

CASE No. 20240124-01

7912 Shalamar Drive El Cajon, CA 92021 619-743-1425 / 619-647-9720 California PI License: PI-27338

Date: February 6, 2024

To: Andrew Flores - Attorney

From: Efrain Garcia
Plaintiff: Amy Sherlock
Investigation Type: Witness Interview
Date of Request: January 24, 2024
Date Assigned: January 24, 2024

Assigned: Investigator, Michael Mercurio



WITNESS INTERVIEW

The following information and Witness Interview Report is being provided to the client, Attorney Andrew Flores

Assignment

This assignment was received on January 24, 2024, along with the necessary information to conduct an interview of witness, Eulenthius "Duane" Alexander and provide a thorough and detailed Witness Interview Report. The main task of this assignment is the collection of document evidence from Alexander. The provided information was reviewed and used as the criteria to conduct the interview:

Witness: Eulenthius "Duane" Alexander

Phone: (702) 350-9699

The interview was assigned to Investigator, Michael Mercurio. The following is his documentation of the assignment:

Plaintiff Amy Sherlock Interview/Investigation

Background

As per Attorney Andrew Flores' instructions the task is for an Investigator is to meet with a witness in Flores' Civil Court Filing identified as **Eulenthius "Duane"** Alexander. Alexander is in possession of copies/facsimiles of a document/s alleged to be fraudulently signed. Attorney Flores cannot accept this evidence directly from this witness without becoming a witness in his own Court Complaint Filing, thus requiring an independent person to act on his behalf in taking possession of the document(s). Questions of this witness about the alleged fraudulently signed document(s) may also take place.

Pre-Investigative Case Activity: I was assigned the task by Efrain Garcia of E.G. & Associates Investigations on January 24, 2024. Efrain Garcia provided me with a verbal synopsis of the task to be performed and the objective to be accomplished as needed by Attorney Flores. Efrain Garcia was notified of my failed attempts to contact Attorney Flores. Later Garcia advised me to retry telephone contact with Attorney Flores. Upon doing so, I connected with him.

Attorney Flores explained he has filed a Civil Complaint action on behalf of his Client, Ms. Amy Sherlock. Atty. Flores explained that a witness identified as Eulenthius "Duane" Alexander has

come forward in this case who reports to be in possession of copies/facsimiles of document(s) supporting Flores' contention that acts of fraud were perpetrated against his client. Flores stated he could not offer to accept the document/s directly from this witness without becoming a witness in his own Civil Court action, and therefore needs an Investigator to meet with the witness and take possession of the document(s) and brief interview. In this way, the Investigator becomes an additional witness to the turnover of the alleged fraudulent document(s). An understanding was verbally agreed to between Atty. Flores and me that questioning about the document was permissible, however no questioning regarding the allegations contained within the Court Filing Case would take place. As well, the authenticity of the document/s is not to be made by the Investigator, just the acceptance of the document(s) from the witness and an interview of the witness as to the circumstances of the turnover of these documents would take place. We were both in agreement. Flores provided me with the witness' telephone number of (702) 350-9699 and no other information.

I telephoned witness Alexander twice on January 26, 2024, with no success. I left messages both times advising Alexander that I was acting on behalf of Attorney Andrew Flores and wished to set up a meeting. I offered that if Alexander were too busy, then to at least text me and I'd work around his schedule. I left my mobile number, but there was no reply. I contacted Efrain Garcia of E.G. & Associates and informed him I left two messages without success. Efrain Garcia made contact with Attorney Flores, who in turn called Mr. Alexander, then Garcia called me back to have me retry telephone contact with the witness. I complied and on January 29, 2024, and Mr. Alexander answered.

Investigative Activity - February 5, 2024, and Forward: In my call to the witness, I informed Alexander I represented E.G. & Associates who had been retained by Attorney Andrew Flores to meet with him and take possession of the documents he possessed. I explained I would record the event, as I had only a couple of questions to ask him about his possession of the documents.

Alexander told me he wished to meet only in a public setting, preferably a coffee shop and could do so on either Friday, February 2, 2024, at noon or Monday, February 5, 2024, at noon. I agreed to call him Thursday, February 1, 2024, so we could firm up the meeting, Friday or push it to the following Monday, as well as set a location to meet. I called Alexander the morning of Thursday, February 1, 2024, and we mutually agreed to meet on Monday February 5, 2024, at noon because of the heavy rains expected on Thursday and Friday. I selected the Denny's Restaurant in Rancho Bernardo just off Hwy. 15 North, as it provided easy access, a quiet setting for recording, and is in a locale where neither one of us would likely be recognized. We agreed.

I arrived at Denny's Restaurant at about 11:30am that Monday. Roughly 15 minutes later, E. Alexander texted me that he had a late client and was running roughly one-half hour late. He asked if we could possibly meet at a coffee shop closer to his location. I told him that was possible and asked what he had in mind. I didn't get a reply for almost another one-half hour. Alexander texted that he wished to meet at the Coffee Bean Coffee Shop at Ruffin Road and Clairemont Mesa Boulevard. I replied this was fine and told him we'd instead meet at 1:00pm to allow me driving time.

I arrived at the Coffee Bean Coffee Shop a few minutes before 1:00pm. The witness arrived at about 1:20pm. This venue proved to be a poor choice, as there were only three tables inside and all were full of people and children talking loudly. Also, a stereo system played Hip Hop music loudly, with loud calls for coffee orders constantly. This wasn't conducive to recording any sort of conversation. After a lengthy wait for a table, Alexander and I sat at a table. I again explained to the witness that my only part in the lawsuit filed by Attorney Andrew Flores, is to take possession

of the documents that he is in possession of, and that I have no part in investigating any other matters contained within the lawsuit, including whether the documents themselves are fraudulent. The witness said he understood.

Witness Alexander" placed the documents on the table. He removed a paperclip that held the bundle together, separating three yellow pages of $8 \frac{1}{2}$ " X 11" handwritten notes from another eleven similar sized pages of computer printouts. Before the witness began explaining the documents, I asked the following questions:

Interview

Q: Did you speak with Attorney Andrew Flores about all documents you have in your possession, and if so, are these documents the very same documents the Attorney is expecting? Are you withholding anything?

A: Alexander replied that these are the documents he told Attorney Flores he had, and Flores is expecting them. He said he is not withholding any documents.

Q: Are there any additional documents you did not mention to Attorney Flores, but are willing and able to provide to him?

A: Alexander said these are all of them, but vowed if he were able to get his hands on more, he would turn them over. Alexander voiced vitriol toward "Steve Lake" who figures prominently in the Flores lawsuit.

Alexander then pointed to pages ten and eleven of the computer printout stack and said these signature pages from a legal document written by a law firm, contain a signature appearing to be that of the Plaintiff, Amy Sherlock, in Attorney Andrew Flores' lawsuit, and that he would testify in a court of law that the signature of Plaintiff Amy Sherlock on that document copy is fraudulent. The witness Alexander went on to say his handwritten notes name people, places and things in chronological order that show the signature couldn't possibly be that of Amy Sherlock. The witness Alexander began getting visibly angry, blaming "Steve" for the fraud, and saying he himself had been the victim of "Steve" and this is why he's cooperating with Attorney Flores. I changed the subject frequently, as Alexander easily became agitated when talking about "Steve", a business partner. I got the witness to concentrate only on discussing the documents. Within the eleven pages of computer printouts, were numerous emails Alexander took part in which shed more light on his contention that "Steve" was not "trustworthy, was manipulative and a liar" as Alexander put it.

E. Alexander pointed out the three yellow tablet sheets with his handwritten notes. He said the information contained on these three pages were facts, dates and occurrences Attorney Flores had asked him to memorialize. No questioning of these pages was undertaken, as they had to do with the facts Attorney Flores used in his court filing and were clearly outside the investigative realm set for EG & Associates by Attorney Andrew Flores. Our meeting lasted almost two hours before we parted ways.

Alexander's Notes:

Turnodous d To Start, Had County license Fax Salo I Know or Balbon For Gold, But of divy Know STELL BUNE IT WHEN DECONATING PARSONS. HE Told No He Bas ME TWESTOR J REST Bestgeny Kenny & Browen Had Pack WAS POSETUCES TO lICE SE Way I do a deal wonours pose Twen 1 5:5 + Bus I an /corst \$ 50% /50% (1) HE NOS looking out For 14.5 Family & Jany MANUALLO ATTORICH, AS RAB 50% PH 50% RAB REMY STEVE AS TOURTOR TOOK landlond position. 45 didn't NAM ASS NAME ON GOOKE. My Ageteray "SIEVE PAS Always FF I gave Him His 2mg Truesment. THAT HE NOWIL WAIK Ausy, + I would lowing 25% of pay Marrys ABOUT 2ny MILEN Solds Signe I feare were that language - Agreetery Was THAT-Troy Id par In Sook To Sound OFEN bUSINESS. I En le I 49 Standing oven 950K Q loss FIRST 5 /EARS. - ONLE BIZ STARTE I PYENING Up, RENNY VANTE & ALMERK THET W SPERT, RUNY + BAS TO EDY AIN SEOK PEGATIVE But with bir Subliced Ing Remay on Payroll for FIX PER MONTH

IN Minson 2021 BUSINESS WENT FROM MEDILA/ TO RECOGNIZATE AT THAT DOIN JUNES TO EXERCISE MIR AGRECUENT & PUNCHES THE PROPERTY. AT THIS DOINT STEVE Good HE Rough NOT HONOR HIS word @ 2mm But HA could solle \$2.7. - I found AN FINESTOR To DO \$2.7 & MET NSHIRE TI DISCUSS last DETAILS. + PAYMENT OF 25 % Which I EXPECTE & TO BE- 175K (3) HE Told NO HE USY / I NOT HONDE 25% @ HE SOID BILEN PRE SIGNE & Ag. My THOUGHTS an (2) WAY IS HE Telling Mr. THIS Dound like aly wo Rody would to THETE & Trying To GRENTE NGARATINE FORKE FOR CANTES FOR 1) Sis non Filed lawsoit or lawsdit was Still PEN L'NG - AT THIS POINT I CANCELLED THE PURCHASE AGREE WENT... - Similaressly, I was recusse Aq To pulled St. 500 % - Mode look Deposit. Pidnot Move Frenched Bernise post D HE TRAKESEL THAT , HE WAS NOT PAYING ANY Any TELL & BELLE SOILE FROM THEM F D Blad Goot din the part of THE Big @ welich

- I down Know Exper Domils of All THE Thing. THE WENT ON PUT & CAN SAG THAT I APPENDED THAT THEY WENT FUTO Fruit Any Postion, Star Bred, Penny All SPURPING THE DECK, FOR THEY SE (VES. I USING ME AS A PAUN. - IIIII 2023 - STEVE Sold PROSERTY -I DEPOSITE 2004 RENNY ON 650K PURCHASE Ag. Bothwix 1458K - ATTER THINKING ABOUT All THE MEETINGST PIFFENT STURIES THEY TOLD OVER THE VEARS I pay dol To pool @ old EMAILS ... THEN I RENEW board RAB + SOON THAT ATTORNEY L. of NOT HAVE ANY CHIRACT FUTO THEREFIRE NONE OF THIS WAS PRINTERS LOT HER, But HOR NAME WAS SIGNED ON BAS SIGNENT. Jan Sait - To Convoluted .. SHOUL PENNE COSPIESCY language + BE Siever Tours Steve, Bryd, + Remy - Revery 6Her/ I DE MANT I SECONDARY TO STEVE. THEY WERE IN COHOURS THE WHOLE TOME

Alexander's Notes (Transcripts): Transcription of Alexander's handwritten notes provided to Investigator Michael Mercurio, during their meeting of February 5, 2024 – Transcription has been verified by Investigator Efrain Garcia, for accuracy.

Page 1

Introduced to Steve. Had county license for sale.

I knew of Balboa for sale. But I didn't know

Steve owned it when negotiating Ramona.

He told me he was the investor and

- 2) Brother Renny
- 3) Brother had pact

Was partners in license 3) would do a deal w Brothers' partner

& sis and Brad on license @ 50%/ 50%

4) He was looking out for his family/Amy

The original agreement was drafted by

Steve's attorney as RAB

50% PH 50% RAB Renny

Amy

Brad

Steve as investor took landlord position. He didn't

Want his name on the license

My agreement w Steve was always if I gave

Him his \$2mm investment that he would walk

Away..& I would receive 25% of any moneys

Above \$2mm when sold

Signed lease with that language

Agreement was that I would put in \$200K to start

Open the business. I ended up spending over \$850K

@loss first 5 years.

Once business started picking up Renny wanted a check

I met w Steve Renny and Brad to explain \$850K negative

But when biz stabilized I put Renny on payroll for \$5K

Per month

Page 2

In winter 2021 business went from

Medical to recreational

At that point I wanted to exercise our agreement

+ purchase the property.

At this point Steve said he would not honor

His word @ \$2mm but he would sell @\$2.7mm

I found an investor to do \$2.7mm

- + met w Steve to discuss last details
- + payment of 25% which I expected to

Be \$175k.

- 2) He told me he would not honor the 25%
- 3) He said Biker pre signed ag (agreement?) My thoughts...
 - 1) Why is he telling me this
 - 2) Sounded like a lye (lie?) nobody would do that
 - 3) trying to create narrative in case I'm called in
- 1) Sister filed lawsuit or lawsuit was still

Pending

At this point I canceled the purchase agreement

Simultaneously, I had purchase ag to purchase

50%- made \$100k deposit. Did not move forward because Steve past

At some point prior to this agreement I met with Renny

A few times to discuss details of PA

He expressed that he was not paying Amy

Anything because Biker stole from them +

1) Brad "gave him" his part of the % @ which

Page 3

I don't know exact details of all the

Things that went on but I can say

That it appears that they went into

Fuck Amy position. Steve Brad, Renny all

Shuffling for the deck for themselves

+ using me as a pawn

Winter 2023

- Steve sold property
- I deposit \$200K Renny on \$650K

Purchase Ag Balance \$450K

After thinking about all the meetings +

Different stories they told over the years

I decided to look @ old emails

Then I remembered RAB + seen that

Attorney did not have Amy contact info

Therefore none of this was received by

Her, but her name was signed on RAB agreement.

Lawsuit

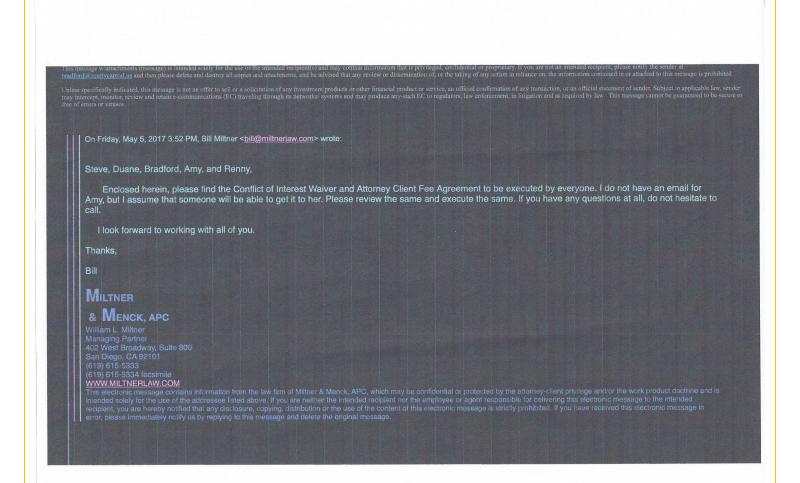
To convoluted. Should revive conspiracy language

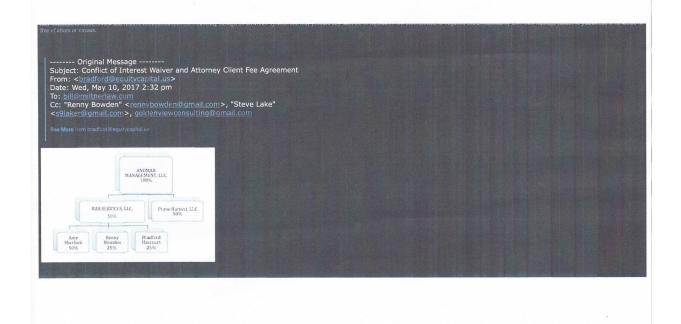
+ be direct towards Steve, Brad and Renny

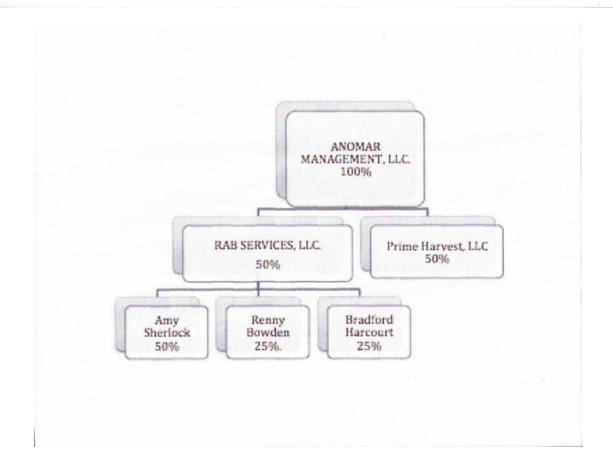
Renny should be named secondary to Steve.

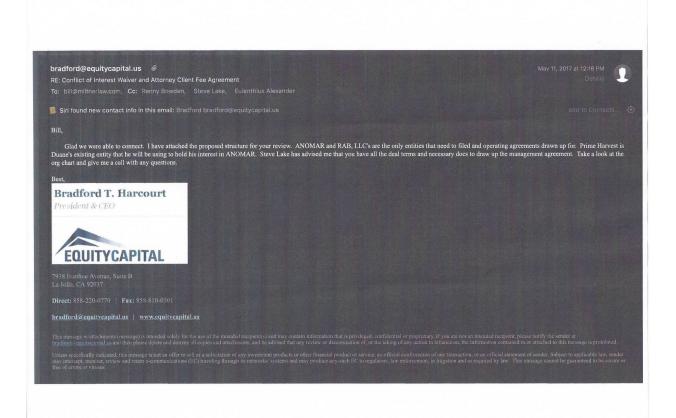
They were in cohoots (cahoots) the whole time.

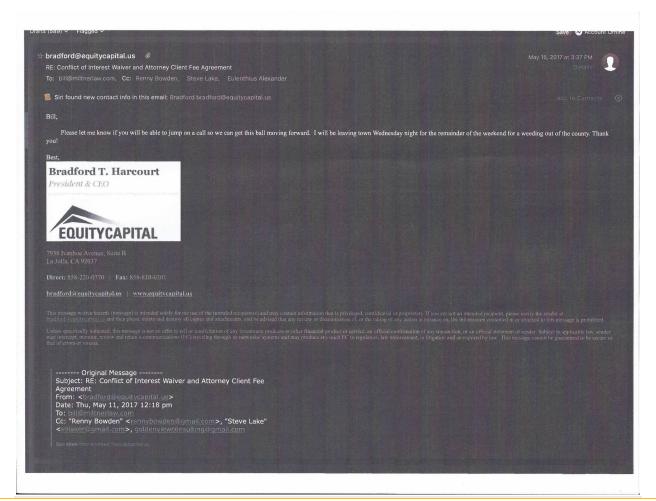
Emails Provided by Alexander:











WILLIAM L. MILTNER
WALTER E. MENCK
ROBERT C. HARVEY
AUTUMN S. FRYE

MILTNER & MENCK, APC

EMERALD PLAZA 402 W. Broadway Suite 800 San Diego, CA 92101 (619) 615-5333 (619) 615-5334 Fax

WWW.MILTNERLAW.COM

May 5, 2017

Sent Via Email: s9laker@gmail.com; Steve Lake Sent Via Email: rennybowden@gmail.com; Renny Bowden

Sent Via Email: dalexander@gethichi.com Duane Alexander Amy Sherlock

Sent Via Email: bradford.harcourt@att.net
Bradford Harcourt

Re: Conflict of Interest Waiver

Dear Steve, Renny, Duane, Amy, and Bradford,

You have asked us to represent both Steve Lake (hereafter Client A), Renny Bowden (hereafter Client B), Duane Alexander (hereafter Client C), Bradford Harcourt (hereafter Client D), and Amy Sherlock (hereafter Client E) to provide legal counsel in connection with a cannabis business venture, including assisting with forming entity structure of venture and general counsel regarding the same ("Subject Action"). As you are aware, our representation of Client A, B C, D, and E may create certain conflicts of interest, in that the interests and objectives of each client individually on certain issues related to the Subject Action are, or may become, inconsistent with the interests and objectives of the other.

Our representation of multiple interests has significant implications which you should consider. For example, rather than our vigorously asserting a single client's interest on an issue, there likely will be a balancing of interests between the parties represented. For example, there may be grounds to settle on behalf of one party, but not the other which may be sources for potential conflicts. Terms that are advantageous to one party are typically disadvantageous to the other party. Further, in the event of a dispute between you, we may be precluded from representing either of you without first obtaining the informed written consent of all concerned.

There are additional problems resulting from joint defense. In cases of joint representation, counsel must fully inform each client as to information obtained during the representation. Moreover, under California Evidence Code § 962 and California case law, in cases of joint representation there is no attorney-client privilege between or among the joint clients so that joint representation may result in a waiver of the attorney-client privilege with respect to the Subject Action.

For these reasons, our normal practice in these circumstances is to represent only one party. However, you have advised us that neither of you wishes to seek other counsel in this matter at the

STEVE LAKE, RENNY BOWDEN, DUANE ÁLEXANDER, BRADFORD HARCOURT, AMY SHERLOCK May 5, 2017 Page 2

present time, and that you have decided that we should represent your multiple interests in connection with the Subject Action.

Accordingly, we request that you sign and return to us a copy of this letter acknowledging that you have been advised of the potential conflicts associated with your respective interests and that you nevertheless want us to represent you both in connection with the matters discussed above.

We stress that each of you remains completely free to seek other counsel at any time even if you decide to sign the consent set forth below. Should you have any questions concerning this letter or the consent, please discuss them with your own counsel before signing and returning the enclosed copy of this letter.

Sincerely,

By:

William L. Miltner, Esq.

Attorney at Miltner & Menck APC

MILITNER & MENCK, APC

STEVE LAKE, RENNY BOWDEN, DUANE ÁLEXANDER, BRADFORD HARCOURT, AMY SHERLOCK May 5, 2017 Page 3

CONSENT

Attorney has explained to both of the undersigned that there exist potential conflicting interests in the above-described matter and has informed both of us of the possible consequences of these conflicts. We also understand that we have the right to and have been encouraged to consult independent counsel before signing this consent.

Each of the undersigned nevertheless desires representation by Attorney to the extent described above and, therefore, consents and gives approval to such representation. Each of the undersigned further acknowledges that it has been apprised of the following California Rules of Professional Conduct Rule:

California Rules of Professional Conduct Rule 3-310, Avoiding the Representation of Adverse Interests:

"(A) For purposes of this rule:

- (1) "Disclosure" means informing the client or former client of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the client or former client;
- (2) "Informed written consent" means the client's or former client's written agreement to the representation following written disclosure;
- (3) "Written" means any writing as defined in Evidence Code section 250.
- (B) A member shall not accept or continue representation of a client without providing written disclosure to the client where:
 - (1) The member has a legal, business, financial, professional, or personal relationship with a party or witness in the same matter; or
 - (2) The member knows or reasonably should know that:
 - (a) the member previously had a legal, business, financial, professional, or personal relationship with a party or witness in the same matter; and
 - (b) the previous relationship would substantially affect the member's representation; or
 - (3) The member has or had a legal, business, financial, professional, or personal relationship with another person or entity the member knows or reasonably should know would be affected substantially by resolution of the matter; or

STEVE LAKE, RENNY BOWDEN, DUANE ÁLEXANDER, BRADFORD HARCOURT, AMY SHERLOCK May 5, 2017 Page 4

- (4) The member has or had a legal, business, financial, or professional interest in the subject matter of the representation.
- (C) A member shall not, without the informed written consent of each client:
 - (1) Accept representation of more than one client in a matter in which the interests of the clients potentially conflict; or
 - (2) Accept or continue representation of more than one client in a matter in which the interests of the clients actually conflict; or
 - (3) Represent a client in a matter and at the same time in a separate matter accept as a client a person or entity whose interest in the first matter is adverse to the client in the first matter.
- (D) A member who represents two or more clients shall not enter into an aggregate settlement of the claims of or against the clients without the informed written consent of each client.
- (E) A member shall not, without the informed written consent of the client or former client, accept employment adverse to the client or former client where, by reason of the representation of the client or former client, the member has obtained confidential information material to the employment.
- (F) A member shall not accept compensation for representing a client from one other than the client unless:
 - (1) There is no interference with the member's independence of professional judgment or with the client-lawyer relationship; and
 - (2) Information relating to representation of the client is protected as required by Business and Professions Code section 6068, subdivision (e); and
 - (3) The member obtains the client's informed written consent, provided that no disclosure or consent is required if:
 - (a) such nondisclosure is otherwise authorized by law; or
 - (b) the member is rendering legal services on behalf of any public agency which provides legal services to other public agencies or the public."

This letter will therefore confirm our understanding that:

STEVE LAKE, RENNY BOWDEN, DUANE ÁLEXANDER, BRADFORD HARCOURT, AMY SHERLOCK May 5, 2017 Page 5

- (1) You acknowledge Miltner & Menck's disclosure of the potential or actual conflicts of interest described herein;
- (2) You, for yourself and any affiliates, assigns, successors or heirs, will not directly or indirectly seek to disqualify Miltner & Menck, or support such disqualification, or seek sanctions against Miltner & Menck, as a result of the potential or actual conflicts of interest that you have waived under this Agreement; and
- (3) You have been fully informed regarding the legal implications of this consent and conflict waiver.

We request that you signify your informed written consent to the above by signing the Consent and Waiver of Rights set forth below and return this letter to us. We encourage you to seek the advice of independent legal counsel before signing this Consent and Waiver of Rights; and we emphasize that you remain completely free to consult with independent legal counsel at any time even if you decide to sign this Consent and Waiver of Rights.

Sincerely,

MILTNER & MENCK, APC

By:

William L. Miltner, Esq.

Attorney at Miltner & Menck APC

STEVE LAKE, RENNY BOWDEN, DUANE ALEXANDER, BRADFORD HARCOURT, AMY SHERLOCK May 5, 2017 Page 6

CONSENT AND WAIVER OF RIGHTS

Steve Lake, Renny Bowden, and Duane Alexander acknowledge the foregoing letter and its written disclosure pursuant to Rule 3-310 of the California Rules of Professional Conduct and hereby consent and agree to the terms and conditions described therein, including that:

- (1) I, for myself and any affiliates, assigns, successors or heirs, will not directly or indirectly seek to disqualify Miltner & Menck, or support such disqualification, or seek sanctions against Miltner & Menck, as a result of the potential or actual conflicts of interest that I have waived under this agreement; and
- (2) I have been fully informed regarding the legal implications of this consent and conflict waiver, and of my right to seek independent legal advice concerning the implications of this Agreement, and that I have had a reasonable opportunity to consult with independent counsel before executing this Consent and Waiver of Rights, and that I do so voluntarily and of my own free will.

		101
Dated: 5/9/17	Ву:	STEVE LAKE
Dated: <u>6/9/17</u>	Ву:	DUANE ALEXANDER
Dated: 5/9/17	Ву:	REVNYDOWDEN
Dated: 5/9/17	Ву:	BRADFORD HARCOURT
Dated: 5/9/17	Ву:	Amy SHERLOCK

Evidence

Handling of Evidence: Later this same afternoon of February 5, 2024, I notified Attorney Flores that I was in possession of the documents, and scheduled to meet him the next day, February 6, 2024, at 11:00am in his law office. Immediately upon taking possession of the documents from Alexander, I placed them in a manila envelope and sealed the flap with tape, the self-adhesive feature, and the attached wire brad closure. Over the seal, I initialed and dated it to reflect the date and time I took possession. I kept the envelope in a locked safe overnight, removing it upon leaving my home to meet with Attorney Flores. No one other than myself had access to the documents at any time after I took possession from Alexander. I completed an Evidence Log, attaching half to the envelope, and the other half to have Attorney Flores sign when he took possession from me.

On February 6, 2024, I met with Attorney Andrew Flores Esq. at his downtown San Diego office. Debriefed him regarding the meeting with witness Eulenthius "Duane" Alexander and the documents. Attorney Flores didn't unseal the documents while I was there, so I gave him a rundown on the envelope enclosures and the answers Alexander gave me to my questions. Flores signed for the evidence. He thanked E.G. & Associates for the quick response to his requests, stating he may need further services on this case and would call when that time comes, and I departed.

END OF REPORT