. Both of them were smart, driven and very much in love with one another. Of  
9 course, we were concerned that Arizona's relationship with Ryder would take him/her  
10 off of his/her path to college. However, at first that was not the case. Instead, Ryder  
11 and Arizona both challenged each other to do better, work harder and achieve more. At  
12 the time of their graduation, Ryder and Arizona had been together for over two years.  
13 Arizona graduated top in the class with Ryder right behind him/her. They were both  
14 accepted to Yale, and they both chose to go there. We simply couldn't believe it when  
15 our Arizona was accepted to an Ivy League school.

16 As a reward for all of their hard work, we let Arizona take a backpacking trip  
17 through the southwest states with Ryder. They were gone for eight weeks the summer  
18 after they graduated. When they came back, they were even more set on being with  
19 each other. When they moved off to Yale in the fall, we were concerned about how  
20 quickly their relationship was progressing. We have very strong spiritual beliefs that we  
21 instilled in Arizona. We don't believe in pre-marital sex, and expressed to him/her our  
22 concerns about maintaining those beliefs while in college. Ryder has been raised by a



1 single mother, who we understand met her current boyfriend with whom she moved in  
2 with in Florida, on the internet. We had concerns about Ryder's influence over Arizona.

3 In December of 2008, the kids came home after their first semester at Yale. It  
4 was so good to see Arizona. We did not have enough money with what we had to pay  
5 for school expenses to fly out and see Arizona that semester. Despite the fact that we  
6 had not seen Arizona in three months, he/she didn't spend much time with us over  
7 those holidays. It wasn't until Arizona and Ryder went back to school that we got an  
8 email from Arizona telling us that they had eloped over the holiday break, but they didn't  
9 have the heart to tell us before they left. We were shocked and devastated that we had  
10 been excluded from their marriage plans. Of course, we would have discouraged them  
11 from getting married so young. Once you are married things change - priorities change.  
12 We were worried that Arizona would be pulled off track by Ryder. Overtime that  
13 semester, we got used to the idea of the kids' marriage only to be floored when they  
14 returned at the end of that spring semester.

15 When the kids got back from Yale in May of 2009, they announced that they  
16 were having a baby. You can only image our surprise and disappointment. How could  
17 they have been so careless? How were they going to get by? What was going to  
18 happen with school? I admit that I got mad and yelled at Ryder. I told him/her that it  
19 was all his/her fault. I really didn't mean to yell at him/her it was just that I was so upset.  
20 I told him/her many times after that day that I was sorry, and I even offered to let them  
21 live with us so they could save money.

22 In February of 2010, our beautiful granddaughter Natalie was born. What an  
23 absolutely amazing thing it is to be a grandparent. She was so beautiful and looked so

1 much like our Arizona did when he/she was little. Anyway, we did what we could for  
2 Arizona and Ryder during that time, but they still were suffering economically. Although,  
3 the baby really seemed to help mend some hurt feelings between all of us.

4 In early May of 2010, the kids sat us down again to talk to us about their plans  
5 and some decisions they had made. Arizona told us that he/she had joined the service,  
6 and that he/she would be going to basic training in July of 2010. Once again, we were  
7 absolutely floored. We told them we would help financially in any way we could as long  
8 as Arizona didn't go. He/she said it was too late. Arizona's father/mother and I just  
9 could not understand why he/she would not come and discuss such a thing with us  
10 before doing it. I am sure it was because of Ryder. I asked Ryder why he/she did not  
11 join as well. Ryder told us that he/she was disqualified due to a prior knee injury. We  
12 chalked up Arizona and Ryder's decision to have Arizona join the military as another  
13 immature reaction to an adult situation.

14 Before Arizona went off to the service, we asked him/her to come to our house  
15 without Ryder to discuss some issues that we had with his/her decision. We specifically  
16 asked that he/she not bring Ryder to our meeting or tell Ryder about it. He/she was not  
17 happy about that condition, but came to see us nonetheless. We explained to Arizona  
18 that we were concerned about the decisions that he/she and Ryder had made over the  
19 last couple of years. We stated that we had hoped they would have waited until they  
20 finished school to get married, much less have a child. We stated that we understood  
21 they were having financial problems after Natalie was born, but to join the service  
22 seemed a drastic measure. We stated that regardless of our feelings about the matter  
23 that Arizona needed to think about Natalie and her future. We discussed the statistics

1 of how many young married couples get a divorce because of the strain of separation  
2 during war time, and how, Arizona needed to ensure Natalie's future in such an event.

3 Prior to meeting with Arizona, we had talked to an attorney about setting up a  
4 trust for Natalie with us as the trustees. We presented the trust to Arizona during that  
5 meeting, which listed Natalie as the primary beneficiary and Ryder as the contingent  
6 beneficiary. One of the best things about Arizona is his/her ability to think rationally.  
7 Arizona agreed that a trust was the best way to protect Natalie, and he/she also agreed  
8 to list the trust as his/her beneficiary of his/her military benefits in the event of his/her  
9 death overseas. It appears based upon Ryder's reaction after Arizona died that Arizona  
10 never told Ryder about the trust or the fact that his/her death benefits were going to that  
11 trust.

12 Ryder lived with us during Arizona's eight week basic training. When Arizona  
13 went off to technical school, Ryder and Natalie moved down to Wichita Falls, Texas.  
14 We went and visited them several times during that time period. After technical school  
15 ended in April of 2011, Arizona got assigned to a military unit that was going over to  
16 Afghanistan in June. Ryder seemed to be taking it very hard. Ryder and Natalie moved  
17 back in with us after Arizona left for Afghanistan. Ryder was a loving mom/dad, but  
18 during that time period he/she spent a lot of time with his/her friends and cousins while  
19 we spent a lot of time watching Natalie.

20 On July 29, 2011, our world fell apart when we found out Arizona had been killed  
21 while attempting to detonate a live explosive in Afghanistan. We were completely  
22 devastated to say the least. Ryder was completely inconsolable for the first week after  
23 the funeral. When we were settling Arizona's financial estate, it became clear that

1 Arizona had never told Ryder that he/she had not listed Ryder as the primary  
2 beneficiary to his/her death benefits. Ryder was absolutely furious. He/she screamed  
3 at us for going behind his/her back. Ryder moved out a few days later. He/she got a  
4 job at the local supermarket, hired Arizona's cousin to watch Natalie, and started taking  
5 classes on-line. That was the last time we saw our precious Natalie.

6 We kept trying to talk to him/her, but he/she refused to answer our calls. The  
7 one time we did talk, we got into another fight. We heard through the grapevine that  
8 he/she wasn't doing so well and that Natalie looked unkempt. Even Arizona's cousin,  
9 Dakota, contacted us expressing his/her concern about Ryder's ability to continue to  
10 care for Natalie. After weeks of Ryder refusing our calls, I finally went to the  
11 supermarket where Ryder was working. When he/she got off work, I confronted  
12 him/her. I expressed my concerns about him/her and Natalie. Ryder told us to "butt  
13 out" of his/her life and that Natalie was *his/her* responsibility and that if we wanted to  
14 really help Natalie, we should agree to release funds to pay for Natalie's daycare or give  
15 him/her money to help support Natalie. Ryder stated it was wrong and unfair that we  
16 controlled Arizona's death benefits, and that he/she was contemplating getting a lawyer  
17 to contest the legality of the trust. Honestly, I was shocked! I kept trying to explain to  
18 Ryder that we didn't think that letting Ryder control Arizona's death benefits was in  
19 Natalie's best interest. He/she said it was clear that we never liked him/her, and that we  
20 did everything in our power to undermine his/her relationship with Arizona and now with  
21 Natalie. Ryder was just so disrespectful. I lost my temper and told Ryder that we had  
22 serious concerns about his/her current ability to parent Natalie and would be making an  
23 appointment with our lawyer to discuss seeking custody.

1           When we found out in the early morning hours of September 2, 2011, about the  
2 fire at Ryder and Natalie's apartment, we were utterly hysterical. As we arrived on the  
3 scene, we ran into Ryder's neighbor who told us that Ryder tried to kill himself/herself  
4 and Natalie! We simply couldn't believe it at first. However, as we look back at the  
5 change in Ryder after Arizona died, it seems apparent that Ryder's behavior was more  
6 and more erratic – and I don't understand why he/she was so focused on getting his/her  
7 hands on the death benefits! I simply don't want to believe that Ryder deliberately set  
8 the fire that killed Natalie, but based upon what we have heard about the Arson  
9 Investigator's report and what Ryder's neighbor said, we have to accept it.

10           We have lost everyone we love because of Ryder's impetuosity. We lost our  
11 Arizona because Ryder simply couldn't wait until they were out of college to get married.  
12 We lost our grandbaby because of Ryder's pride, paranoia and selfishness. He/she  
13 couldn't accept that we were simply trying to help him/her and Natalie.

14  
15           I state under the penalty of perjury under the laws of Oklahoma that the foregoing  
16 is true and correct.

17 Signed this 4<sup>th</sup> day of October in Oaklawn, Oklahoma.

*Jerry/Veri Burnett*

DECLARATION OF CHRISTIAN BAYLOR

1  
2 My name is Christian Baylor. Until September 2, 2011, I lived in one of four  
3 apartments in an old house located at 5302 Wild Prairie Drive. I no longer live there  
4 because my neighbor burnt down my apartment. I lost all of my life's work as well  
5 during that fire. I was scheduled on September 15, 2011, to open my first gallery show.  
6 You see I am an artist - a real artist, not like those auto-tuned robots or those nerds who  
7 sit behind a computer and create graphics who like to call themselves artists. I paint. I  
8 like to think of myself as a modern impressionist. All of my beautiful irreplaceable  
9 paintings that I had worked on for my whole life were in my apartment the night of the  
10 fire. All of them were ruined as a result of Ryder Bonham.

11 I knew Ryder and Arizona from high school. We didn't run in the same circles,  
12 but everyone knew them. They were inseparable and completely obnoxious. "Mr. and  
13 Ms. Perfect" is what everyone used to call them. Like that old 1980's song Goody Two  
14 Shoes by Adam Ant said, "Don't drink, don't smoke, what do you do? Subtle innuendos  
15 follow, must be something inside." Apparently, there was more to the two of them than I  
16 thought. Honestly, when I heard about Arizona's death, I was shocked. I simply  
17 couldn't believe Arizona would leave Ryder for even one minute much less that he/she  
18 would join the service.

19 Well anyway, I must admit I wasn't thrilled when Ryder moved into the apartment  
20 next to me. Part of the reason I wasn't thrilled about it all was because of the baby,  
21 Natalie. Mind you, I don't have anything against babies. They are cute and all, but I  
22 really don't want one living next to me. When I paint, I need silence. The only time I got  
23 silence was during the day or late at night. When Ryder and Natalie were home, it

1 | seemed like all I ever heard was crying. If it wasn't the baby screaming, it was Ryder.  
2 | The walls of that old house were simply too thin, but nobody asked me if I cared. Now I  
3 | realize being a single parent isn't easy, but when did that become my problem.

4 |         Honestly, I think the shine was off the apple when it came to Ryder's life. In fact,  
5 | one day we ran into each other in the hallway of our building. I made the mistake of  
6 | asking him/her how he/she was doing. After going on and on about how much pressure  
7 | he/she was under and how hard everything was, blah, blah, blah, he/she said to me, "I  
8 | would give anything to trade lives with you. You're not tied down and are just taking off  
9 | on this super cool career. Me, I'm changing diapers, attending community college, and  
10 | working as a checker at a grocery store. Some life." I didn't quite know what to say, so  
11 | I just said thanks and that I had to get going. Then I left. That conversation took place  
12 | about a week or two before the fire.

13 |         On September 1, 2011, the evening before the fire, at about 7:30 p.m., the  
14 | nightly bedtime ritual began. I would hear the bath water being ran, followed by Natalie  
15 | crying once Ryder apparently put her in her crib, and then followed by Ryder yelling to  
16 | Natalie to go to sleep. At about 8:15 p.m. or so that night the crying stopped. I  
17 | assumed it was because Natalie had fallen asleep. It is not that I pay such close  
18 | attention to my neighbor's activities. It is simply that I can't actually start working until  
19 | the bedtime fiasco is complete.

20 |         Well anyway, I was working late into the night when I noticed smoke was  
21 | billowing into my studio. The smoke was coming from the wall that is shared between  
22 | Ryder's and my apartment. I immediately called 9-1-1 as I ran out of my apartment. I  
23 | think it was around 2:00 a.m. When I am working on my painting, I simply don't pay

1 close attention to the time. As I ran out of my apartment, I noticed that Ryder's  
2 apartment door was shut, and so I ran over and banged on his/her door screaming fire.  
3 I didn't hear anything at first, so I opened the door. Ryder was simply sitting on the  
4 couch like he/she was on something – now mind you, I don't know if he/she really was  
5 on something, but I did see an opened bottle of wine on the coffee table in front of  
6 him/her. He/she looked at me and only then did he/she spring to life – he/she jumped  
7 up and ran toward the bedroom door yelling "Natalie!" I turned around and ran out. I  
8 didn't have time to save anything from my apartment. All of my paintings were ruined.

9 Unfortunately, because I keep paint thinner and use oil paints, it seemed to  
10 accelerate the fire once it entered my apartment. The fire burned through the wall  
11 shared by Ryder and my apartments. My gallery show was cancelled since I didn't  
12 have any paintings to show. I am barely making it so I didn't have any insurance to  
13 cover the contents of my apartment and my landlord claims that it and/or its insurance  
14 company won't cover it. I lost everything because of that fire. I've filed suit against  
15 Ryder to try to just cover my enormous losses.

16 I feel horrible that Natalie died that night. I honestly don't know what happened,  
17 but I know the fire didn't start in my apartment.

18  
19 I state under the penalty of perjury under the laws of Oklahoma that the foregoing  
20 is true and correct.

21 Signed this 4<sup>th</sup> day of October in Oaklawn, Oklahoma.

Christian Baylor



DECLARATION OF RYDER BONHAM

1  
2 My name is Ryder Bonham. I am twenty-two years old. I used to live at 5302  
3 Wild Prairie Drive until September 2, 2011. I lost my spouse and my child in a matter of  
4 months. I am devastated to say the least. My whole world has fallen apart in a matter  
5 of a few months. Let me go back to the beginning to explain.

6 Arizona and I met when we were sophomores in high school during a National  
7 Honor Society Meeting. We fell in love with each other almost instantly. We had so  
8 much in common. We both wanted to get out of this small town. We were both  
9 planning on going off to college as we graduated. Our parents were thrilled that we had  
10 met each other because we helped each other study over the next two years. Arizona  
11 graduated valedictorian of our class, and I graduated salutatorian. It was a friendly  
12 competition, but in the end I had not done as well as Arizona in our senior year calculus  
13 class. Nevertheless, we had decided in our junior years that we were going to go off to  
14 the same college and we were both going pre-med. We applied to Yale, Stanford,  
15 Notre Dame, Harvard and the University of Oklahoma. Of course, we were both  
16 accepted to University of Oklahoma, Yale and Stanford. I couldn't get a full ride to  
17 Stanford, so we decided on Yale.

18 The summer after graduation was an absolutely amazing time. We had both  
19 turned nineteen that summer, and we decided to back-pack across the Southwest. We  
20 spent time in New Mexico, Nevada and Arizona. We camped and hiked. We even saw  
21 the Grand Canyon. When I look back at that summer with Arizona, it seems like a  
22 dream. After that summer, we packed our bags and headed to New Haven,  
23 Connecticut. The fall was so beautiful in New Haven, and the classes were challenging

1 to say the least. When we went home for Christmas at the end of the semester, we  
2 were well on our way to accomplishing our dreams. That Christmas at home, we  
3 decided to elope so that we could live together when we got back to Yale.

4 At the end of the second semester, we found out we were going to have a child.  
5 When we came back to Oklahoma, we didn't have any place to live so we stayed with  
6 my mother. Our original plan was to try to go back to Yale in the fall, and work out our  
7 school schedules so that we could both continue to go to school despite the pregnancy.  
8 However, we soon discovered the cost of raising a child was so prohibitive, and that we  
9 would need medical care. Instead, we decided we would stay in Oklahoma and have  
10 the baby, and then, try to go back once the baby was born.

11 When we told Arizona's parents, they were so mad. They were not in favor of us  
12 getting married while we were still in college. They stated many times they knew this  
13 would happen if we got married. I just remember Arizona's parents saying how  
14 disappointed they were, and how immature I was. Even though having a baby was  
15 going to delay our getting our educations the way we wanted to, Arizona and I could not  
16 have been happier. Together, we were invincible. Our beautiful Natalie was born at  
17 12:05 a.m. on February 15, 2010. She was almost our little Valentine's baby.

18 By the time Natalie was born, we were struggling financially to make ends meet.  
19 We discovered the cost of diapers, formula, clothes, daycare and medical costs were far  
20 more than we had bargained for under our initial assessment. Moreover, we were  
21 concerned about the healthcare Natalie was receiving under the state funded medical  
22 plan. After long discussions, when the baby was sleeping, we decided that one or both  
23 of us were going to have to get a job that provided good medical benefits with more pay.

1 With this thought in mind, Arizona and I went to visit the Air Force Recruiting office in  
2 town. Our plan was for at least one of us to join the Air Force. We were given a  
3 multitude of aptitude, mental and physical tests.

4 During a medical examination at the MEPS (Military Entrance Processing  
5 Station) in Oklahoma City, I was told that because I had knee replacement surgery  
6 while I was in high school, due to a sports injury, that I was not qualified to join the Air  
7 Force. I was devastated. Arizona, on the other hand, had no physical limitations.  
8 Because Arizona blew away all of the aptitude, mental and physical tests, his/her career  
9 field options were wide open. We had talked in advance of going about the jobs that we  
10 thought we would want. We had decided before we went that we would both select a  
11 job in the medical profession. We agreed the opportunities we would get would help us  
12 when we were able to finish our degrees and go on to medical school. We both saw the  
13 Air Force as an opportunity to get some valuable real world experience. But on that day  
14 at MEPS, once Arizona knew I wasn't going to be able to join, he/she did a complete  
15 one-eighty on me.

16 After Arizona met with the career counselor at MEPS, he/she approached me as  
17 I waited in the waiting room. I asked him/her what job he/she chose. Arizona was quiet  
18 for a moment. Arizona asked me to sit down and then he/she told me that he/she had  
19 always had an interest in explosives. I knew that Arizona could be really technical  
20 sometimes, but I had no idea that Arizona had such an interest. Arizona then told me  
21 he/she selected Explosive Ordnance Disposal (EOD) as his/her career field. I was  
22 floored. I became very angry with him/her about it on the way home. It was such a  
23 dangerous job. But, by the time we arrived home, I was convinced of Arizona's passion

1 for the job. Although I was worried, I wanted Arizona to be happy given the sacrifice  
2 he/she was making for our family.

3 Despite Arizona's parents' unhappiness with our marriage and our having a baby  
4 at such a young age, once Natalie was born, we were able to mend our relationship, or  
5 so I thought. Arizona's parents were absolutely fuming when he/she told them that  
6 he/she had joined the Air Force and that he/she was going to work with explosives.  
7 While we were at MEPs, Arizona was told that he/she would go to an eight week basic  
8 training at Lackland Air Force Base in San Antonio, Texas followed by a technical  
9 school either at Lackland or Sheppard, which would last approximately seven months.  
10 At that point, Arizona would be assigned to a squadron and a base.

11 As the time approached for Arizona to go off to basic training, our relationship  
12 with each other and our relationship with his/her parents became strained. I felt as if  
13 they somehow blamed me for everything. When Arizona left July 10, 2010 for basic  
14 training, Natalie was almost seven months old. He/She graduated during the second  
15 week of September 2010, and went straight to the technical school at Sheppard Air  
16 Force Base in Wichita Falls, Texas. Natalie and I moved to Wichita Falls so we could  
17 be closer to Arizona while he/she was in technical school. The time we spent together  
18 as a family during those seven months was amazing.

19 Arizona graduated from technical school in April of 2011. Arizona was stationed  
20 at Dover Air Force Base in Dover, Delaware. The squadron he/she was assigned to  
21 was activated and scheduled to leave for Afghanistan in June. Honestly, I was upset  
22 that Arizona was going to be leaving overseas so quickly. Arizona's squadron would be  
23 in Afghanistan for about six months. Because of the short time frame before Arizona's

1 squadron left, Natalie and I lived in temporary housing with Arizona for the couple of  
2 months before he/she left. I spent most of the time upset, but I did my best to be strong.

3 When Arizona's squadron left in June, Natalie and I came back to Oklahoma. In  
4 retrospect, I probably should have stayed in Dover, but I really didn't have time to get to  
5 know anyone else. While we were in Wichita Falls, my mother moved to Florida with a  
6 guy she had met while internet dating. Arizona's parents offered to let Natalie and I stay  
7 with them for the six months until Arizona returned. Everything was okay, but I was  
8 more than a little uncomfortable living there. Arizona's parents were very helpful with  
9 Natalie, but I really liked my alone time with her. I was struggling without Arizona. We  
10 really had not been apart for more than those eight weeks during basic training since we  
11 left for college in the fall of 2008. All I had to cling to was our emails and calls through  
12 Skype.

13 At 10:14 a.m. on July 29, 2011, two men from the Air Force showed up at my in-  
14 laws home. The news they delivered was absolutely devastating. Arizona and two  
15 other soldiers from his/her flight had been killed while trying to detonate a live explosive  
16 in Afghanistan.

17 In all honesty, everything between that day and today is really a blur. My whole  
18 world began to crumble into tiny pieces. My relationship with my in-laws immediately  
19 took a turn for the worse. They blamed me for everything. They told me in so many  
20 words that I killed Arizona. I couldn't take it so Natalie and I moved out. We moved to  
21 an apartment located at 5302 Wild Prairie Drive. It was an old 1920's home that had  
22 been converted to four apartments. It really was a dump, but it was all I could afford on

1 my own. At the time, I was so overcome with grief and panicked that in retrospect I  
2 should have moved to Florida with my mother.

3 The only thing that kept me going was Natalie. She was really all I had left in the  
4 world. While I was finalizing Arizona's affairs, I learned that Arizona had listed a Trust in  
5 Natalie's name as the beneficiary for his/her death benefits from the military. I soon  
6 discovered that Arizona's parents were listed as the Trustees for this Trust. This  
7 revelation rocked me so hard. After everything we'd been through, why didn't he/she  
8 trust me to make decisions about what was best for Natalie? For two days, Natalie and  
9 I didn't leave my bed except to feed her. How was I going to get along? How was I  
10 going to pay for everything that Natalie needed? Arizona's parents tried to call me. The  
11 one time I answered, I asked them why they couldn't just help pay for Natalie's daycare  
12 or give me money to support her. They stated that they thought it would be best if they  
13 took care of Natalie so I could go back to school. I didn't believe them. They just  
14 wanted Natalie to themselves. That was confirmed when my mother/father-in-law came  
15 to my workplace, called me an unfit father/mother and threatened to sue for custody of  
16 Natalie! After everything I had been through, that was just too much.

17 I had gotten a full-time job at a local grocery store as a cashier. The job barely  
18 paid minimum wage. Everything in my apartment came from the second hand store or  
19 a garage sale. And, of course, all of it was old and falling apart, but that fit my  
20 furnishings – like the lamp in the bedroom which flickered every time it was on. It and  
21 everything I owned had definitely seen better days. Luckily, I was able to get Arizona's  
22 cousin Dakota Chandler to keep Natalie during the day for \$100.00 a week, which was  
23 the cheapest day care I could find. With my rent, utilities, daycare, gas and pull-ups, I

1 barely had \$200.00 left to my name a month. Additionally, I had started taking a couple  
2 of on-line classes at the local community college. So most nights, I would come home  
3 to take care of Natalie and then I would do my homework. I was too exhausted to really  
4 feel anything. I felt like a robot on auto-pilot. I tried my hardest to do fun things with  
5 Natalie but I was so tired all the time. One night I was trying to paint her nails and she  
6 grabbed the giant bottle of nail polish remover and managed to spill it all over my bed.  
7 What a mess. Needless to say, she had to go around with only four of her fingernails  
8 painted. My bed was such a mess that I had to sleep on the couch for several nights  
9 until my mattress dried out.

10 The night Natalie died I had worked all day, worked on my homework, and was  
11 on my third day having a head cold. At about 7:30 p.m., I gave Natalie a bath and got  
12 her into her crib at about 8:20 p.m. I cracked open the window a little because I could  
13 still smell a faint odor of the paint thinner that I had used the weekend before to strip the  
14 prior stain and urethane off of the crib that I had purchased at a garage sale. I had  
15 hoped it would help with the smell. Natalie was crying and I still had homework to do,  
16 plus a monster headache, so I closed the bedroom door.

17 After I put Natalie to bed, I took some cold medicine because my head had been  
18 hurting all day. I sat down on the couch and began working on my homework. I had a  
19 paper to write for English, and about 100 other things due. I remember sending the  
20 English paper to my English professor and starting on some of my other homework. The  
21 next thing I remember is someone banging on my door. When I came to, I could smell  
22 smoke so I ran to Natalie's bedroom to get her, but there was so much smoke and  
23 flames were coming out from under the door. I couldn't get to her. I could hear the fire

1 sirens so I turned and started running towards them, screaming and begging for  
2 someone to help me.

3 I don't remember much of anything from that point on. All the faces that night  
4 were a blur, and I still can't believe what happened. If I had only not taken the cold  
5 medicine, my baby would be alive. I thought if I just kept myself busy I would forget  
6 about the pain of losing Arizona. It is my understanding that the Arson Inspector has  
7 issued a report stating that I started the fire that killed my Natalie. Although I feel  
8 responsible for my baby's death, I didn't start any fire and it surely wasn't my intent to  
9 kill my baby. I honestly don't know what happened, and I would do anything to change  
10 what happened that night.

11

12 I state under the penalty of perjury under the laws of Oklahoma that the foregoing  
13 is true and correct.

14 Signed this 20<sup>th</sup> day of October in Oaklawn, Oklahoma.

Ryder Bonham



DECLARATION OF DAKOTA CHANDLER

1  
2 My name is Dakota Chandler. I am the cousin of Arizona Burnett. Arizona,  
3 Ryder and I all went to high school together. In fact, I was the one that introduced  
4 Ryder to Arizona. Ryder and I have been good friends for many years. I would say  
5 other than Arizona, I probably know Ryder the best out of anyone. Ryder is super  
6 smart, funny and really outgoing or at least he/she was until Arizona died. Jerry/Jeri  
7 Burnett is my uncle/aunt. I love my aunt and uncle, but they can be pretty judgmental or  
8 a little holier than thou, if you know what I mean. I know from some of our family  
9 functions that my aunt and uncle were pretty concerned when Arizona and Ryder's  
10 relationship got serious when we were in high school. I think they did pretty well for  
11 themselves graduating first and second in our class, and then going off to Yale.

12 I am probably the only person they told here in our town about their marriage  
13 before it happened. In fact, I was with them the day they went to Arkansas. I  
14 completely understand why Arizona and Ryder didn't tell my aunt and uncle until they  
15 got back to school. Those two were so in love. I wouldn't believe in the whole love at  
16 first sight thing or soul mate thing if I hadn't seen it with my own two eyes. My aunt and  
17 uncle went totally ballistic when they found out. I remember Jerry/Jeri telling my parents  
18 that they were contemplating driving up to New Haven to get Arizona to annul the  
19 marriage. I guess over time they came to accept their marriage.

20 I really wasn't surprised when I found out that Arizona and Ryder were having a  
21 kid. Ryder and I met originally when we were twelve at a babysitter class being offered  
22 at the local community center. I know how much he/she loved kids. I was surprised,  
23 however, when they decided to stay here instead of trying to figure out a way to make it

1 work at Yale. Nevertheless, they were so happy. Again, my aunt and uncle were not  
2 pleased. I remember them saying at a family picnic that summer that they really wished  
3 Arizona and Ryder hadn't rushed off to get married, but that they were glad they didn't  
4 have to explain a child out of wedlock to their church friends. It is all about appearances  
5 with Arizona's parents.

6 Again, I was probably the only one who knew about Ryder and Arizona going off  
7 to join the military. In fact, I think the idea came up when they were over at my place  
8 and a friend of mine who is in the Air Force was visiting. My friend told both Arizona  
9 and Ryder about all of the benefits including the college benefits. I think his words were  
10 "why should you pay for college when the Air Force will do it for you." Personally, I am  
11 not the military type, but I respect those who do join. I didn't encourage or discourage  
12 Arizona and Ryder, but I was surprised that they acted so fast.

13 I was there the day Arizona went off to basic. My aunt and uncle were very upset  
14 and so was Ryder, but Ryder is a very strong person. Ryder was raised by a single  
15 mom, and has one of those "do what it takes" personalities. When Arizona went off to  
16 technical school, I didn't see Arizona or Ryder during that time, but I talked to and texted  
17 with Ryder almost everyday. Ryder told me when Arizona found out that he/she was  
18 going to Dover and that he/she was going to get shipped almost immediately to  
19 Afghanistan. Ryder said how hard that was going to be, but that they would persevere  
20 as they always had.

21 When Ryder and Natalie came back to live with my aunt and uncle after Arizona  
22 went overseas, I must admit I was concerned about how well he/she would do with  
23 them on his/her own without Arizona to play interference. It seemed to be going well

1 actually. Ryder, Natalie and I spent a lot of time together during the period of time  
2 before Arizona's death. Natalie and I really bonded so when Ryder asked me to watch  
3 Natalie during the day while he/she worked after Arizona's death I gladly accepted.

4 Arizona's death really hit the family hard. Jerry/Jeri said some pretty terrible  
5 things to Ryder about it being all of his/her fault. Ryder packed up and moved out with  
6 Natalie. Ryder later told me that he/she found out while handling all of Arizona's  
7 financial affairs that Arizona had set up a trust with his/her parents which identified  
8 Natalie as the beneficiary and Ryder as the contingent beneficiary. Ryder told me how  
9 hurt he/she was that Arizona had left all of his military death benefits to the trust, and  
10 that Ryder's parents were the sole trustees, which meant Ryder would have to beg  
11 them for money for Natalie. Ryder is a very strong person, and I am sure when he/she  
12 moved out he/she was acting out of pride.

13 I either saw or communicated with Ryder on a daily basis after Arizona died. In  
14 fact, I was with Ryder when we went around to garage and estate sales to get furniture  
15 for Ryder and Natalie's apartment. In private, he/she was completely beside  
16 himself/herself with grief. However, in public, Ryder rarely let others see how much  
17 he/she was grieving. From what I observed, Ryder took solace in Natalie. Ryder  
18 worked because he/she had to in order to survive. Ryder went to school because  
19 he/she was determined to provide Natalie a better life and not be dependent on anyone  
20 else. Honestly, I think what drove Ryder during those weeks after Arizona's death was  
21 his/her desire to show my aunt and uncle that he/she didn't need their approval or  
22 money to survive and his/her desire to be strong for Natalie.

1           Unfortunately, the act Ryder was putting on during those weeks was beginning to  
2 take its toll on him/her emotionally. He/she just couldn't find the energy to do ordinary  
3 things, like make dinner or pick up the house. The last time I was over at Ryder's place,  
4 the bedroom was a total mess, with piles of clothes and toys everywhere. I could also  
5 see the physical toll it was taking as well. Ryder seemed to always be sick. He/she  
6 was running himself/herself into the ground. One day Ryder sent me a text message  
7 stating that he/she simply couldn't do it anymore. At one point in time, I believed that  
8 despite how much Ryder loved Natalie that they would be better off living with my aunt  
9 and uncle. I sent Jerry/Jeri a message through Facebook® indicating the same.  
10 However, at the time of Natalie's death, Ryder seemed to be doing better emotionally.  
11 He/she had brought over some pictures and mementos of him/her, Arizona, and Natalie  
12 and talked about wanting to preserve those items from happier times. And although I  
13 thought it a little strange, I assumed he/she was talking about creating a scrapbook or  
14 something like that. Given his/her prior emotional state, I didn't ask too many questions.

15           I couldn't understand why my aunt and uncle wouldn't simply give Ryder money  
16 to help. Instead, they insisted that the only way they would help financially was to have  
17 Ryder and Natalie move back into their home. It is just like my aunt and uncle to want  
18 total control. Ryder was adamantly against it, and I understood his/her reasons. And,  
19 then for them to threaten to sue for custody! That just put Ryder over the edge!

20           When I found out about the fire and Natalie's death, I immediately tried to talk  
21 with Ryder. He/she was so devastated. I believe Ryder doesn't care what happens to  
22 him/her now. I refuse to believe what the police and arson investigator are saying about

1 | Ryder starting the fire. Ryder loved Natalie more than his/her own life, and he/she  
2 | would have never done anything to harm Natalie.

3 |

4 | I state under the penalty of perjury under the laws of Oklahoma that the foregoing  
5 | is true and correct.

6 | Signed this 20<sup>th</sup> day of October in Oaklawn, Oklahoma. *Dakota Chandler*

7 |

DECLARATION OF SANDY KIBBLE

1  
2 My name is Sandy Kibble. I am an international fire expert specializing in the  
3 investigation of fires and explosions, including origin and cause, arson investigation,  
4 commercial and residential, automobile and vehicular fires. I have a bachelor's in science  
5 in fire science from Eastern Kentucky University. I am a certified fire inspector by the  
6 International Association of Arson Inspector's, Inc. I have investigated as a primary  
7 investigator and/or assisted with investigations of nearly four hundred fire/arson  
8 investigations. In addition, I have attended approximately 40 hours annually of vocational  
9 training in various aspects of fire and arson investigation, during the entirety of my twenty-  
10 two-year career as a fire investigator. I spent two of those years as a firefighter in the  
11 arson unit and investigator with the Arkansas State Police and have been a private fire  
12 investigator consultant for the past twenty years. Private practice is definitely more  
13 lucrative, as I charge \$200 per hour for document review and consultation, and \$250 per  
14 hour for deposition and trial testimony. That certainly is more than the \$47,000 per year  
15 I was making as a firefighter in the arson unit! I am also a certified private investigator,  
16 licensed by the State of Oklahoma. Since 2006, I have maintained a blog entitled "Arson  
17 Investigations: Myths and Truths". Some of the older investigators don't like the criticisms  
18 of their voodoo approach to fire and arson investigation, but I believe that science rather  
19 than urban legends should ground a fire investigation.

20 I was retained in this case by counsel for Ryder Bonham to review the fire scene  
21 records, including photographs, laboratory reports, reports, witness statements, and any  
22 other evidence and thereafter provide my expert opinion as to the origin and source of the  
23 September 2, 2011, fire at 5302 Wild Prairie Drive. In anticipation of rendering an opinion,  
24 I have reviewed the following materials:

- 25 • Arson Investigator's Report (Statement)
- 26 • Photographs taken by the Oaklawn Fire Department of the fire at 5302 Wild  
27 Prairie Drive
- 28 • Laboratory results from samples taken by Oaklawn Fire Department

- 1 • Witness statement from Christian Baylor
- 2 • Witness statement from Jerry/Jeri Burnett
- 3 • Witness statement from Dakota Chandler
- 4 • Witness statement from Ryder Bonham
- 5 • Weather reports from September 2, 2011

6 I also was able to conduct an on-site investigation of the scene on September 30,  
7 through arrangements with the landlord. Although clean-up had begun two days prior, I  
8 was able to take measurements and use the photographs together with my observations  
9 to make a sketch of the scene. I have provided that sketch to the lawyers for Mr./Ms.  
10 Bonham.

11 In making an opinion, I have relied heavily on the National Fire Protection  
12 Association (NFPA) 921 standards for fire investigation. Applying these standards to the  
13 evidence in this case, I must conclude that the fire here was accidental – a tragic accident  
14 at that.

15 I concur with Investigator Taylor that the fire likely started in the bedroom on the  
16 north side of Mr./Ms. Bonham's apartment. Because of the presence of flashover, the  
17 precise point or points in the room where the fire started cannot be determined with any  
18 degree of certainty. I note, however, that the level of fire damage on the east wall suggests  
19 that the fire may possibly have started along that wall. On that wall was an electrical outlet  
20 that suffered extreme fire damage and, noted in the investigator's report, was a lamp with  
21 a burnt cord adjacent to this outlet. While the investigator concluded that the lamp and the  
22 outlets were "victims" of the fire rather than causes, I do not believe that this conclusion  
23 can be made with any degree of scientific certainty. It certainly is just as plausible that this  
24 lamp and/or the outlet in this 1920s home, caused or contributed to the fire as were  
25 victims. Also, witnesses indicate that Mr./Ms. Bonham was not a tidy housekeeper. If  
26 clothing or another item had been placed close to or over the lamp, especially if such an  
27 article had been exposed to paint thinner or acetone, it is also just as likely that the fire  
28 started by the heat caused by the cloth on the lamp.

1           Because the room had suffered from flashover – where it is fully engulfed in flames,  
2 any “V” patterns or evidence suggestive of pooling or points of origin are of no evidentiary  
3 value as the patterns themselves could have been caused by normal flashover burning.

4           With respect to the presence of accelerants, I find it interesting that Investigator  
5 Taylor credits the explanation of Mr./Ms. Baylor for the use of accelerants in his/her  
6 apartment but does not credit the explanation of Mr./Ms. Bonham. If Mr./Ms. Bonham had  
7 recently stripped the crib by using turpentine or paint thinner, the presence of this chemical  
8 on the surfaces of the crib or even underneath the crib would not be suspicious. Indeed,  
9 a charred can of paint thinner was found in the room. Given the heat of the fire, the can’s  
10 lid had burst and the can had spewed whatever remaining paint thinner on the floor area.  
11 Similarly, the presence of the acetone on Mr./Ms. Bonham’s mattress is not suspicious. If  
12 Mr./Ms. Bonham had spilled nail polish remover on his/her mattress previously, as  
13 indicated in his/her witness statement, that would be consistent with the finding of acetone  
14 on the mattress.

15           In the last ten to fifteen years, fire investigation has moved away from the traditional  
16 “experience and instinct” art it was believed to be and become more grounded in science.  
17 The understanding of flashover and its creation of irregular burn patterns once believed to  
18 be “pour patterns”. Another sign previously believed to be an indicator of arson was the  
19 presence of crazed glass – the web of fine lines on glass after a fire, once thought to be  
20 caused by an extremely hot fire that could only be caused by arson. It is now known that  
21 crazed glass is caused by the firefighter’s cold water hits hot glass. These outdated and  
22 disproved concepts have no place in modern fire investigation.

23           As noted above, the scientific principles support the conclusion that the fire  
24 originated on the east wall, possibly because of an electrical short either in the outlet or the  
25 lamp cord. The fire was fed by the oxygen coming in from the open window. Because the  
26 weather reports indicate that the early hours of September 2 was breezy, the breeze would  
27 push the flames back into the room. The fire spread and, when it met the accelerant – it  
28 spread in those areas even more quickly. Based on the first responders’ report, the room



1 was full engulfed when they arrived. Based on the size of the room, flashover likely  
2 occurred within four minutes.

3 If the bedroom door was closed as the evidence indicates it was, it is very possible  
4 that the smoke detector in the hallway did not go off until it was too late – once flashover  
5 had occurred the bedroom would have been inaccessible absent fire protective gear and  
6 training.

7 Applying the most up-to-date scientific tools rather than just folklore passed down  
8 for generations, it wouldn't be prudent to classify this fire as incendiary. This fire should  
9 have been classified as accidental with the likely causes attributed to electrical wiring (the  
10 outlet or the lamp) or the presence of flammable material in contact with a hot lamp. I am  
11 making these conclusions to a reasonable degree of scientific certainty.

12

13 I state under the penalty of perjury under the laws of Oklahoma that the foregoing  
14 is true and correct.

15 Signed this 24<sup>th</sup> day of October in Oaklawn, Oklahoma.

*Sandy Kibble*

16

17

18

19

20

21

22

23

24

25

26

27

28

# OKLAHOMA STATE BUREAU OF INVESTIGATION



**Forensic Science Center**  
800 East 2<sup>nd</sup> Street  
Edmond, Oklahoma 73034-5309

(405) 330-6724



Accredited Since  
2001

## CRIMINALISTICS EXAMINATION REPORT

LAB NO.:	2011-007777	Reported To:	Terri/Terry Taylor
	Report# 1	Address:	Oaklawn Fire Department 221B. Baker St. Oaklawn, Oklahoma 73000
Date Received:	Sept. 10, 2011		
Date Reported:	Sept. 30, 2011		
Classification of Case:	ARSON	Submitted By:	Joe Shmoe, Oaklawn Fire Department

Subject(s): Ryder Bonham

Victim(s): Natalie Burnett

**Reference:** Oaklawn Fire Department Case#: 10-12345

**Description of Evidence:**

- Item 1 One sealed gallon-sized can containing "Y1 Bedding Remnants"
- Item 2 One sealed gallon-sized can containing "Y2 Fire Debris"
- Item 3 One sealed gallon-sized can containing "X1 Carpet Remnant"
- Item 4 One sealed gallon-sized can containing "X2 Fire Debris"
- Item 5 One sealed gallon-sized can containing "X3 Carpet Remnant"
- Item 6 One sealed gallon-sized can containing "X4 Crib Railing Debris"
- Item 7 One sealed gallon-sized can containing "X5 Crib-Mattress Fiber Debris"

**Results and Conclusions:**

- Items 1-2 Sample Contains an ignitable liquid in the Acetone class.
- Items 3-7 Sample Contains an ignitable liquid in the Turpentine class.

Pursuant to Title 22 O.S. Section 751, I hereby certify that I am the maker of this document, and that it is a true and correct report of the finding of the Oklahoma State Bureau of Investigation Criminalistics Laboratory.

*Terri/Terry Taylor*



**Terri/Terry Taylor**  
Arson Inspector

The City of  
**Oaklawn**

Fire Department/Investigations  
1234 Broadway Blvd.  
Oaklawn, OK 73000

405/123-4567  
Fax 405/123-4578

*J. John Smith*

**J. John Smith**  
Criminalist Investigator



## Trust Agreement

Trust Agreement made between Arizona Burnett, the "Settlor", and Jerry/Jeri Burnett, the "Trustee" do enter into a LIVING REVOCABLE TRUST under the following terms:

1. TRUST PROPERTY. Settlor, for good and valuable consideration, exchanges, assigns, and transfers to the TRUST all his/her assets for the sole benefit of Natalie Burnett.
2. TRUSTEE POWERS. The Trustee shall have the following powers:
  - (a) To buy, sell, hold, convey, encumber, rent, hypothecate, repair, destroy, improve, deduct, retain, expend, pay out, incur expenses, invest, lease any property, money, or value of the Trust, or any additional property which may be received by the Trustee, whether or not income producing, as is deemed appropriate by the Trustee.
  - (b) To compromise, settle, arbitrate, sign, agree, negotiate, or defend any agreement, contract, claim or demand in favor of or against the Trust or act through any agent or attorney-in-fact.
  - (c) To borrow or lend money for any purpose, and/or to secure the repayment by note, mortgage, trust deed, contract, interest in, security, pledge, or encumbering the Trust.
  - (d) The Trustee may freely act under all or any of the powers of this Agreement in all matters concerning the Trust, without the necessity of obtaining the consent or permission of any interested person or of any court. The powers granted to the Trustee may be exercised in whole or in part, and shall be supplementary to and not exclusive of the general powers of a trustee pursuant to law, and shall include all powers necessary to carry them into effect.
  - (e) Each Trustee acknowledges and enters into this contract and position as Trustee by any positive action regarding this Trust such as signing any bank document, or other written document as Trustee of this Trust. Trustee may

open bank accounts requiring only one signature. Trustee has the power to appoint signers of bank accounts.

3. CORPUS AND INCOME. The Trustee shall determine the allocation between corpus and income and as to the beneficiaries.
4. DISTRIBUTIONS. The Trustee shall have the sole discretion to make distributions in such amounts as the Trustee deems appropriate to provide for the health, education, maintenance, and support of Natalie Burnett, daughter of Arizona Burnett. Upon Natalie Burnett's 21<sup>st</sup> birthday, any amounts remaining in the trust shall be distributed in full to Natalie Burnett.
5. BENEFICIARIES. No title to any of the Trust assets shall vest in any Beneficiary until the actual termination of this Trust, and no asset shall be liable for any debts of any Beneficiary.
6. CONTINGENT BENEFICIARIES. In the event of the death of Natalie Burnett prior to the date in which the Trust is to be distributed to Natalie Burnett, as set out in paragraph 4 above, the Trustee shall immediately distribute the Trust assets in full to my spouse, Ryder Bonham.
7. COMPENSATION OF TRUSTEE. The Trust shall pay all expenses.
8. BOND. No Trustee shall be required to give any bond or other security.
9. REVOCABILITY. This Trust is revocable, and the Settlor does not waive all rights and powers, whether individually or in conjunction with others, and regardless of when or from what source he/she may have acquired such rights or powers, to alter, amend, revoke, or terminate the Trust, in whole or in part. The Trustee may further define or amend this Trust to conform to insurance, banks, or for the benefit of the beneficiaries. After the Settlor's death, this Trust shall become irrevocable.
10. TERM. The term of this Trust is no more than twenty-one years. This Trust shall automatically expire upon distribution of the Corpus of the Trust.
11. COPIES. An exact reproduction of this document, such as a photocopy or fax shall be relied upon as an original document. This trust replaces and supersedes all previous trust agreements, if any existed; and has been executed under the Laws of Contract of the United States and situs shall be wherein assets domicile.

Dated 6/30/2010

Arizona Burnett

Arizona Burnett, SETTLOR

Jerry/Jeri Burnett

Jerry/Jeri Burnett, TRUSTEE

Each of us declares under penalty of perjury under the laws of the United States of America that the above signatories signed this document in our presence, all of us being present at the time, and we now sign below as witnesses, declaring that the signatories appear to be of sane mind and under no duress, fraud or undue influence.

Sally Smithouse

WITNESS

Jacob Champion

WITNESS

Castalina Johnson

WITNESS

000054



Exhibit 3



Ryder Bonham <rbonham@gmail.com>

---

## Research Paper

1 message

---

**Ryder Bonham** <rbonham@gmail.com>  
To: "Christina Smith" <csmith@occ.edu>

**Thursday, Sept 1, 2011 at 9:54 PM**

Professor Smith,

I attached my paper that's due to this email. Any idea when we'll get our grades back?

Thanks,

Ryder

 **ResearchPaperEng102.docx**  
10K



October 20, 2011

Christian Baylor  
2330 Oak Street  
Oaklawn, OK 74951

RE: *Insurance Demand*

Dear Mr./Ms. Baylor:

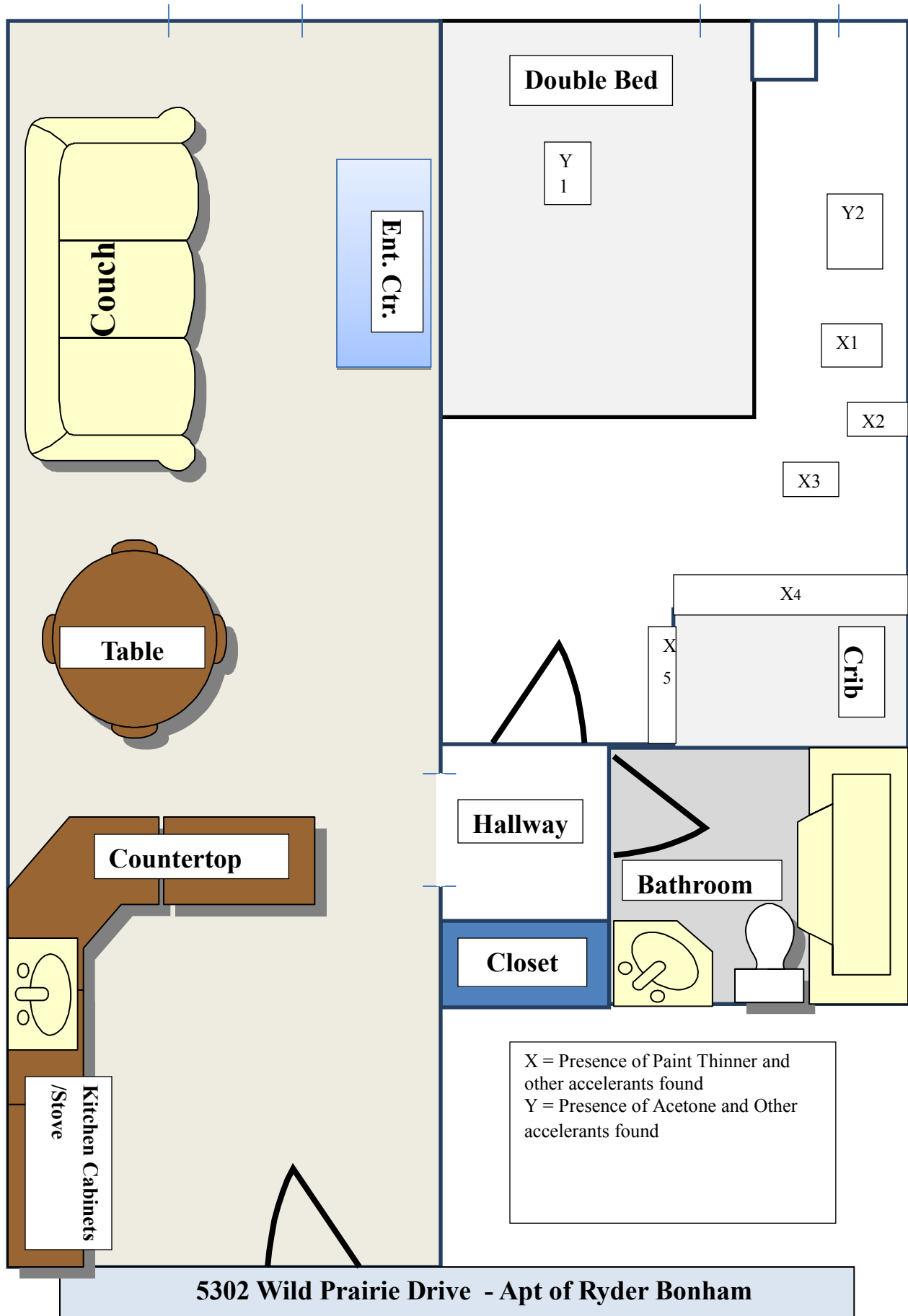
I am in receipt of your letter dated September 9, 2011, in which you purport to make a “claim” for **\$850,000** for damages to your paintings in the **September 2, 2011** fire. In your lease in Section 5.8, it clearly states that the landlord carries only liability coverage on the structure itself and that you were advised to carry **renter’s insurance to coverage any of your belongings in the event of this type of tragedy**. If you have such insurance, I’d suggest you make a claim with your insurance company. Regardless, neither Hummingbird Property Management nor its insurer is liable for the losses of any personal property.

Sincerely,

*Ramona Hummingbird*

Ramona Hummingbird





facebook

Search

**Dakota Chandler**

August 23, 10:34 pm

im really worried about Ryder. i think [he/she] is losing it. i think it may b time 4u guys 2 bury the hatchet b4 its 2 late

**Jerry/Jeri Burnett**

August 24, 7:23 am

We've offered to help but Ryder wants no part of it. What's going on?

**Dakota Chandler**

August 24, 11:34 am

just the other day Ryder was saying that [he/she] didnt kno how much longer [he/she] would b able 2go on...in addition 2 questionable mental health, [he/she] is always sick and cant remember basic things. Ryder arrived this morning and i went 2 pull Natalie from her car seat and Ryder had forgotten 2 strap her in. im really worried

**Jerry/Jeri Burnett**

August 24, 12:36 pm

That's horrible! Thanks for telling me. I will talk to my [husband/wife] tonight to see what can be done. Arizona would never forgive us if we didn't do everything within our power to protect-Natalie-even if that meant protecting her from Ryder.