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8 Plaintiff in Propria Persona
9 and Attorney for Plaintiffs
10 Amy Sherlock, Minors T.S.
11 and S.S.

12 SUPERIOR COURT OF CALIFORNIA
13 COUNTY OF SAN DIEGO, CENTRAL DIVISION

14 AMY SHERLOCK, an individual and on behalf of
15 her minor children, T.S. and S.S., ANDREW
16 FLORES, an individual;

17 Plaintiffs,

18 v.

19 GINA M. AUSTIN, an individual; AUSTIN
20 LEGALGROUP, a professional corporation,
21 LARRY GERACI, an individual, REBECCA
22 BERRY, an individual; JESSICA MCELFRISH,
23 an individual; SALAM RAZUKI, an individual;
24 NINUS MALAN, an individual; FINCH,
25 THORTON, AND BAIRD, a limited liability
26 partnership; ABHAY SCHWEITZER, an individual
27 and dba TECHNE; JAMES (AKA JIM) BARTELL,
28 an individual; NATALIE TRANG-MY NGUYEN,
an individual; AARON MAGAGNA, an individual;
BRADFORD HARCOURT, an individual;
SHAWN MILLER, an individual; LOGAN
STELLMACHER, an individual; EULENTHIAS
DUANE ALEXANDER, an individual; STEPHEN
LAKE, an individual, ALLIED SPECTRUM, INC.,
a California corporation, PRODIGIOUS
COLLECTIVES, LLC, a limited liability company,
and DOES 1 through 50, inclusive,

Defendants.

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

05/17/2024 at 10:54:00 AM

Clerk of the Superior Court
By E- Filing, Deputy Clerk

Case No.: 37-2021-0050889-CU-AT-CTL

AMENDED DECLARATION OF AMY
SHERLOCK IN SUPPORT OF PLANTIFFS'
MOTION TO VACATE VOID JUDGMENT

Hearing Date: May 31, 2024

Hearing Time: 9:00 AM

Judge: Mangione

Courtroom: 75

Related Case: 37-2022-00000023-CU-MC-CTL

AMENDED DECLARATION OF AMY SHERLOCK

1 I, Amy Sherlock:

2 1. I am over the age of eighteen years old and was, during the events described herein, a resident of
3 the County of San Diego, California.

4 2. The facts set forth are true and correct as of my own personal knowledge or belief.

5 3. This affidavit is limited to the facts set forth herein and should not be deemed an omission, or
6 waiver of other known material facts that are closely related to those set forth herein.

7 4. On December 30, 2019, I received a Facebook private message from Darryl Cotton in which he
8 introduced himself as someone who was not convinced that my deceased husband, Michael “Biker”
9 Sherlock (“Biker”) had committed suicide on December 2, 2015. (Ex. A (Cotton-Sherlock Messages).)

10 5. I don’t usually check my Facebook messages, so it wasn’t until January 15, 2020, that, I saw the
11 message and upon consideration, sent a reply text to Cotton at 8:43 PM to which I was interested to learn
12 more about what information Cotton had to which we agreed to speak by phone the following day.

13 6. On January 15, 2020, at 11:36 PM I decided to reach out to my brother-in-law, Stephen Lake to
14 see if he knew of Cotton, his allegations and what he might think of me responding to him. Lake texted
15 me “I REALLY don’t like the idea of you talking to this person.” (Ex. B at 2 (Lake-Sherlock Texts).)

16 7. Subsequently, I learned that I was defrauded of certain cannabis businesses that became the
17 property of me and my sons upon the death of my husband, Michael Sherlock.

18 8. Thereafter I initiated litigation to recover my property and expose the parties that defrauded me.
19 However, the extent of criminal actions by so many parties has made this goal difficult, especially as the
20 main attorney behind the criminal acts is famous and has up until now a sterling reputation and is hired
21 by the City of San Diego.

22 9. I don’t claim to understand the intricacies of the legal arguments being made, but I know that
23 many of the representations made by Austin, her clients and her coconspirators are false and misleading.

24 10. Attached hereto are material exhibits A-Z that include statements referenced in the motion to
25 vacate and which may be needed in the Reply to rebut the lies made by Austin and her coconspirators
26 given their history of misrepresentations or in any litigation arising from or related to Austin’s petitioning
27 for her clients.

28 11. The following are material facts that I believe to be true.

1 12. In what has recently become available information and was unbeknownst to me prior to this
2 declaration, I can now show that on April 22, 2014, Biker was in a Partnership Agreement with Adam
3 Knopf to purchase and develop the Balboa property, not Lake. (Ex. M (Knopf-Sherlock Agreement).)

4 13. In 2014 Knopf/PLPA made at least 3 cash payments to Biker totaling \$22,500.00. (Ex. N (Knopf-
5 Sherlock Cash Payment Receipts).)

6 14. Biker signed the Partnership Agreement as VP of United Patients Consumer Cooperative
7 (“UPCC”). In CA State Filings, Biker was the Incorporator, the CEO and Agent. (Ex. N (UPCC Filings).)

8 15. July 8, 2014, the UPCC Statement of Information lists Shannon Snyder as the Secretary. Shannon
9 Snyder is Tiffany Knopf’s brother and Adam Knopf’s brother-in-law. (Ex. O at 2 (UPCC -SOI Filing).)

10 16. November 20, 2023, Snyder submitted an affidavit stating he did not become aware that he
11 was even being considered for a spot in the 8863 Balboa Avenue (“Balboa”) property until December
12 2015. (Ex. P (Snyder Affidavit).)

13 17. March 4, 2016, a UPCC Certificate of Dissolution, filed was signed by Richard P. Melagrano,
14 CFO (“Melagrano”). This document states “The corporation never acquired any known assets.” The
15 CUP was an asset of UPCC and Michael D. Sherlock, per the final approval of that CUP during the
16 Planning Commission Appeal Hearing of July 9, 2015, Item No 8. (Ex. O at 3 (UPCC Dissolution).)

17 18. Melagrano is a high net worth individual and a friend of Bikers who would have taken this CFO
18 position as a favor to and an investment opportunity with Biker.

19 19. After Biker’s death, Melagrano was emotionally distraught and did not reach out to me to discuss
20 any aspect of UPCC or to see if Biker had a will. Instead, he was approached by Bradford Harcourt
21 (“Harcourt”), a partner with Biker in LERE who had acquired the land at 8863 Balboa. (Exhibit Q at 5
22 (8863 Transfer History-17).)

23 20. As can be seen by the 8863 Balboa property transactional history, 8863 Balboa went up from a
24 modest value of \$275,000 to over \$3.2M after Biker was no longer able to assert ownership rights.
25 (Exhibit Q at 1 (8863 Transfer History-3).)

26 21. December 1, 2023, having read the UPCC Dissolution in Exhibit O at page 3, I reached out to
27 Melagrano and after all these years had passed came to find out that like Lake and Harcourt had done to
28 me, and Melagrano, in misrepresenting to us what the CUP status was at the time of Biker’s death and

1 22. why we should walk away with the understanding that nothing was to be gained since Biker’s
2 death and **that no license was ever issued and the project was worth nothing.**

3 23. October 15, 2023, I discovered an email from Lake to Harcourt and Biker dated March 11, 2015,
4 where it can be seen, Lake is attempting to establish a business relationship, as Full Circle with Knopf
5 for the Hancock Street property thus further contradicting his March 24, 2023, (Ex. D at 3:21-22)
6 Declaration, “I was not then, nor I ever have been, involved in the marijuana industry” assertions he had
7 no interest in cannabis business. (Ex. R (Lake email re Full Circle and Adam Knopf partnership).)

8 24. January 1, 2015, Austin Legal Group (“ALG”) provided Full Circle a retainer agreement naming
9 Adam Knopf and Michael Sherlock as unidentified representatives of Full Circle. (Exhibit S (ALG
10 Retainer Agreement Full Circle, Knopf and Sherlock).)

11 25. May 1, 2015 .ALG billing to Full Circle shows Balboa, Biker and Bartell line items. (Ex. T (ALG
12 Billing to Full Circle).)

13 26. May 22, 2015, ALG billing to PLPCC shows “...disagreement with Full Circle...potential future
14 claims with Mr. Sherlock.” There is also a Full Circle Trust Account listed in this statement which as the
15 disbursement is made may indicate Austin had control of this account. The initials TL and AA refer to
16 ALG attorneys Tamara Leetham and Arden Anderson. (Exhibit U (ALG Billing to PLPCC).)

17 27. June 23, 2015, letter from ALG attorney Tamara M. Leetham to Mazur & Brook, attorney
18 Michael D. Mazur it can be seen that Leetham is attempting to disengage in Full Circle relationship for
19 the purposes of a settlement. (Exhibit V (ALG Letter to Mazur).)

20 28. June 24, 2015, reply to ALG, Mazur states that Leetham has made erroneous statements regarding
21 Full Circle and Michael Sherlock. (Ex. W (Mazur Reply).)

22 29. November 2023, I engaged the services of Mr. Scott Roder, a nationally recognized forensic crime
23 scene investigator to review the crime scene information to provide me with his analysis of what the
24 crime scene evidence portrayed relative to cause of death. His findings as described in his report (“Roder
25 Report”) of December 28, 2023, states:

26 *“Based on our review of the physical evidence at this time regarding the death of Mr. Michael*
27 *De Carlo “Biker” Sherlock, the following evidence is 100% inconsistent with a self-inflicted GSW*
28 *and suicide.”* (Ex. X at 9 (Roder Report).)

1 30. In January 2024 my attorney, Andrew Flores received a call from one of the defendants in my
2 case, Mr. Eugene “Duane” Alexander (“Alexander”) who wished to clear the air of misinformation
3 regarding how Biker’s CUPs were processed and transferred after his death.

4 31. I am desperate to have this litigation end and my understanding from multiple attorneys is that is
5 very difficult to prevail in vacating judgments especially when doing so exposes judicial bias that could
6 cost a judge his job. I have attempted to get law enforcement involved, but they all state that they cannot
7 investigate judges because they lack the “jurisdiction.”

8 32. Beginning in December 2023, there have been at least 21 Grand Jury Complaints filed by
9 multiple parties against Austin and others. (Ex. Y (Grand Jury Complaints).)

10 33. Attached hereto as Exhibit Z is an email chain with Travis Cleveland in which he confirms that a
11 cannabis permit was issued to be as the “permit holder” but that he has no records of the application
12 pursuant to which I was deemed a “permit holder.”

13 34. I don’t know how to proceed, but I am not going to cease my petitioning, exercising my First
14 Amendment Right, until I recover my property and make sure that Lake and Harcourt and Austin and all
15 their criminal associates are held accountable.

16
17 I declare under penalty of perjury according to the laws of the State of California, that the statements
18 made herein are true and correct. Executed on May 9, 2024.
19

20
21 /S/ Amy Sherlock

22 AMY SHERLOCK
23
24
25
26
27
28

Exhibit A



Amy Sherlock

Facebook

You're friends on Facebook

Studied at University of Southern California

12/30/19, 3:54 PM

I'm very sorry for the loss you and your boys suffered with Michael's death.

Are you convinced it was a suicide?

The cremation having not been done without your approval raises some issues for me.

That's just not done.

I'm in federal court right now, suing the City of San Diego and some of Razuki's business partners and if there is any chance his death was not a suicide and the act was covered up

we should talk

I don't like these fucking people and their slimy associations within our government. I know what they're capable of from having them commit armed robbery at my property. Tied up an employee and the getaway driver was a Chaldean operative.

I gave the SDPD the getaway drivers identity. They had him in cuffs. No arrests were ever made. No follow ups. 1-1/5 years later I go with my attorney to SDPD HQ and have a meeting with the detective on my case and his sergeant.

They act surprised I have an image of the getaway driver

they promised us the case was still active

3 months later they dropped the case into inactive status

Nothing they do will or can surprise me.

Michael from everything I've heard and read was under pressure from his dealings with them. The CTE diagnosis was never made or confirmed. His death while a tragedy should not go unaccounted for.

If you prefer to not relive any of this I understand and you'll never hear from me again. But if you check out the flowchart I'm using at trial you'll see Michael has a cell in it that describes what I see to be as very questionable in light of the hit Razuki put out on Milan

<https://151farmers.org/wp-content/uploads/2017/10/Geraci-Flowcharts-Combined-3.pdf>

151farmers.org

If I'm wrong about this please accept my apologies for bringing it up and my deepest condolences for your loss.

1/15/20, 8:18 PM



Hello, yes, definitely suicide. There's a lot more to his story that isn't public. Also, CTE can only be confirmed by autopsy. While that wasn't done, I'm 100% sure it was suicide. Thanks for reaching out

1/15/20, 8:43 PM

Thank you for your response. Would you be interested in seeing some of the evidence we have that might suggest other forces were at work?



About my husband??

yup



How do you have evidence about his death?

Amy what I have is evidence of a conspiracy that involves some very powerful people that got sloppy

these are the same people Michael was involved with

and they have a history of intimidation, threats and violence up to and including murder

That is evidence I have and it's going in front of a federal judge as we speak



That he was murdered??

it is very possible



Can I meet you tomorrow? Where are you?

yes

do you have the signal app on your phone?



Ok, I'll call you in the morning after I drop my boys off



Thank you ❤️ god bless you too

1/16/20, 8:30 AM

Hi Darryl. I'm obviously upset over what you have told me and what you believe. I can tell you this, there's absolutely no one that was close to Biker that thinks he didn't commit suicide. There's a lot more to his personal life and his health, besides CTE, that you don't know about and that I'd like to keep to myself. He did have an autopsy. I did release him for cremation. That part of your story is completely untrue. I spoke to detectives and there was absolutely no doubt in their minds or mine regarding physical evidence that it was suicide. I'd like to keep those details to myself, but I assure you, there was absolutely no evidence that it wasn't suicide. I know the marijuana industry is full of criminals and sharky people. Unless there's shares in a company that my boys and I deserve to receive, then there is no point in getting involved. I don't know much about the CUP situation. My brother in law was one of his best friends and was helping him with the CUP. If there is anything else needed to be discussed, he will talk to you. I'd like to point out to you that your page about him, if found by his family would be incredibly upsetting and will cause so much pain. I hope you can understand that. So, you've completely ruined me emotionally and I cried all night. If there's anything else. I can put you in contact with my brother in law.



Good morning Amy

I'm sorry to have upset you. That was never my intent. I took the post down this morning so it won't be there containing any factual inaccuracies

What I do want you to know is that both you and your brother in law may want to meet with the attorneys so that you can make your own decision as to what they've discovered regarding the people that Michael was involved with and what may have been a contributing factor in the depression that led to his suicide if indeed that is what took place.

There is an audio recording you're going to want to hear where they talk about Michael

I'm not the one to talk to about where the case will go and what your rights are based on the work Michael did for these people. The attorney's will tell you that.

If you have time this afternoon we could meet at the Brigantine in La Mesa if that works for you



Who is on the recording?

The attorneys will tell you. It's going in under seal.

In other words the judge is going to hear it in it's entirety but it is not public information disclosed during trial



Ok. I want to hear it. I live in North county and my boys are home in the afternoon

I just spoke with Andrew

I'm meeting him around 2

Can we call you somewhere around 2:30?



Ok. I want to hear it. I live in North county and my boys are home in the afternoon



People suck. His family have been jerks too. Except one uncle who has been awesome and close with the boys. He pays for Titus's Karting. They hate me for telling the boys that he died by suicide. I know, crazy right?



Ok thank you for your insight and guidance

Your very welcome. People who have the most to lose will not see this coming and you're in this for all the right reasons

Hit me up anytime

Exhibit B



Amy Sherlock Text Messages with Steve Lake 2020

12:48

New iMessage

Cancel

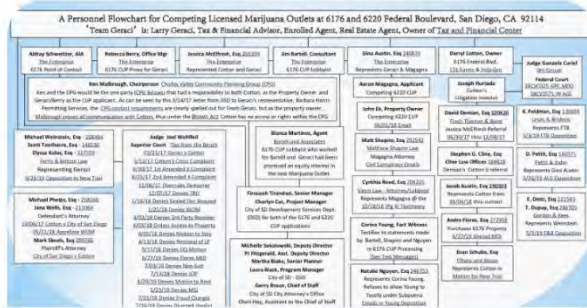
To: Steve Lake

He owned one of the dispensaries that was robbed

Would you know the name of you heard it?

His name is Darryl Cotton

Never heard of him. I don't see the facebook link. I REALLY don't like the idea of you talking to this person.



iMessage



Cash

Exhibit C

1 Steven W. Blake, Esq., SBN 235502
Andrew E. Hall, Esq., SBN 257547
2 **BLAKE LAW FIRM**
533 2nd Street, Suite 250
3 Encinitas, CA 92024
Phone: (858) 232-1290
4 Email: steve@blakelawca.com
Email: andrew@blakelawca.com

5 Attorney for Defendant
6 STEPHEN LAKE

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
07/08/2022 at 04:09:00 PM
Clerk of the Superior Court
By Taylor Crandall, Deputy Clerk

7
8 **SUPERIOR COURT OF CALIFORNIA**
9 **COUNTY OF SAN DIEGO, HALL OF JUSTICE**
10

11 AMY SHERLOCK, an individual and on behalf of
12 her minor children, T.S. and S.S., ANDREW
FLORES, an individual;

13 Plaintiffs,

14 vs.

15 GINA M. AUSTIN, an individual; AUSTIN
16 LEGALGROUP, a professional corporation,
17 LARRY GERACI, an individual, REBECCA
BERRY, an individual; JESSICA MCELFFRESH, an
18 individual; SALAM RAZUKI, an individual;
NINUS MALAN, an individual; FINCH,
19 THORTON, AND BARID, a limited liability
20 partnership; ABHAY SCHWEITZER, an individual
and dba TECHNE; JAMES (AKA JIM) BARTELL,
21 an individual; NATALIE TRANG-MY NGUYEN,
an individual, AARON MAGAGNA, an individual;
22 BRADFORD HARCOURT, an individual; SHAWN
MILLER, an individual; LOGAN
23 STELLMACHER, an individual; EULENTHIAS
DUANE ALEXANDER, an individual; STEPHEN
24 LAKE, an individual, ALLIED SPECTRUM, INC.,
25 a California corporation, PRODIGIOUS
COLLECTIVES, LLC, a limited liability company,
26 and DOES 1 through 50, inclusive,

27 Defendants.
28

Case No. **37-2021-0050889-CU-AT-CTL**

**NOTICE OF DEMURRER,
DEMURRER, AND POINTS AND
AUTHORITIES IN SUPPORT OF
DEMURRER TO COMPLAINT**

Hearing Date: August 19, 2022
Hearing Time: 9:00 a.m.

Case Filed: December 3, 2021
Department: C-73
Judge: Hon. James Mangione
Trial Date: N/A

1 **TO THE COURT, ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on August 19, 2022 at 9:00 a.m., or as soon thereafter as this
3 matter may be heard before the Honorable James A. Mangione in Department C-75 of the County
4 of San Diego Superior Court, Central Division, located at 330 West Broadway, San Diego, CA
5 92101, Defendant STEPHEN LAKE (“Defendant” or “LAKE”) will and hereby does demurrer to
6 the First Amended Complaint (“FAC”) of Plaintiffs AMY SHERLOCK, an individual and on behalf
7 of her minor children, T.S. and S.S.) (“Plaintiff” or “SHERLOCK”) and ANDREW FLORES
8 (“FLORES”) (SHERLOCK and FLORES shall hereinafter be collectively referred to as
9 “Plaintiffs”)¹ pursuant to CCP § 430.10 et seq. on the following grounds:

10 1. The First Cause of Action for Conspiracy to Monopolize in Violation of the
11 Cartwright Act (Bus. & Prof. Code § 16700, *et seq.*) fails to state facts sufficient to constitute a cause
12 of action. *Code Civ. Proc.* section 430.10(e).

13 2. The Second Cause of Action for Conversion fails to state facts sufficient to constitute
14 a cause of action. *Code Civ. Proc.* section 430.10(e).

15 3. The Third Cause of Action for Civil Conspiracy fails to state facts sufficient to
16 constitute a cause of action. *Code Civ. Proc.* section 430.10(e).

17 4. The Fourth Cause of Action for Declaratory Relief fails to state facts sufficient to
18 constitute a cause of action. *Code Civ. Proc.* section 430.10(e).

19 5. The Fifth Cause of Action for Violation of the Unfair Competition Law pursuant to
20 Cal. Bus. & Prof. Code § 17200 *et seq.* fails to state facts sufficient to constitute a cause of action.
21 *Code Civ. Proc.* section 430.10(e).

22 6. The Seventh Cause of Action for Civil Conspiracy fails to state facts sufficient to
23 constitute a cause of action. *Code Civ. Proc.* section 430.10(e).

24 This Demurrer is based upon this notice of motion and motion, the accompanying
25 memorandum of points and authorities, declaration of Andrew E. Hall, Esq., all pleading and papers
26

27 _____
28 ¹ Though the FAC is styled as being brought on behalf of the Plaintiffs, the claim against LAKE seem to drive from
claims by SHERLOCK and not FLORES.

1 on file in the above-captioned action, and any argument or evidence that may be presented to or
2 considered by the Court prior to its ruling.

3 Dated: July 8, 2022

BLAKE LAW FIRM



4
5
6 By: _____

7 STEVEN W. BLAKE, ESQ.
8 ANDREW E. HALL, ESQ.
9 Attorneys for Defendant,
10 STEPHEN LAKE
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 As the old adage goes, no good deed goes unpunished. SHERLOCK is the sister-in-law of
4 LAKE. LAKE and SHERLOCK’s late husband, Michael “Biker” Sherlock (“BIKER”), were long-
5 time friends and companions. When BIKER began encountering financial troubles, LAKE provided
6 financial assistance to BIKER to help him get back on his feet and to keep the entire SHERLOCK
7 family in San Diego. After BIKER’s untimely passing, the LAKE and SHERLOCK families were
8 left to pick up the pieces and wrap up BIKER’s affairs. It is here where the relationship between
9 LAKE and SHERLOCK takes an unfortunate turn.

10 Whether through being fed bad facts or bad advice, or both, SHERLOCK has bought into
11 wild and untenable conspiracy theories regarding LAKE and what SHERLOCK apparently believes
12 is LAKE’s role in monopolizing the San Diego cannabis market. Nothing could be further from the
13 truth. In reality, LAKE was nothing more than a lender to BIKER and had no role, nor any interest
14 in, becoming involved with the cannabis market.

15 Even taking the allegations in the FAC as true for the purposes of this demurrer,
16 SHERLOCK cannot possibly maintain any of her claims against LAKE. The underpinning of each
17 of SHERLOCK’s causes of action against LAKE is his purported violation of the Cartwright Act.
18 However, fatal to her claim under that Act is SHERLOCK’s lack of standing to bring a claim nor,
19 even if she had standing to bring a claim, is the cause of action sufficiently pled. SHERLOCK
20 apparently agrees as she did nothing to address the legal issues raised by LAKE in his meet and confer
21 on these blatant deficiencies. Without sufficiently stating a Cartwright Act violation, SHERLOCK
22 cannot maintain her claims against LAKE relying on the same including causes of action for
23 conspiracy, declaration relief, and unfair business practices. Moreover, SHERLOCK’s conversion
24 cause of action is flawed as it is premised on LAKE’s alleged conversion of BIKER’s property. The
25 issue, however, is that BIKER never *owned* the property in question.

26 Even construing these largely inaccurate facts and allegations in a light most favorable to
27 SHERLOCK, she cannot maintain a claim against LAKE, even through amendment. As such, LAKE
28 requests the demurrer be sustained without leave to amend.

1 **II. STATEMENT OF FACTS**

2 LAKE and SHERLOCK’s husband, BIKER, were long-time friends and companions, in
3 addition to being brothers-in-law. LAKE viewed BIKER as family. BIKER’s business, Dregs
4 skateboards, was hit hard by the recession and he began experiencing financial issues. This created
5 stress on BIKER on many levels – on him personally, on his relationship with his parents, and on his
6 relationship with SHERLOCK. At the same time, LAKE observed BIKER becoming increasingly
7 depressed and anxious. His prior abundance of confidence shrunk, he began having fainting spells
8 and seizures, and became generally confused, all of which contributed to his inability to find
9 meaningful employment. LAKE believed, however, that BIKER was an entrepreneur at heart and,
10 more importantly, was his friend and brother, so LAKE encouraged BIKER to “think big” and to look
11 for what the next big opportunity might be.

12 As such, LAKE, on multiple occasions, offered financial assistance to BIKER to fund various
13 business ventures, including BIKER’s foray into the San Diego medical marijuana market. Notably,
14 and contrary to the allegations in the FAC, LAKE and BIKER were never “partners.”

15 *A. The Ramona Property*

16 In July 2014, BIKER approached LAKE about a property he was looking at in Ramona –
17 1210 Olive Street, Ramona, CA 92065 (“Ramona Property”). At the time BIKER was unemployed
18 and struggling to find a job, which created stress on BIKER personally and on his relationship with
19 SHERLOCK. While LAKE initially balked at becoming involved in the Ramona Property, the
20 foregoing coupled with the fact that BIKER was family eventually overrode his reservations. LAKE
21 eventually purchased the Ramona Property, *as his sole and separate property*, on or about January 8,
22 2015. The Ramona Property remains to this day in LAKE’s name and has not been transferred out of
23 LAKE’s name since he acquired ownership.

24 One of the reasons for LAKE’s reconsideration of his purchase of the Ramona Property was
25 due to the involvement of Renny Bowden (“Bowden”), who was part of a group also interested in the
26 Ramona Property. Bowden and LAKE have a longstanding relationship and LAKE found Bowden’s
27 potential involvement as such an unlikely coincidence that it made LAKE feel more comfortable with
28 his decision to move forward with the purchase. Because neither Bowden nor BIKER had the capital

1 to purchase the Ramona Property and the prior owner was not interested in leasing the property,
2 BIKER and Bowden approached LAKE with the idea that LAKE would purchase the Ramona
3 Property, build it out, and then lease the property back to them as part of a larger business they
4 intended to pursue.

5 After closing, LAKE considered how to proceed as this was all new to him. His discomfort
6 with the industry and lack of knowledge thereof fueled his decision to proceed as a landlord. At some
7 point thereafter, Bowden sought and received the Conditional Use Permit (“CUP”) for the Ramona
8 Property, which was issued in the name of Bowden. BIKER never had an interest in the Ramona
9 Property nor, to the best of LAKE’s knowledge, did BIKER ever have an interest in the Ramona
10 CUP.

11 *B. The Balboa Property*

12 Prior to April 24, 2015, David Chadwick (“Chadwick”) formed Leading Edge Real Estate,
13 LLC (“LERE”), for which he served as CEO. At some point unknown to LAKE, Chadwick, BIKER,
14 BIKER’s partner, Brad Harcourt (“Harcourt”), all partnered up to pursue the purchase of 8863 Balboa
15 Avenue, Unit E, San Diego, CA 92123 (“Balboa Property”). On or about June 30, 2015, Chadwick
16 resigned as CEO of LERE, at which point BIKER, on information and belief, was appointed as CEO.

17 Chadwick’s resignation occurred after several events pertinent to this dispute. On June 9,
18 2015, LAKE made a \$289,560.68 loan to BIKER as a two-week bridge loan. The loan was
19 memorialized via a promissory note. The loan was to be used to purchase 8863 Balboa Avenue, Unit
20 E, San Diego, CA 92123 (“Balboa Property”). Notably, LAKE and BIKER had a clear, direct
21 conversation of the importance of the loan being paid back in a timely manner; BIKER agreed and
22 pledged that if the loan were not timely paid back, the Balboa Property would be deeded to LAKE as
23 payment with the intent that LAKE would sell the Balboa Property to recoup his investment. BIKER
24 was adamant in pledging the Balboa Property as collateral for LAKE’s loan.

25 There were immediate problems with the Balboa Property. One such problem had to do with
26 the HOA at the premises, which had recently amended its governing documents to prohibit the
27 operation of any marijuana dispensaries. On June 16, 2015, BIKER, Chadwick, and Harcourt received
28 a legal opinion advising that any attempts to overturn this amendment would be very unlikely. Thus,

1 BIKER and the others were unable to legally use the Balboa Property for its intended use.

2 On September 9, 2015, the promissory note went into default. LAKE discussed the default
3 with both BIKER and Harcourt and made it clear that they needed to make good on the terms of the
4 note and security agreement. LAKE conveyed to both that he had no desire to be a part of the business
5 and simply wanted the loan proceeds repaid. BIKER and Harcourt pledged to follow through as they
6 agreed. Given these reassurances, LAKE allowed BIKER and HARCOURT more time to procure
7 financing to pay off the LAKE bridge loan.

8 By October 26, 2015, BIKER and Harcourt still had not procured financing. LAKE, BIKER,
9 and Harcourt all went to lunch to discuss solutions. Their primary solution was to transfer the Balboa
10 Property over to LAKE's company, High Sierra Equity LLC ("High Sierra") in an effort to pay off
11 the defaulted loan. After some thought, LAKE agreed to the proposal.

12 On December 2, 2015, LAKE gave BIKER a call to check in on him, which is something he
13 did regularly during that time due to some changes that LAKE observed in BIKER's demeanor and
14 behavior. After a few minutes on the call, LAKE realized that BIKER was having a tough morning
15 and cancelled his meetings so he could be with BIKER. When LAKE arrived at the house, Harcourt
16 was there with BIKER. The two were reviewing paperwork and signing documents. LAKE
17 subsequently learned that one of the documents was the LERE cancellation. LAKE did not witness
18 BIKER signing the cancellation but knows for certain that it was the intent of BIKER and Harcourt,
19 in furtherance of the October 26 proposal, to cancel LERE and transfer the Balboa Property to High
20 Sierra. On December 3, 2015, BIKER took his own life.

21 **III. MEET AND CONFER**

22 Counsel for SHERLOCK and LAKE have met and conferred to discuss the deficiencies
23 outlined herein. Across eight pages, counsel for LAKE laid out the factual and legal deficiencies with
24 the claims against LAKE in the FAC. In response, SHERLOCK submitted what amounts to a one-
25 page letter merely regurgitating SHERLOCK's recount of the facts without addressing even an iota
26 of the legal deficiencies outlined in LAKE's letter. Thus, LAKE had no alternative but to file this
27 motion. *See Declaration of Andrew Hall ("Hall Dec")*.

28 ///

1 **IV. LEGAL STANDARD**

2 A demurrer tests the sufficiency of the allegations contained within the complaint. (*Pacifica*
3 *Homeowners' Assn. v. Wesley Palms Retirement Community* (1986) 178 Cal.App.3d 1147, 1151.)
4 California Code of Civil Procedure section 430.10 states in pertinent part:

5 The party against whom a complaint or cross-complaint has been filed may
6 object, by demurrer or answer as provided in Section 430.30 to the pleading on
7 any of or more of the following grounds:
8 (e) The pleading does not state facts sufficient to constitute a cause of action.
9 (f) The pleading is uncertain. As used in this subdivision, "uncertain" includes
10 ambiguous and intelligible.

11 Though the court must acknowledge the facts as pled, the contentions, conclusions,
12 assumptions, and deductions of law or fact raised in the complaint should be disregarded. (*Blank v.*
13 *Kirwan* (1985) 39 Cal.3d 311, 318.) Further, it is well settled law that the presumptions are always
14 against the pleader, and all doubts are to be resolved against him/her, for it is to be presumed that
15 he/she stated his case as favorably as possible. (*Curci v. Palo Verde Irrigation Dist.* (1945) 69
16 Cal.App.2d 583, 585.) As detailed below, even if the Court assumes the "facts" alleged in the
17 Complaint are true, Plaintiff fails to state facts sufficient to constitute a cause of action for
18 Negligence (Premises Liability).

19 “If a fact necessary to the pleader's cause of action is not alleged, it must be taken as having
20 no existence.” (*Ibid.*) The court may sustain a demurrer without leave to amend following repeated
21 attempts if it concludes that the defect is caused by an absence of facts, rather than a lack of skill in
22 stating them. (*Loeffler v. Wright* (1910) 13 Cal.App. 224, 232; *Banerian v. O'Malley* (1974) 42
23 Cal.App.3d 604, 616.) The burden is on the plaintiff to show in what manner she can amend her
24 complaint, and how the amendment would change the legal effect of her pleading. (*Goodman v.*
25 *Kennedy* (1976) 18 Cal 3d. 335.) Plaintiff has had two opportunities to adequately plead her case. It
26 is apparent that the requisite facts to show causation simply do not exist. Accordingly, Defendants
27 respectfully request that the demurrer be sustained without leave to amend.

28 **V. LEGAL ARGUMENT**

 SHERLOCK asserts causes of action against LAKE for 1) Violation of the Cartwright Act, 2)
Conversion, 3) Civil Conspiracy (apparently, two counts), 4) Declaratory Relief, and 5) Unfair

1 Competition. None of the claims can be maintained against LAKE and each are subject to demur.

2 *A. SHERLOCK Fails To State A Viable Claim For Violation Of The Cartwright Act*

3 SHERLOCK cannot maintain a cause of action against LAKE for violation of the Cartwright
4 Act because 1) she lacks standing to assert the claim and 2) the claim is not sufficiently pled.

5 A plaintiff suing under the Cartwright Act must be within the “target area” of the antitrust
6 violation to have standing; i.e., they must have suffered direct injury as a result of the anticompetitive
7 conduct. *Cellular Plus, Inc. v. Sup. Ct. (U.S. West Cellular)* (1993) 14 Cal.App.4th 1224, 1232; *Vinci*
8 *Waste Mgmt., Inc.* (1995) 36 Cal.App. 4th 1811, 1815. An “antitrust injury” is the “type of injury the
9 antitrust laws were intended to prevent, and which flows from the invidious conduct which renders
10 defendants’ act unlawful.” *Kolling v. Dow Jones & Co.* (1982) 137 Cal.App.3d 709, 723. Courts
11 interpreting the Cartwright Act’s antitrust standing requirement have consistently followed the
12 “market participant rule,” requiring the plaintiff to “show an injury within the area of the economy
13 that is endangered by a breakdown of competitive conditions.” *In re Napster, Inc. Copyright Litig.*
14 (N.D. Cal.2005) 354 F.Supp.2d 1113, 1125-26 (citing *MGM Studios, Inc. v. Grokster, Ltd.* (C.D.Cal.
15 2003) 269 F.Supp.2d 1213, 1224; *Kolling v. Dow Jones & Company, Inc.* (1982) 137 Cal.App.3d
16 709, 724. “Any person who is injured in his or her *business* or *property* by reason of anything
17 forbidden or declared unlawful by this chapter....” *Bus & Prof Code* § 16750.

18 SHERLOCK lacks standing to bring a claim. First and foremost, SHERLOCK is not a “market
19 participant”. The FAC is unclear as to what “market” SHERLOCK claims to have participated it but
20 assuming *arguendo* that she is referring to the medical marijuana industry, there is no showing of an
21 injury in that area. Put simply, SHERLOCK, a private individual with no ties to the medical marijuana
22 industry, is not within the “target area” of the alleged antitrust violation.

23 Standing issues aside, even if SHERLOCK were able to overcome this threshold issue, her
24 cause of action is not sufficiently pled. To state a cause of action for conspiracy, a complaint must
25 allege (1) the formation and operation of the conspiracy, (2) the wrongful act or acts done pursuant
26 thereto, and (3) the damage resulting from such act or acts. *Chicago Title Ins. Co. v. Great Western*
27 *Financial Corp.* (1968) 69 Cal.2d 305, 316. It is incumbent on the complaining party to allege and
28 prove that the party’s business or property has been injured by the very fact of the existence and

1 prosecution of the unlawful trust or combination; that is, to establish an actual injury attributable to
2 something the statutory provisions were designed to prevent. *Kaiser Cement Corp. v. Fischbach and*
3 *Moore, Inc.* (9th Cir. 1986) 793 F.2d 1100.

4 A high degree of particularity is required in the pleading of violations prescribed by the
5 statutory provisions governing combinations in restraint of trade. *DeCambre v. Rady Children’s*
6 *Hospital-San Diego* (2015) 235 Cal.App.4th 1; *Motors, Inc. v. Times Mirror Co.* (1980) 102
7 Cal.App.3d 735, 742. The complaint must allege a purpose to restrain trade and a nexus to the injury
8 traceable to actions in furtherance of that purpose. *Id.* “General allegations of the existence and
9 purpose of the conspiracy are insufficient, and the appellants must allege specific overt acts in
10 furtherance thereof.” *Id.* at p. 318. Plaintiff must allege certain facts in addition to the elements of an
11 alleged unlawful act so that the defendant can understand the nature of the alleged wrong and so that
12 discovery is not merely a blind fishing expedition for some unknown wrongful acts. *Quelimane Co.*
13 *v. Stewart Title Guaranty Co.* (1998) 19 Cal.4th 26.

14 Other than owning the land that the CUPs flowed from, the FAC is utterly devoid of any facts
15 tying LAKE to the alleged conspiracy. There are no allegations that LAKE was even involved in the
16 medical marijuana industry – because he was not – let alone that he conspired with these other
17 defendants to prevent competition within the industry. Nor is there any allegation or indication that
18 SHERLOCK, herself, was engaged in the industry or was even contemplating entering the industry.
19 SHERLOCK has also failed to adequately allege damage to business or property. Again, there is no
20 allegation that SHERLOCK had a business within the cannabis industry.

21 Moreover, SHERLOCK cannot allege damage to property. As it relates to LAKE, the facts
22 and pleadings clearly establish that *LAKE* purchased the Ramona Property, which he owns to this
23 day, and that *LERE* purchased the Balboa Property. (*FAC* ¶¶ 67, 70). There are no allegations that
24 *BIKER* ever had any interest in either property. In addition, the CUPs are not, and were not, the
25 “property” of *BIKER* or *SHERLOCK*. A conditional use permit is a *property* right that runs with the
26 *land*, not to the *individual permittee*. *Imperial v. McDougal* (1977) 19 Cal.3d 505; *Malibu Mountains*
27 *Recreation v. Los Angeles* (1998) 67 Cal.App.4th 359, 368; *Anza Parking Corp. v. City of Burlingame*

1 (1987) 195 Cal.App.3d 855, 858. Without a showing of injury to business or property, SHERLOCK
2 cannot maintain her first cause of action against LAKE.

3 *B. LAKE's Demur To The Conversion Cause Of Action Should Be Sustained*

4 SHERLOCK's conversion cause of action is similarly flawed as it is premised on the
5 conversion of property by LAKE that SHERLOCK never owned. The "Sherlock Property" allegedly
6 converted is defined to include BIKER's "interest in the Partnership Agreement, LERE, and the
7 Balboa and Ramona CUPs." (FAC ¶ 71). "Conversion is the wrongful exercise of dominion over the
8 property of another. The elements of a conversion claim are: (1) the plaintiff's ownership or right to
9 possession of the property; (2) the defendant's conversion by a wrongful act or disposition of property
10 rights; and (3) damages." *Lee v. Hanley* (2015) 61 Cal.4h 1225, 1240. To prove a cause of action for
11 conversion, the plaintiff must show the defendant acted intentionally to wrongfully dispose of the
12 property of another." *Duke v. Superior Court* (2017) 18 Cal.App.5th 490, 508. It is generally
13 acknowledged that conversion is a tort that may be committed only with relation to personal property
14 and not real property. *Munger v. Moore* (1970) 11 Cal.App.3d 1, 7.

15 As it relates to the Balboa Property and Ramona Property, neither can be the subject of a
16 conversion cause of action as each is real property. That notwithstanding, there has been no showing
17 of any interest held by BIKER in either property. LAKE purchased the property as his sole and
18 separate property and currently owns the property as such; thus, it is unclear how LAKE could convert
19 his own property. The Balboa Property was purchased by LERE, not BIKER, and was sold with
20 SHERLOCK's consent in an effort to repay LAKE's loan. Similarly, SHERLOCK cannot maintain
21 a claim for conversion of the CUPs. As referenced above, a conditional use permit is a *property* right
22 that runs with the *land*, not to the *individual permittee*. *Imperial v. McDougal* (1977) 19 Cal.3d 505;
23 *Malibu Mountains Recreation v. Los Angeles* (1998) 67 Cal.App.4th 359, 368; *Anza Parking Corp. v.*
24 *City of Burlingame* (1987) 195 Cal.App.3d 855, 858. In other words, both CUPs belonged to the *land*,
25 not to BIKER or any other individual. Put another way, SHERLOCK has failed to meet the first prong
26 of her conversion claim – her ownership or right to possession of any of the property allegedly
27 converted.

28 As it relates to the alleged conversion of BIKER's interest in LERE, the FAC alleges that

1 LERE was formed by BIKER and Harcourt. (*FAC* § 69). Moreover, the FAC goes on to allege that
2 LERE was later dissolved. (*FAC* § 78). There is no allegation that that LAKE ever had an interest in
3 LERE, that he was responsible for the dissolution of LERE, or that he ever received any benefit from
4 the dissolution of LERE. Likewise, it is unclear what SHERLOCK is referring to when she references
5 the “Partnership Agreement” (*see FAC* ¶ 71). The term is not defined anywhere in the FAC and there
6 is no specificity as to what this alleged partnership entailed.

7 *C. SHERLOCK Fails To Maintain A Claim Against Lake For Either Count Of Conspiracy*

8 SHERLOCK’s Third and Seventh Causes of Action both allege a “civil conspiracy” against
9 LAKE. Though not entirely clear, both causes of action are seemingly based on SHERLOCK’s faulty
10 conversion and Cartwright Act claims.

11 For there to be a conspiracy, there must be an unlawful agreement, an overt act committed in
12 furtherance of the conspiracy, and damage from that act. *Applied Equipment Corp. v. Litton Saudi*
13 *Arabia Ltd.* (1994) 7 Cal.4th 503. Conspiracy is not itself a substantive basis for liability. *Favila v.*
14 *Katten Muchin Rosenman LLP* (2010) 188 Cal.App.4th 189. Civil conspiracy is not an independent
15 tort under California law. *Pavicich v. Santucci* (2000) 85 Cal.App.4th 382; *Everest Investors 8 v.*
16 *Whitehall Real Estate Limited Partnership XI* (2002) 100 Cal.App.4th 1102. There is no separate tort
17 of civil conspiracy, and there is no civil action for conspiracy to commit a recognized tort unless the
18 wrongful act itself is committed and damage results therefrom. *Richard B. LeVine, Inc. v. Higashi*
19 (2005) 131 Cal.App.4th 566; *Mehrtash v. Mehrtash* (2001) 93 Cal.App.4th 75. When a plaintiff asserts
20 the existence of a civil conspiracy among the defendants to commit the tortious acts, the source of
21 any substantive liability arises out of an independent duty running to the plaintiff and its breach; tort
22 liability cannot arise vicariously out participate in the conspiracy itself. *Ferris v. Gatke Corp* (2003)
23 107 Cal.App.4th 1211.

24 Here, there can be no conspiracy by LAKE to commit conversion since there was no
25 conversion by LAKE. A conspiracy cause of action cannot survive on its own and without adequately
26 pleading the existence of any underlying tort, i.e., conversion, SHERLOCK cannot maintain either
27 of her conspiracy causes of action against LAKE.

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1 *D. The FAC Fails To Sufficiently Allege Unfair Business Practices*

2 Though SHERLOCK asserts a cause of action pursuant to § 17200 of the California Business
3 and Professions Code (“UCL”), it is unclear how these allegations relate to LAKE. Indeed, LAKE is
4 not specifically referenced anywhere in the cause of action. In construing the FAC in a light most
5 favorable to SHERLOCK, LAKE will assume that the unfair competition relates to the Cartwright
6 Act violations found in SHERLOCK’s first cause of action.

7 California’s unfair competition law permits civil recovery for “any unlawful, unfair, or
8 fraudulent business act or practice and unfair, deceptive, untrue, or misleading advertising. *Cal. Bus.*
9 *& Prof. Code* § 17200. A private person may assert a UCL claim only if she (1) has suffered injury
10 in fact and (2) has lost money or property as a result of the unfair competition. *Hall v. Time, Inc.*
11 (2008) 158 Cal.App.4th 847, 852. The second prong of this standing test “imposes a causation
12 requirement. The phrase ‘as a result of’ in its plain and ordinary sense means ‘caused by’ and requires
13 a showing of a causal connection or reliance on the alleged misrepresentation.” *Id.*

14 As with her claims related to the alleged Cartwright Action violation, there is nothing in the
15 FAC that gives any indication that SHERLOCK was a market participant, or even attempted to
16 become a market participant, in the San Diego cannabis market. There is no ascertainable injury in
17 fact nor has SHERLOCK lost money or property, as more fully discussed above, by way of the facts
18 alleged in the FAC. Moreover, SHERLOCK’s failure to plead a Cartwright Act violation bars her
19 from asserting a UCL claim on the same grounds.

20 *E. Declaratory Relief*

21 As it relates to LAKE, SHERLOCK asserts a cause of action for declaratory relief seeking a
22 judicial determination that the transfers of BIKER’s interests in LERE and the Balboa CUP are void.
23 For the reasons discussed above, BIKER did not have an interest in the Balboa CUP and there is
24 nothing in the FAC that alleges that LAKE either had an interest in LERE or was otherwise involved
25 in the dissolution of LERE. Thus, the cause of action is merely repetitive of SHERLOCK’s other
26 prior claims.

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VI. CONCLUSION

LAKE requests that its demurrer be sustained without leave to amend and that it be dismissed from the action.

Dated: July 8, 2022

BLAKE LAW FIRM



By: _____

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ANDREW E. HALL, ESQ.
Attorneys for Defendant,
STEPHEN LAKE

Exhibit D

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7 STEPHEN LAKE

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF SAN DIEGO – CENTRAL DIVISION**

11 AMY SHERLOCK, an individual and on
behalf of her minor children, T.S. and S.S.,
12 ANDREW FLORES, an individual,

13 Plaintiffs,

14 vs.

15 GINA M. AUSTIN, an individual; AUSTIN
LEGAL GROUP, a professional corporation,
16 LARRY GERACI, an individual, REBECCA
BERRY, an individual; JESSICA
17 MCELFFRESH, an individual; SALAM
RAZUKI, an individual; NINUS MALAN, an
18 individual; FINCH, THORTON, AND
BARID, a limited liability partnership;
19 ABHAY SCHWEITZER, an individual and
dba TECHNE; JAMES (AKA JIM)
20 BARTELL, an individual; NATALIE
TRANG-MY NGUYEN, an individual,
21 AARON MAGAGNA, an individual;
BRADFORD HARCOURT, an individual;
22 SHAWN MILLER, an individual; LOGAN
STELLMACHER, an individual;
23 EULENTHIAS DUANE ALEXANDER, an
individual; STEPHEN LAKE, an individual,
24 ALLIED SPECTRUM, INC., a California
corporation, PRODIGIOUS COLLECTIVES,
25 LLC, a limited liability company, and DOES 1
through 50, inclusive,

26 Defendants.
27
28

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County of San Diego

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By E- Filing, Deputy Clerk

Case No. **37-2021-00050889-CU-AT-CTL**

**DECLARATION OF STEPHEN LAKE IN
SUPPORT OF DEFENDANT'S
OPPOSITION TO PLAINTIFF'S
APPLICATION FOR STAY OF ACTION**

Hearing Date: April 7, 2023
Hearing Time: 9:00 a.m.

Case Filed: December 3, 2021
Department: Dept. C-75
Judge: Hon. James A. Mangione
Trial Date: Not Set

1 DECLARATION OF STEPHEN LAKE

2 I, Stephen Lake, hereby declare as follows:

3 1. I, STEPHEN LAKE (“Defendant” or “LAKE”), am a defendant in this action. I am
4 over the age of 18 and the following facts are of my own knowledge, except as to those matters
5 herein stated to be upon information and belief, and as to those facts I am informed and believe them
6 to be true. If called as a witness, I could and would testify competently thereto.

7 2. I am the brother-in-law of Plaintiff AMY SHERLOCK (“SHERLOCK”). I and
8 SHERLOCK’s husband, Michael “Biker” Sherlock (“BIKER”), were long-time friends and
9 companions. Thus, in or around June 2012, with BIKER’s business, Dregs Skateboards, was hit hard
10 by the recession and began experiencing financial issues. This created stress on BIKER on many
11 levels – on him personally and especially on his relationship with SHERLOCK. At the same time,
12 the family observed BIKER becoming increasingly depressed and anxious. His prior abundance of
13 confidence shrunk, he began having fainting spells and seizures, and became generally confused, all
14 of which contributed to his inability to find meaningful employment. I believed, however, that
15 BIKER was an entrepreneur at heart and, more importantly, was his friend and brother, so I stepped
16 in to help.

17 3. On June 20, 2012, LAKE’s family trust loaned Biker Sherlock Enterprises, Inc.
18 \$150,000 to purchase Chakra balance boards for a new business that BIKER was starting. The loan
19 was secured by a promissory note that required monthly payments in the amount of \$3,041.46 for 48
20 consecutive months. We never received a single payment. On March 14, 2013, I was presented a
21 debtor settlement agreement from BIKER’s bankruptcy attorney whereby I ended up with 3,330
22 balance boards as collateral for the money I loaned; those boards has no value to me. Because he
23 was struggling through a difficult time and trying to earn back the respect of his wife, I honored his
24 wish to keep the transaction between he and I. Attached hereto and incorporated by reference as
25 **Exhibit “1”** is a true and correct copy of the Settlement Agreement, which contains a copy of the
26 June 20, 2012 Promissory Note.

27 4. After BIKER’s business was shut down, he found himself unemployed and struggling
28 to find a job in a difficult San Diego job market with a high cost of living. To help BIKER through

1 this difficult time, once again without telling anyone, I loaned him \$5,000 on three separate occasions
2 so he could pay his bills and take care of his family.

3 The Ramona Property

4 5. Sometime toward the end of 2013, I was approached by BIKER, who indicated that
5 he was made aware that San Diego was going to allow licensed medical marijuana stores to open in
6 specified geographical locations. It was my impression that BIKER was extremely excited about the
7 prospects of entering the industry and I was happy to see that old fire lit back up in my friend.

8 6. In July 2014, BIKER approached me about a property he was looking at in Ramona
9 – 1210 Olive Street, Ramona, CA 92065 (“Ramona Property”). At first, I balked at the prospect of
10 purchasing the Ramona Property. I eventually reconsidered. This was due not only to the fact that I
11 wanted to help BIKER but because I became aware of another group that was interested in the
12 Ramona Property spearheaded by Renny Bowden (“Bowden”). Because neither Bowden nor BIKER
13 had the capital to purchase the Ramona Property and the prior owner was not interested in leasing
14 the property, BIKER and Bowden approached me with the idea that I would purchase the Ramona
15 Property, build it out, and then lease the property back to them as part of a larger business that they
16 intended to pursue. Bowden and I had a longstanding friendship – he was my college roommate for
17 8-10 months– and I found his potential involvement such an unlikely coincidence that it comforted
18 me in my decision to move forward. As such, on or about January 8, 2015, I purchased the Ramon
19 Property as my sole and separate property. Attached hereto and incorporated by reference as **Exhibit**
20 **“2”** is a true and correct copy of the Ramona Property Grant Deed.

21 7. After closing, I contemplated with how to proceed. I was not then, nor have I ever
22 been, involved in the marijuana industry. My discomfort with the industry coupled with my lack of
23 knowledge fueled my decision to proceed as a landlord. At no point did BIKER ever have a financial
24 interest in the Ramona Property and the Ramona Property was then, and remains to this day, in my
25 name.

26 The Balboa Property

27 8. Prior to April 24, 2015, David Chadwick (“Chadwick”) formed Leading Edge Real
28 Estate, LLC (“LERE”), for which he served as CEO. At some point unknown to me, Chadwick,

1 BIKER, BIKER's partner, Brad Harcourt ("Harcourt"), all partnered up to pursue the purchase of
2 8863 Balboa Avenue, Unit E, San Diego, CA 92123 ("Balboa Property"). On or about June 30, 2015,
3 Chadwick resigned as CEO of LERE, at which point BIKER, on information and belief, was
4 appointed as CEO.

5 9. Chadwick's resignation occurred after several events pertinent to this dispute. On
6 June 9, 2015, my wife and I through our family trust, the Lake Family Trust ("Trust") made a
7 \$289,560.68 loan to LERE as a 3rd party deposit into escrow and as what was intended to be a two-
8 week bridge loan. We only made the loan because of BIKER's involvement in LERE. The loan was
9 memorialized via a promissory note. The loan was to be used to purchase 8863 Balboa Avenue, Unit
10 E, San Diego, CA 92123 ("Balboa Property"). Notably, LAKE and BIKER had a clear, direct
11 conversation of the importance of the loan being paid back in a timely manner; BIKER and his
12 business partners, including Harcourt, agreed and pledged that if the loan were not timely paid back,
13 the Balboa Property would be deeded to LAKE as payment with the intent that LAKE would sell the
14 Balboa Property to recoup his investment. BIKER in particular, because of his prior history of
15 obtaining loans from LAKE and failing to pay them back, was adamant in pledging the Balboa
16 Property as collateral for LAKE's loan. Attached hereto and incorporated by reference as **Exhibit**
17 **"3"** is a true and correct copy of the Pledge and Security Agreement and Promissory Note ("Balboa
18 Loan").

19 10. There were immediate problems with the Balboa Property. One such problem had to
20 do with the HOA at the premises, which had recently amended its governing documents to prohibit
21 the operation of any marijuana dispensaries. On June 16, 2015, BIKER, Chadwick, and Harcourt
22 received a legal opinion advising that any attempts to overturn this amendment would be very
23 unlikely. Thus, BIKER and the others were unable to legally use the Balboa Property for its intended
24 use. I was not made aware of this potential issue with the HOA, including the fact that the HOA had
25 amended its CC&Rs to prohibit operation of dispensaries, at the time I made the Balboa Loan.

26 11. On September 9, 2015, the promissory note went into default. I discussed the default
27 with both BIKER and Harcourt and made it clear that they needed to make good on the terms of the
28 note and security agreement. I conveyed to both that I had no desire to be a part of the business and

1 simply wanted the loan proceeds repaid. BIKER and Harcourt pledged to follow through as they
2 agreed. Given these reassurances, I allowed BIKER and Harcourt more time to procure financing to
3 pay off the Balboa Loan.

4 12. Over the next several weeks, BIKER and Harcourt met with other potential investors
5 to raise funds to pay off the Balboa Loan. They were unsuccessful. I became increasingly frustrated
6 as their continued default on the Balboa Loan was beginning to cause me financial distress.
7 Moreover, though BIKER was like family to me, he nevertheless had a history of failing to repay
8 loans to me – like, for example, the Chakra loan. I communicated by concern to BIKER and reiterated
9 that I was only trying to help him and never wanted to be a part of the business.

10 13. In or around early October 2015, BIKER and Harcourt determined that they could not
11 find an investor and decided to try to secure funding to purchase the Balboa Property and the property
12 went into escrow. However, by October 22 or 23, 2015, the Balboa fell out of escrow due to, on
13 information and belief, BIKER’s and Harcourt’s inability to provide personal guarantees.

14 14. By October 26, 2015, BIKER and Harcourt still had not procured financing. I went
15 to lunch with BIKER and Harcourt to discuss options as, again, I simply wanted to be repaid and
16 wanted nothing to do with the business. The solutions offered by BIKER and Harcourt included: (1)
17 to make me the managing member of LERE with 100% capital interest in the company and (2) to
18 transfer the Balboa Property over to my company, High Sierra Equity LLC (“High Sierra”) in an
19 effort to pay off the defaulted loan.

20 15. On November 18, 2015, I met with BIKER and Harcourt at Harcourt’s office in La
21 Jolla, where we discussed the solutions presented by BIKER and Harcourt during our October 26,
22 2015 meeting. I was hesitant to agree to the proposed arrangement but ultimately decided that this
23 was better than receiving nothing on the Balboa Loan and, in cooperation with BIKER and Harcourt,
24 we documented the transaction. We ultimately settled on an agreement that LERE would be
25 cancelled and would quitclaim the Balboa Property over to High Sierra.

26 16. Immediately thereafter, BIKER, Harcourt, and I went to lunch, where I recall BIKER
27 and Harcourt discussing that they intended to cancel their other LLCs and corporations that BIKER
28 and Harcourt had established for the Balboa business venture since it had failed and cost Harcourt a

1 lot of money.

2 **BIKER's Passing**

3 17. On December 2, 2015, I called BIKER to check in, as I did frequently. After just a
4 few minutes, I could tell he was having a tough morning and decided to meet up with him in person.
5 When I arrived at BIKER's residence, I found Harcourt was there and that they were going over
6 paperwork and signing documents, which I did not find unusual given that BIKER and Harcourt
7 were business partners and had previously discussed during our November 18, 2015 meeting their
8 intent to dissolve several business entities. To the best of my knowledge, BIKER intended to move
9 forward with the arrangement he, Harcourt, and I agreed to on November 18, 2015 to dissolve LERE
10 and quitclaim the Balboa Property to High Sierra as payment for the Balboa Loan.

11 18. On December 3, 2015, BIKER was found deceased with a gunshot wound to the head
12 that was determined to be self-inflicted. To the best of my knowledge, BIKER's death was
13 designated as a suicide and remains characterized as such to this day.

14 19. The next several days were a blur but it was "all hands on deck" at the SHERLOCK
15 house to help clean, organize, and to find anything banking or insurance related with which to help
16 the family.

17 20. On December 14, 2015, I met with SHERLOCK for coffee to discuss how to proceed
18 with some of the outstanding business issues. We discussed the arrangement with the Balboa
19 Property resulting in High Sierra taking the Balboa Property back as payment for the Balboa Loan.
20 I recall SHERLOCK being happy that I was protected and able to keep the Balboa Property in the
21 family. I reiterated to her, as I had BIKER, that outside of loaning the money and trying to understand
22 the issues with the HOA in an effort to help my friends get their business off the ground and
23 ultimately repay me, I was not a part of the business and never intended or wanted to be.

24 **Business Wind-Up After BIKER's Passing**

25 21. Starting around December 17, 2015, Harcourt contacted Edith Gutierrez at the City
26 of San Diego to set up a meeting with he, me, and SHERLOCK to figure out how to proceed after
27 BIKER's passing. I kept SHERLOCK apprised of these discussions. Notably, Ms. Gutierrez
28 confirmed that the Balboa Conditional Use Permit ("CUP") had "already been approved and

1 recorded so nothing on the permit will change *as the permit runs with the land.*” Attached hereto
2 and incorporated by reference as **Exhibit “4”** is a true and correct copy of the December 21, 2015
3 Gutierrez e-mail.

4 22. I kept SHERLOCK apprised of the communications with Ms. Gutierrez and made
5 efforts to put her in touch with Ms. Gutierrez to effectuate the transfer of the CUP to SHERLOCK
6 as the “financially responsible party.” For example, on December 17, 2015, I reached out to
7 SHERLOCK via text message to asked whether she had time to visit Edith at the city to “transfer the
8 name on Balboa,” by which I meant transfer the name of the financially responsible party on the
9 CUP from BIKER to SHERLOCK. On January 12, 2016, I reached out to Ms. Gutierrez asking for
10 a good time for me and SHERLOCK to visit her “to change the account into her name.” I was
11 working *with SHERLOCK* to transfer the CUP into *her* name. Attached hereto and incorporated by
12 reference as **Exhibit “5”** is a true and correct copy of my texts with SHERLOCK.

13 23. At some point prior to December 24, 2015, Bowden, who was simply trying to help
14 the family during the difficult time after BIKER’s passing and who stood to gain nothing from doing
15 so, met with Ms. Gutierrez, who advised that SHERLOCK would need to provide a death certificate
16 and marriage certificate in order to be named as a financially responsible party.

17 24. Throughout the course of 2016, I met with SHERLOCK on at least four separate
18 occasions, each one lasting 2+ hours, to discuss everything that was going on, from life to any way
19 I could help with the businesses. I did this because she is family and I cared about her deeply; despite
20 her misguided and ill-informed lawsuit against me, I still do.

21 25. On April 13, 2016, Harcourt emailed me the details to finalize the quitclaim of the
22 Balboa Property from LERE to High Sierra as we had agreed back in November 2015. Attached
23 hereto and incorporated by reference as **Exhibit “6”** is a true and correct copy of the Grant Deed,
24 which was recorded on April 14, 2016.

25 26. We – myself, SHERLOCK, and Harcourt – collectively made the decision not to fight
26 with the Balboa HOA to try and overturn their Amended CC&Rs. We all, SHERLOCK included,
27 decided that we did not want to risk any more of our money on fighting what felt like a losing battle,
28 particularly given that I never wanted to be a part of the project in the first place and had no intent

1 of throwing any more money at it.

2 27. I vividly recall SHERLOCK agreeing and expressing her desire to “turn the chapter.”
3 In particular, SHERLOCK has procured a \$1 million payout from BIKER’s life insurance policy and
4 she was not willing to risk any of that money in furtherance of BIKER’s Balboa business venture.
5 During this time, SHERLOCK expressed her hard feelings toward BIKER and indicated her desire
6 to distance herself from his legacy. In fact, SHERLOCK referred to BIKER as a “lying, cheating,
7 thief with no honor” and she was reluctant to give BIKER a legacy that was “false.” It was my
8 understanding that this included any involvement with the Balboa Property or the project that BIKER
9 had once been involved with. At the same time, SHERLOCK praised me and my wife Kelly as being
10 “absolutely amazing” and expressing how “grateful” she was for us. Attached hereto and
11 incorporated by reference as **Exhibit “7”** is a true and correct copy of a May 16, 2016 email sent by
12 SHERLOCK that summarizes her disdain for BIKER, desire to distance herself from his legacy, and
13 praising the support of me and Kelly.

14 28. Having no intention of having anything to do with the business, I resolved to sell the
15 Balboa Property in an effort to recoup proceeds from the Balboa Loan. I am 100% certain that
16 SHERLOCK was aware of my intent to sell the Balboa Property to recover all of the money I had
17 invested through the Balboa Loan. In or around August 2016, the Balboa Property went into escrow
18 for \$375,000. Escrow closed on September 19, 2016 and the funds were received.

19 29. I am not now, nor have I ever been, in the marijuana or cannabis business or industry.

20 30. I do not know Gina Austin, I have never been a client of Gina Austin or the Austin
21 Legal Group, and I have never had any business dealings with Gina Austin or the Austin Legal
22 Group. To the best of my knowledge, neither Gina Austin nor the Austin Legal Group had any
23 interest in or affiliation with either the Balboa Property or the Ramona Property or the CUPs
24 associated with either of those properties.

25 31. Other than my involvement as owner of the Ramona Property and lender, and
26 subsequent owner of the Balboa Property after BIKER’s default, I had no involvement with the
27 Lemon Grove Property or CUP nor the Federal Property or CUP.

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I declare, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct. Executed on March 24, 2023, in Encinitas, California.

Stephen Lake

STEPHEN LAKE

EXHIBIT 1

SETTLEMENT AGREEMENT

This Agreement is made as of March ¹⁴, 2013 ("Effective Date") by and between MICHAEL D. SHERLOCK, individually; BIKER SHERLOCK ENTERPRISES, INC. (dba B.S. ENTERPRISES, INC., a California corporation); and DREGS SKATEBOARDS (collectively "DEBTOR") and the LAKE FAMILY TRUST and STEVEN LAKE, individually (collectively "CREDITOR") in connection with the below product return Agreement. DEBTOR and CREDITOR are sometimes referred to herein collectively as "the Parties" and individually as "a Party."

RECITALS

On or about June 20, 2012, DEBTOR entered into that certain Promissory Note in the amount of One Hundred Fifty Thousand dollars (\$150,000.00) made payable to CREDITOR (the "Note"), which is attached hereto and incorporated herein by this reference as Exhibit "A."

DEBTOR used the funding provided by the Note to acquire certain merchandise consisting of approximately 3,330 balance board products ("Balance Boards") that DEBTOR intended to sell to repay the Note.

DEBTOR's business failed due to a number of adverse financial factors and he is unable to satisfy the obligation under the Note.

AGREEMENT

DEBTOR and CREDITOR have agreed that DEBTOR will transfer the Balance Boards to CREDITOR in full and complete satisfaction of any and all obligations to CREDITOR, including but not limited to the Note, and that both DEBTOR and CREDITOR will provide each other the full and complete release provided in this document, such release to be binding on its execution and delivery of product.

General Release by CREDITOR. CREDITOR, on behalf of himself, and his heirs, spouse, children, successors, assigns, and predecessors, hereby forever releases DEBTOR and their heirs, successors, predecessors, assigns, insurers, representatives, agents, and attorneys, from any and all claims, suits, petitions, and causes of action of any kind whatsoever, whether past or present, whether known or unknown, arising at any time from the beginning of time to the date of this Agreement, which CREDITOR has or might have against DEBTOR.

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

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of

Enforcement of Terms of Settlement. All aspects of this Agreement shall be enforceable under Code of Civil Procedure section 664.6, notwithstanding the dismissal described in Section 1.2 above, and the court shall retain jurisdiction to so enforce this Settlement Agreement.

Attorneys' Fees. Each Party shall bear his/her own attorneys' fees and costs incurred in connection with this Agreement. However, in the event that any Party initiates legal proceedings (including but not limited to arbitration or judicial reference proceedings) for the enforcement or interpretation of this Agreement, then the prevailing Party in such proceedings shall be entitled to recover reasonable attorneys' fees and costs in addition to any other relief which might be awarded to such prevailing party.

Further Assurances. The Parties agree that they shall cooperate with one another to finalize and effectuate this Agreement. Such cooperation shall include, but not necessarily be limited to, the execution and delivery of documents and pleadings which are consistent with, and may be related to, this Agreement.

Execution. This Agreement may be executed in multiple counterparts and/or by the use of separate signature pages, each of which may be a facsimile or e-mail copy. Upon such execution, this Agreement shall have the same effect as if all signatories had signed the same signature page of the same original document.

Acknowledgments. In signing this Agreement, each signatory is representing and acknowledging that he/she/it (i) has read and understood it, including but not limited to the release provisions set forth above, (ii) has executed it voluntarily, and (iii) has had the opportunity to consult with an attorney of his/her/its own choice regarding the meaning and effect of this Agreement.

No Admissions. Neither the execution of, nor performance under, this Agreement shall constitute an admission of any kind by any person.

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

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

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

Executed as of the date first set forth above.

MICHAEL D. SHERLOCK, individually

By: _____
MICHAEL D. SHERLOCK

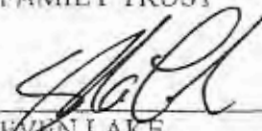
BIKER SHERLOCK ENTERPRISES, INC.
(dba B.S. ENTERPRISES, INC., a California corporation)

By: _____
MICHAEL D. SHERLOCK

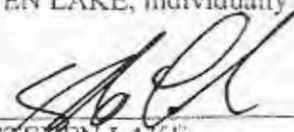
DREGS SKATEBOARDS

By: _____
MICHAEL D. SHERLOCK

LAKE FAMILY TRUST

By:  _____
STEVEN LAKE

STEVEN LAKE, individually

By:  _____
STEVEN LAKE

Biker Sherlock Enterprises, Inc.
A California Corporation

June 20, 2012

PROMISSORY NOTE

FOR VALUE RECEIVED, Biker Sherlock Enterprises, Inc. (dba B.S. Enterprises, Inc.) A California Corporation, promises to pay to the order of Lake Family Trust ("Lender") the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00), together with 8% interest on the unpaid balance, payable as follows: \$3,041.46 to be paid on the first day of every month beginning January 1st 2013, payable in full no later than December 1st 2017. This note may be prepaid, at any time, in whole or in part, without penalty. This note shall at the option of the holder hereof be immediately due and payable upon failure to make any payment due hereunder or for breach of any condition of any security interest, mortgage, pledge agreement or guaranty granted as collateral security for this note or upon the filing by any of the undersigned of an assignment for the benefit of creditors, bankruptcy, or for the relief under any provisions of the Bankruptcy Code; or by suffering an involuntary petition in bankruptcy or receivership not vacated within thirty days. In the event this Note shall be in default, and placed with an attorney for collection, then the undersigned agree to pay all reasonable attorney fees and costs of collection. The undersigned and all other parties to this Note, whether as endorsers, guarantors or sureties waive demand, presentment and protest and all notices thereto and further agree to remain bound, notwithstanding any extension, modification, waiver, or other indulgence by any holder or upon the discharge or release of any obligor hereunder or to this Note, or upon the exchange, substitution, or release of any collateral granted as security for this Note. Signed and sealed under pains and penalties of perjury this 20 day of June, 2012.

Michael Sherlock

STEPHEN A. LAKE TTEE
KELLY KENTNER LAKE TTEE
2527 DOWD HOLLOW RD
INDIANIA, CA 94134-7244



UBS Financial Services, Inc.

199

6/20/12

25-58-148

MEMO TO: Biker Sherlock Enterprises, Inc. \$ 150,000.00
ONE HUNDRED FIFTY THOUSAND 150,000

Resource Management Account®
2001 152-1111
4975 Magnolia Blvd, Suite 100
Culver City, CA 90230

ABCDEFGHIJ KLMN PQRST UVWXYZ

⑆044000804⑆ 8107500759⑆00199

EXHIBIT 2

Recording Requested By:
FIRST AMERICAN TITLE
National Commercial Services

DOC# 2015-0008260



Jan 08, 2015 03:39 PM

OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$1,113.90
PCOR: YES

AND WHEN RECORDED MAIL TO:

Stephen Lake
3537 Dove Hollow Road
Encinitas, CA 92024

MAIL TAX STATEMENT

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: NCS-681407-SD

Escrow No.: 101-001814-RBG

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$1,098.90

[X] computed on full value of property conveyed, or

[] computed on full value less value of liens or encumbrances remaining at time of sale.

[X] Unincorporated area [] City of Ramona **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

ED L. Construction Inc., a Nevada Corporation

hereby GRANT(s) to: **Stephen Lake, a married man as his sole and separate property**

the real property in the County of San Diego, State of California, described as:

Parcel 2 in the County of San Diego, State of California, according to Map thereof No. 11022 of Parcel Maps, filed in the Office of the County Recorder of San Diego County, February 26, 1981.

AP#: 281-121-12-00

Also Known as: 1210 Olive Street, Ramona, CA 92065

DATED October 2, 2014

STATE OF CALIFORNIA

COUNTY OF **SAN DIEGO**

On **10/02/2014**

before me, **MONICA BROOKS**

A Notary Public personally appeared

ROBERT MOORE

ED L. Construction Inc., a Nevada Corporation

By:

Robert Moore, President

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE:



EXHIBIT 3

PLEDGE AND SECURITY AGREEMENT

PLEDGE AND SECURITY AGREEMENT dated as of the 9th of June 2015, made by Leading Edge Real Estate, LLC, a California LLC, (the "Pledgor"), in favor of High Sierra Equity, LLC ("Lender").

WITNESSETH:

That for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby agrees with the Lender as follows:

1) **Pledge and Grant of Security Interest.** As collateral security for all of the Obligations (as defined in Section 2 hereof), including the requirement of Pledgor to promptly purchase real estate known as 8863 Balboa Avenue, Suite E, San Diego, CA 92123. The Pledgor hereby pledges and assigns to the Lender, and grants to the Lender a continuing security interest in, the following (the "Pledged Collateral"):

- a) all of Pledgor's shares of outstanding capital stock (common and preferred) of Leading Edge Real Estate, LLC, a California LLC, (the "Pledged Shares"), the certificates representing the Pledged Shares, all options and other rights, contractual or otherwise, with respect thereto and all dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Shares;
- b) all additional shares of stock of Leading Edge Real Estate, LLC, a California LLC, from time to time acquired by the Pledgor, the certificates representing such additional shares and all dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such additional shares;
- (c) All proceeds of any and all of the foregoing;

in each case, whether now owned or hereafter acquired by the Pledgor and howsoever Pledgor's interest therein may arise or appear (whether by ownership, security interest, claim or otherwise).

2) **Security for Obligations.** The security interest created hereby in the Pledged Collateral constitutes continuing collateral security for all of the following obligations, whether now existing or hereafter incurred (the "Obligations"):

- a) the prompt payment by the Pledgor, as and when due and payable, of all amounts from time to time owing under or pursuant to that certain Promissory Note (the "Note") of even date herewith, in the principal sum of \$289,560.68, executed by Pledgor and payable to the order of Lender, together with all renewals, modifications and extensions thereof, in whole or in part, or any instrument given to secure the same; and
- b) the due performance and observance by the Pledgor of all of the Pledgor's covenants, agreements, duties, representations and obligations from time to time existing pursuant to this Agreement, and in any other instrument which now or hereafter secures the Note; and
- c) the prompt payment and performance of any and all other present and future indebtednesses and obligations of Pledgor to Lender of every kind, character, and description, howsoever and whensoever arising, whether absolute or contingent, joint or several, matured or unmatured, direct or indirect, primary or secondary, and including without limitation, all future advances to the Pledgor, all liabilities of the Pledgor under any guaranty executed in favor of the Lender at any time and all obligations of the Pledgor with respect to any letters of credit issued at any time by Lender for the benefit of Pledgor.

3) **Delivery of the Pledged Collateral.**

- a) All certificates representing the Pledged Shares shall be delivered to the Lender simultaneously with the execution and delivery of this Agreement or immediately upon receipt thereof by Pledgor. All other certificates and instruments constituting Pledged Collateral from time to time shall be delivered to the Lender promptly upon the receipt thereof by or on behalf of the Pledgor. Until such delivery to Lender such certificates and instruments shall be held in trust for the benefit of Lender. All such certificates and

instruments shall be held by or on behalf of the Lender pursuant hereto and shall be delivered in suitable form for transfer by delivery or shall be accompanied by duly executed instruments of transfer or assignment in plain, English form and substance satisfactory to the Lender.

- c) If the Pledgor shall receive, by virtue of Pledgor being or having been an owner of any Pledged Collateral, any stock certificate (including, without limitation, any certificate representing a stock dividend or distribution in connection with any increase or reduction of capital, reclassification, merger, consolidation, sale of assets, combination of shares, stock split, spinoff or split-off), promissory note or other instrument, option or right, whether as an addition to, substitution for, or in exchange for, any Pledged Collateral, or otherwise; (ii) dividends payable in cash (except such dividends permitted to be retained by the Pledgor pursuant to Section 6 hereof) or in securities or other property; or (iv) dividends or other distributions in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in surplus, the Pledgor shall receive such stock certificate, promissory note, instrument, option, right, payment or distribution in trust for the benefit of the Lender, shall segregate it from the Pledgor's other property and shall deliver it forthwith to the Lender in the exact form received, with any necessary endorsement and/or appropriate stock powers duly executed in blank, to be held by the Lender as Pledged Collateral and further collateral security for the obligations.

4) **Representations and Warranties.** The Pledgor represents and warrants as follows:

- a) The Pledgor is the legal and beneficial owner of the Pledged Collateral free and clear of any lien, security interest or other charge or encumbrance except for the security interest created by this Agreement.
- b) The exercise by the Lender of its rights and remedies hereunder will not contravene any law or governmental regulation or any contractual restriction binding on or affecting the Pledgor or any of Pledgor's properties and will not result in or require the creation of any lien, security interest or other charge or encumbrance upon or with respect to any of Pledgor's properties.
- c) No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either (i) for the pledge hereunder by the Pledgor of, or the grant by the Pledgor of the security interest created hereby in, the Pledged Collateral or (ii) except as may be required by laws affecting the offering and sale of securities generally, for the exercise by the Lender of its rights and remedies hereunder.
- d) This Agreement creates a valid security interest in favor of the Lender in the Pledged Collateral. The taking possession by the Lender of the certificates representing the Pledged Shares and all other certificates, instruments and cash constituting Pledged Collateral from time to time will perfect, and establish the first priority of, the Lender's security interest hereunder in the Pledged Collateral securing the Obligations. Except as set forth in this Section 4(d), no action is necessary or desirable to perfect or otherwise protect such security interest.
- e) The Pledged Shares are incorporated herein by reference; and all such shares have been duly authorized and validly issued, are fully paid and nonassessable.
- f) The Pledgor agrees to apply the proceeds of the Note to purchase the property known as 8863 Balboa Avenue, Suite E, San Diego, CA 9212.

5) **Covenants as to the Pledged Collateral.** So long as any of the Obligations shall remain outstanding, the Pledgor will, unless the Lender shall otherwise consent in writing:

- a) permit the Lender, its agents or representatives, at any reasonable time and from time to time to examine and make copies of and abstracts from Pledgor's records concerning the Pledged Collateral;
- b) at Pledgor's expense, promptly deliver to the Lender a copy of each notice or other communication received by it in respect of the Pledged Collateral;
- c) at Pledgor's expense, defend the Lender's right, title and security interest in and to the Pledged Collateral against the claims of any person or entity;
- d) at Pledgor's expense, at any time and from time to time, promptly execute and deliver all further instruments and documents and take all further action that may be necessary or desirable or that the Lender may request in order to (i) perfect and protect the security interest created or purported to be

- created hereby; (ii) enable the Lender to exercise and enforce its rights and remedies hereunder in respect of the Pledged Collateral; or (iii) otherwise effect the purposes of this Pledge Agreement;
- e) not sell, assign, exchange or otherwise dispose of any Pledged Collateral or any interest therein;
 - f) not create or suffer to exist any lien, security interest or other charge or encumbrance upon or with respect to any Pledged Collateral except for the security interest created hereby;
 - g) not make or consent to any amendment or other modification or waiver with respect to any Pledged Collateral or enter into any agreement or permit to exist any restriction with respect to any Pledged Collateral;
 - h) not take or fail to take any action which would in any manner impair the value or enforceability of the Lender's security interest in any Pledged Collateral; and
 - i) pledge hereunder, immediately upon Pledgor's acquisition (directly or indirectly) thereof, any and all additional shares of stock or other securities of the issuer of the Pledged Shares.

6) **Additional Provisions Concerning the Pledged Collateral.**

- a) The Pledgor hereby agrees to take any action and to execute any instruments which may be necessary or advisable to accomplish the purposes of this Agreement.
- b) The Pledgor hereby irrevocably appoints the Lender the Pledgor's attorney-in-fact and proxy, with full authority in the place and stead of the Pledgor and in the name of the Pledgor or otherwise, from time to time in the Lender's discretion, to take any action and to execute any instrument which the Lender may deem necessary or advisable to accomplish the purposes of this Agreement subject to the rights of the Pledgor under Section 6(e) hereof, including, without limitation, to receive, endorse and collect all instruments made payable to the Pledgor representing any dividend or other distribution in respect of the Pledged Collateral or any part thereof and to give full discharge for the same.
- c) If the Pledgor fails to perform any agreement or obligation contained herein, the Lender itself may perform, or cause performance of, such agreement or obligation, and the expenses of the Lender incurred in connection therewith shall be payable by the Pledgor pursuant to Section 9 hereof.
- d) The Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Pledged Collateral in its possession if the Pledged Collateral is accorded treatment substantially equal to that which the Lender accords its own property, it being understood that the Lender shall not have responsibility for (i) ascertaining or taking action with respect to calls, options, conversions, exchanges, maturities, tenders or other matters relating to any Pledged Collateral, whether or not the Lender has or is deemed to have knowledge of such matters, or (ii) taking any necessary steps to preserve rights against any parties with respect to any Pledged Collateral.
- e) Prior to the occurrence of an Event of Default (as defined in Section 7 hereof):
- f) the Pledgor may exercise any and all voting and other consensual rights and all options pertaining to the Pledged Collateral or any part thereof for any purpose not inconsistent with the terms of this Agreement;
- g) the Pledgor may receive and retain any and all dividends paid in respect of the Pledged Collateral; provided, however, that any and all (A) dividends paid or payable other than in cash in respect of, and instruments or other property received, receivable or otherwise distributed in respect of or in exchange for, any Pledged Collateral, (B) dividends or other distributions paid or payable in cash in respect of any Pledged Collateral in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in surplus, and (C) cash paid, payable or otherwise distributed in redemption of, or in exchange for, any Pledged Collateral, shall be Pledged Collateral and shall, if received by the Pledgor, be received in trust for the benefit of the Lender, shall be segregated from the other property or funds of the Pledgor, and shall be forthwith delivered to the Lender in the exact form received with any necessary endorsement and/or appropriate stock powers duly executed in blank, to be held by the Lender as Pledged Collateral and as security for the Obligations.
- h) Upon the occurrence of an Event of Default (as defined in Section 7 hereof):
 - i) all rights of the Pledgor to exercise the voting, option and other consensual rights which it would otherwise be entitled to exercise and to receive dividends which it would otherwise be authorized to receive and retain pursuant to subsection (e) of this Section 6 shall, at Lender's option, cease, and all such rights shall thereupon become vested in the Lender which shall have the sole right to exercise such voting, option and other consensual rights and to receive and retain such dividends (and Pledgor

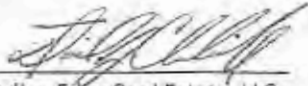
- covenants and agrees thereupon, if requested by Lender, to deliver to Lender irrevocable proxies with respect to the Pledged Collateral in confirmation of Lender's rights hereunder);
- ii) without limiting the generality of the foregoing, (A) any or all of the Pledged Collateral held by the Lender hereunder, at the option of the Lender, may be registered in the name of the Lender or its nominee, and (B) the Lender at its option may exercise any and all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining to any of the Pledged Collateral as if it were the absolute owner thereof; and
 - iii) all dividends which are received by the Pledgor contrary to the provisions of this Section 6(f) shall be received in trust for the benefit of the Lender, shall be segregated from other funds of the Pledgor, and shall be forthwith paid over to the Lender in the exact form received.
- 7) **Events of Default.** An Event of Default shall be deemed to have occurred hereunder upon the occurrence of a failure or default in the full, faithful and prompt payment or performance of any one or more of the Obligations, and shall include, but shall not be limited to:
- a) Any default in the full or prompt payment when due of all or any part of any indebtedness constituting part of the Obligations hereunder; or
 - b) Any default by Pledgor in the full, faithful and prompt payment or performance of any covenant, agreement, liability, obligation, condition or undertaking on Pledgor's part to be paid, met, kept, observed or performed pursuant to the provisions hereof, the Loan Agreement, or of any other instrument or document now or hereafter constituting or securing all or any part of the Obligations; or
 - c) Any default in the payment or performance of any other indebtedness, obligation or undertaking of the Pledgor to the Lender, including the prompt payment of all of the obligations contained herein; or
 - d) Any representation or warranty by Pledgor set out herein or in any other instrument or document executed by Pledgor in connection herewith shall prove to be false or misleading in any material respect as of the time made.
- 8) **Indemnity and Expenses.**
- (a) The Pledgor agrees to indemnify the Lender from and against any and all claims, losses and liabilities growing out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement).
 - (b) The Pledgor will upon demand pay to the Lender the amount of any and all expenses, including the reasonable fees and disbursements of the Lender's counsel and of any experts and agents, which the Lender may incur in connection with (i) the preparation and administration of this Agreement, the Note and the other instruments and documents executed in connection therewith; (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any Pledged Collateral; or (iii) the failure by the Pledgor to perform or observe any of the provisions hereof, except expenses resulting from the Lender's gross negligence or willful misconduct.
- 9) **Notices, Etc.** All notices and other communications provided for hereunder shall be in writing and shall be mailed, certified mail, return receipt requested, or delivered, if to the Pledgor, to Pledgor at 10455 Sorrento Valley Road, Suite 102, San Diego, CA 92121; if to the Lender, to High Sierra Equity LLC, at 7768 El Camino Real, Suite 104-809, Carlsbad, CA 92009, Attention: Stephen Lake; or as to either such person at such other address as shall be designated by such person in a written notice to such other person complying as to delivery with the terms of this Section 10. All such notices and other communications shall be effective (i) if mailed, when received or three business days after mailing, whichever is earlier; or (ii) if delivered, upon delivery.
- 10) **Security Interest Absolute.** All rights of the Lender, all security interests and all obligations of the Pledgor hereunder shall be absolute and unconditional irrespective of:
- a) any lack of validity or enforceability of the Note or any other agreement or instrument relating thereto,
 - b) any change in the time, manner or place of payment of, or in any other term in respect of, all or any of the Obligations, or any other amendment or waiver of or consent to any departure from this Agreement, the Note, or any other agreement or instrument relating thereto or to any of the Obligations;



Page 4 of 6

- c) any increase in, addition to, or exchange, release or non-perfection of, any other collateral, or any release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Obligations;
 - d) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Pledgor or any other party liable, directly or indirectly, absolutely or contingently, with respect to all or any part of the Obligations; or
 - e) the absence of any action on the part of the Lender to obtain payment or performance of the Obligations from any person or entity.
- 11) **Rights and Duties of Lender, Etc.** Lender undertakes, as to this Agreement, to exercise only such duties as are specifically set forth in this Agreement and to exercise such of the rights, powers and remedies as are vested in it by this Agreement or by law. In any instance hereunder where Lender's approval or consent is required or the exercise of Lender's judgment is required, the granting or denial of such approval or consent and the exercise of such judgment shall be within the sole discretion of Lender, and Lender shall not, for any reason or to any extent, be required to grant such approval or consent or exercise such judgment. Lender may consult with counsel, and the written advice or opinion of such counsel shall be full and completion and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.
- 12) **Miscellaneous.**
- a) No amendment or waiver of any provision of this Agreement, and no consent to any departure by the Pledgor there from, shall in any event be effective unless the same shall be in writing and signed by the Lender and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
 - b) No failure on the part of the Lender to exercise, and no delay in exercising, any right hereunder or under the Note shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The Lender's rights and remedies provided herein and in any other instrument or document now or hereafter securing all or any part of the Obligations are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law.
 - c) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or invalidity without invalidating the remaining portions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.
 - d) This Agreement shall create a continuing security agreement and shall be binding on the Pledgor and Pledgor's successors and permitted assigns and shall inure, together with all rights and remedies of the Lender hereunder, to the benefit of the Lender and its successors, transferees and assigns. Without limiting the generality of the foregoing, the Lender may assign or otherwise transfer all or part of its rights to all or any part of the Obligations to any other person or entity, and such other person or entity shall thereupon become vested with all of the benefits in respect thereof granted to the Lender herein or otherwise. None of the rights or obligations of the Pledgor hereunder may be assigned or otherwise transferred without the prior written consent of the Lender.
 - e) Upon payment and satisfaction in full of the Obligations, this Agreement and the security interest created hereby shall terminate and all rights to the Pledged Collateral shall revert to the Pledgor. The Lender will thereupon, at Pledgor's request and expense, (i) return to the Pledgor such of the Pledged Collateral as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof; and (ii) execute and deliver to the Pledgor such documents as the Pledgor shall reasonably request to evidence such termination.
 - f) This Agreement shall be governed by and construed in accordance with the laws of the State of California.
 - g) The captions or headings of the Sections of this Agreement are inserted merely for convenience of reference and shall not be deemed to limit or modify the terms and provisions hereof.

IN WITNESS WHEREOF, the Pledgor has caused this Agreement to be executed and delivered as of the date first above written.



Leading Edge Real Estate, LLC
David J. Chadwick, Manager

PROMISSORY NOTE

\$289,560.68

San Diego, California
June 9th, 2015

On or before September 9th, 2015, the undersigned, Leading Edge Real Estate, LLC, (the "Maker") promises to pay to the order of High Sierra Equity, LLC, the principal sum of Two Hundred and Eighty Nine thousand, Five Hundred and Sixty dollars and sixty-eight cents (\$289,560.68), value received, with 10% interest from the date until maturity.

This Note is secured by a certain Pledge and Security Agreement (the "Pledge Agreement") of same date concerning maker's 100% unit ownership of Leading Edge Real Estate, LLC.

The principal hereof is payable at such place as the holder may designate in writing, in lawful money of the United States of America, which shall be in legal tender in payment of all debts and dues, public and private, at the time of payment.

Upon any default in the terms and provisions of the Pledge Agreement, or upon any default in any other mortgage, trust deed, security agreement, or other instrument of pledge or hypothecation which now or hereafter secures the payment of the indebtedness evidenced hereby, then and in any such event, the entire unpaid principal balance of the indebtedness evidenced hereby, together with all interest then accrued, shall, at the absolute option of the holder hereof, at once become due and payable, without demand or notice, the same being expressly waived.

If this Note is placed in the hands of an attorney for collection, by suit or otherwise, or to protect the security for its payment, or to enforce its collection, the Maker will pay all costs of collection and litigation, together with a reasonable attorney's fee.

The Maker and any endorsers or guarantors hereof waive protest, demand, presentment, and notice of dishonor, and agree that this Note may be extended, in whole or in part, without limit as to the number of such extensions or the period or periods thereof, without notice to them and without affecting their liability thereon.



Leading Edge Real Estate, LLC
David J. Chadwick, Manager

Notary

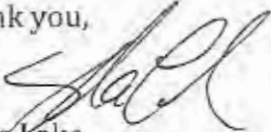


6/9/15

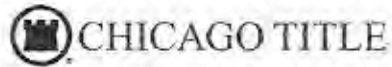
Dear Doug,

Would you please initiate a wire in the amount of \$289,560.68 from my line of credit account ending in XXXXX584. Wiring instructions are below.

Thank you,

A handwritten signature in black ink, appearing to read 'Steve Lake', written in a cursive style.

Steve Lake



Legends Escrow Branch

16776 Bernardo Center Dr. #108
San Diego, CA 92128

Phone: (858) 487-6400

Fax: (888) 786-8263

PLEASE NOTE: THESE INSTRUCTIONS ARE TO BE USED ONLY FOR WIRING FUNDS.

Please find below Wiring Instructions for Escrow No. 02-630583-VE

PLEASE NOTE: ONLY WIRE TRANSFER IS ACCEPTED. ACH (AUTOMATIC CLEARING HOUSE) FUNDS WILL NOT BE ACCEPTED BY Chicago Title Co. AND WILL BE RETURNED TO YOUR BANK THEREBY POSSIBLY DELAYING YOUR CLOSING.

All funds wired should be directed to:

Bank	Union Bank
Address	1980 Saturn Street
City/State	Monterey Park, CA 91755
ABA	122000496
Credit to	Chicago Title Co.
Account No	0041922592
Reference	Vickie Everly Escrow Officer and Branch Manager Escrow No. 02-630583-VE

If you have any questions regarding this matter, please do not hesitate to contact this office.

From: UBS Financial Services Inc. elerl@ubs.com
Subject: Your wire transfer has been completed
Date: June 9, 2015 at 1:37 PM
To: s9laker@gmail.com



Your wire transfer has been completed

Confirmation

This is to notify you that we have completed your wire transfer to the following account:

UBS account number	Amount	Recipient bank	Recipient account number
5V XXX84	\$ 289,560.68	MUFG UNION BANK, NA	00XXXXXX92

For your security, we do not display your full UBS and recipient account numbers.

If you did not authorize this transaction or the information listed is incorrect, please contact your Financial Advisor. Please note that you will only receive this notice the first time that you transfer funds to the above recipient bank account.

Questions

If you have other questions regarding your account, please contact your Financial Advisor.

We appreciate your business with UBS and look forward to serving your wealth management needs.

Please do not reply directly to this message. If you need assistance, please contact us as described above.

014085307E

Why this is important
To prevent possible unauthorized use of your UBS account, it is important that you notify us immediately if you did not request this transfer or if any of the information listed is incorrect.

EXHIBIT 4

From: Gutierrez, Edith [<mailto:EGutierrez@sandiego.gov>]
Sent: Monday, December 21, 2015 2:34 PM
To: Renny Bowden
Subject: RE: Re:Project #368347 (8863 Balboa Ste E.) Account No. 2400464

Hello Renny,

I am waiting for our accounting department to get back to me on the required forms that I need to change the account to Mrs. Sherlock. For now we can meet so that I can explain where the project is right now and answer any questions you may have. The CUP has already been approved and recorded so nothing on the permit will change as the permit runs with the land. The background process is still incomplete. I will explain how to final that permit. No signatures will be required at this point.

From: Renny Bowden [<mailto:rbowden@fullcirclecompany.com>]
Sent: Monday, December 21, 2015 12:44 PM
To: Gutierrez, Edith
Subject: RE: Re:Project #368347 (8863 Balboa Ste E.) Account No. 2400464

Hello Edith,

I want to make sure that we make this transition as efficiently as possible. Will I need Michael's wife, Amy, and Stephen Lake (Michael's brother in law and the owner of the Balboa property) at this first meeting? I am just trying to determine if we will be restructuring the paperwork during this meeting or if we will need live signatures during this meeting.

Thank you so much for your help with this matter.

Sincerely,

Renny Bowden
619-987-8296

From: Gutierrez, Edith [<mailto:EGutierrez@sandiego.gov>]
Sent: Friday, December 18, 2015 9:49 AM
To: Brad Harcourt
Cc: s9laker@gmail.com; Renny Bowden
Subject: RE: Re:Project #368347 (8863 Balboa Ste E.) Account No. 2400464

I will wait to hear from Mr. Bowden regarding a date & time.

Happy Holidays!

From: Brad Harcourt [<mailto:bharcourt@fullcirclecompany.com>]
Sent: Friday, December 18, 2015 9:47 AM
To: Gutierrez, Edith
Cc: s9laker@gmail.com; Renny Bowden
Subject: Re: Re:Project #368347 (8863 Balboa Ste E.) Account No. 2400464

Edith

EXHIBIT 5

From: Tuesday, January 12, 2016 11:11 AM
To: Gutierrez, Edith
Cc: Renny Bowden; Bradford Harcourt
Subject: Re: Project #368347 (8863 Balboa Ste E.) Account No. 2400464

Thank you Edith,

I will speak with Amy and come back to you shortly with a day and time.

As far as legal documentation is concerned she can bring with her their marriage certificate and his death certificate. I'm not sure she has anything else or that it would be necessary. If I'm missing something please let me know.

Many Thanks,
Steve

On Jan 12, 2016, at 1:50 PM, Gutierrez, Edith <EGutierrez@sandiego.gov> wrote:

Hello Steve,

I'm available anytime from 9 am -2 pm this Thursday or Friday. Let me know the date & time that works for you.

Please bring legal documentation listing Amy as the executor of Michael's estate.

Thanks

-----Original Message-----

From: Steve Lake [mailto:s9faker@gmail.com]
Sent: Tuesday, January 12, 2016 1:38 PM
To: Gutierrez, Edith
Cc: Renny Bowden; Bradford Harcourt
Subject: Re: Project #368347 (8863 Balboa Ste E.) Account No. 2400464

Hi Edith,

Can you please let me know when would be a convenient time for Amy Sherlock and I to visit you to change the account into her name. I understand that Renny Bowden and Bradford Harcourt have both spoken with you regarding the unfortunate circumstances that have occurred within the Sherlock family. We would greatly appreciate your help and guidance as we work through this situation.

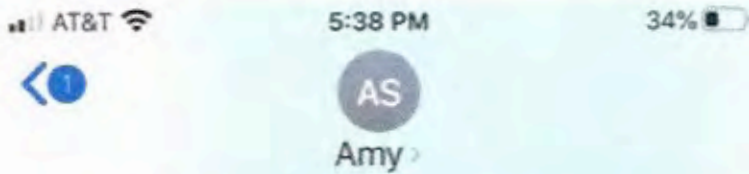
Respectfully,



Stephen Lake
858 518-1279



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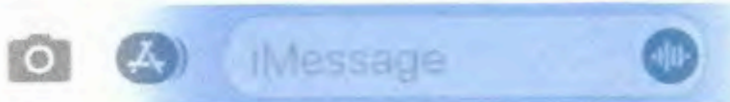
From: Steve Lake s9laker@gmail.com
Subject: Amy Texy
Date: August 31, 2020 at 1:10 PM
To: Steve Lake s9laker@gmail.com



 **New contact photo available**
Update Contact... 

Hey Amy, are you available to go to the city tomorrow to transfer the name on Balboa? If so, I will reach out to Edith that we have to meet with to set a time. Thanks...

I have my counselor at 11 and Dr Lapp at 3. Don't know how long it would take- if we could in between. I'm totally open Thursday and Friday

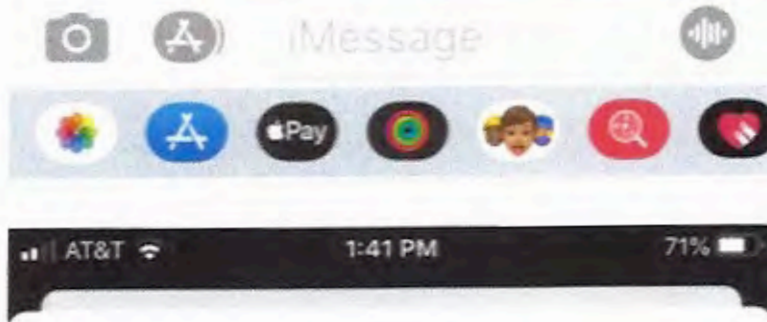


Sent from my iPhone

To: Amy Sherlock

I have my counselor at
11 and Dr Lapp at 3.
Don't know how long it
would take- if we could
in between. I'm totally
open Thursday and
Friday

Ok, I will contact Edith
and check her schedule.
Thursday is tough for
me, I will get back to you
as soon as I hear back
from her.



New iMessage

Cancel

To: Amy Sherlock

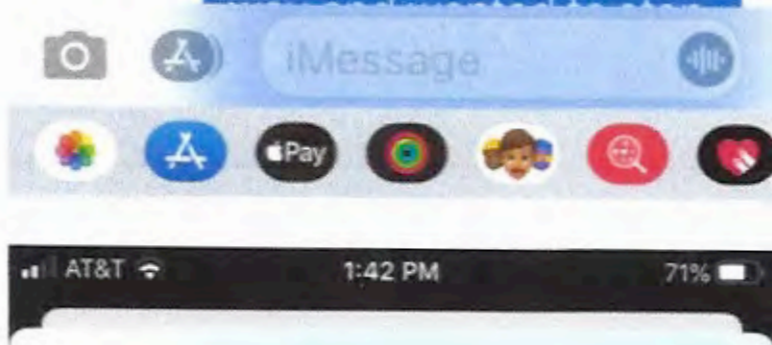
Dec 17, 2015, 12:10 PM

Hi Aim, I thought that
might be the case, we'll
make it happen again

make it happen again
this winter for sure. How
are you doing today?

Dec 18, 2015, 8:07 AM

Good Morning, are you
going to be home today
around 11:00? I'm have
a meeting down that



New iMessage

Cancel

To: Amy Sherlock

Dec 18, 2015, 8:07 AM

Good Morning, are you
going to be home today
around 11:00? I'm have
a meeting down that
way and wanted to stop
by and chat. Love you S

I have a doctors
appointment at 11:00

Love you too

EXHIBIT 6

Exhibit 8: April 14th 2016

Since Brad is in the Real Estate business I asked him to help me finalize the quick claim deed of the Balboa property into my personal LLC as we had agreed.

- Even though the Leading Edge LLC had been dissolved in 2015 the property still remained in that name because time just got away from me and I wasn't in a hurry to take care of it.
- Everything was straight forward and submitted as attached.

EXHIBIT 8

From: bradford@equitycapital.us
Subject: Grant Deed/Meeting
Date: April 13, 2016 at 10:12 AM
To: Steve Lake s9laker@gmail.com

Steve,

Attached is the grant deed for Balboa. It needs to be recorded today but all is taken care of except the questionnaire on the last 2 pages of the document that need to be completed by you. If possible I would like to meet and get this handled as well as talk with you about Light House and Micheal. Talk to you soon!

Best,

Bradford T. Harcourt

President & CEO



7938 Ivanhoe Avenue, Suite B
La Jolla, CA 92037

Direct: 858-220-0770 | Fax: 858-810-0301

bradford@equitycapital.us | www.equitycapital.us

This message w/attachments (message) is intended solely for the use of the intended recipient(s) and may contain information that is privileged, confidential or proprietary. If you are not an intended recipient, please notify the sender at bradford@equitycapital.us and then please delete and destroy all copies and attachments, and be advised that any review or dissemination of, or the taking of any action in reliance on, the information contained in or attached to this message is prohibited.

Unless specifically indicated, this message is not an offer to sell or a solicitation of any investment products or other financial product or service, an official confirmation of any transaction, or an official statement of sender. Subject to applicable law, sender may intercept, monitor, review and retain e-communications (EC) traveling through its networks/ systems and may produce any-such EC to regulators, law enforcement, in litigation and as required by law.

The laws of the country of each sender/recipient may impact the handling of EC, and EC may be archived, supervised and produced in countries other than the country in which you are located. This message cannot be guaranteed to be secure or free of errors or viruses.



8863 Balboa
Ste E G...ed.pdf

From: bradford@equitycapital.us
Subject: Grant Deed
Date: April 14, 2016 at 10:27 AM
To: Steve Lake s9laker@gmail.com

Steve,

Here is a copy of the grant deed that we finalized yesterday. It will be in for recording by tomorrow. Let me know when you want to move on the Olive St. property.

Bradford T. Harcourt
President & CEO



7938 Ivanhoe Avenue, Suite B
La Jolla, CA 92037

Direct: 858-220-0770 | Fax: 858-810-0301

bradford@equitycapital.us | www.equitycapital.us

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8863
EXECU...ED.pdf

RECORDING REQUESTED BY:

When Recorded Mail Document and
Tax Statements To:
High Sierra Equity, LLC
7668 El Camino Real Ste 104-809
Carlsbad, CA 92009

APN: 369-150-13-23

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s)

- computed on full value of property conveyed, or \$
- computed on full value less value of liens or encumbrances remaining at time of sale,
- The property is located in the City of San Diego

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Leading Edge Real Estate, LLC, a California Limited Liability Company

hereby GRANT(S) to High Sierra Equity, LLC

the following described real property: An undivided 1/46th interest in and to the Southwesterly 219.55 feet of the Northeasterly 413.55 feet of Lot 9, according to Map thereof No. 4113, filed March 12, 1959 and more fully described in Exhibit "A" attached hereto and made a part hereof.

AKA: 8863 Balboa Ave Ste. E, San Diego, CA 92123

Dated: April 12, 2016

Leading Edge Real Estate, LLC, a California Limited Liability Company

By: _____
Authorized Signor

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

On April 19, 2016 before me,
Lauren Day McClelland, Notary Public, Bradford Hancock

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
Witness my hand and official seal.

Signature Lauren Day McClelland (Seal)



EXHIBIT A
Legal Description

The land hereinafter referred to is situated in the City of San Diego, County of San Diego, State of CA, and is described as follows:

A Condominium Comprised of:

Parcel 1:

An undivided 1/46th interest in and to the Southwesterly 219.55 feet of the Northeasterly 413.55 feet of Lot 9 of the City of San Diego Industrial Park Unit No. 2, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 4113, Filed in the Office of the County recorder of San Diego County, March 12, 1959.

Excepting therefrom all office units and industrial units as shown upon that certain Condominium Plan recorded July 31, 1981 as File/Page No. 81-242888 of official records.

Also excepting therefrom the exclusive right to use and possession of all those exclusive use areas designated as parking spaces as shown upon the Condominium Plan above referred to.

Parcel 2:

Unit No. 8863E as shown on the Condominium Plan referred to in Parcel 1 above.

Parcel 3:

The exclusive right to use and possession of those portions of said land described in Parcel 1 above, designated as Parking Space Nos. E-32 and E-31.

APN: 369-150-13-23

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A Preliminary Change of Ownership Report must be filed with each conveyance in the County Recorder's office for the county where the property is located.

NAME AND MAILING ADDRESS OF BUYER/TRANSFEEE
 (Make necessary corrections to the printed name and mailing address)
 High Sierra Equity, LLC
 7688 El Camino Real Ste. 104-809
 Carlsbad, CA 92009

ASSESSOR'S PARCEL NUMBER
 369-150-13-23
 SELLER/TRANSFEROR
 Leading Edge Real Estate, LLC
 BUYER'S DAYTIME TELEPHONE NUMBER
 (058) 518-1279
 BUYER'S EMAIL ADDRESS

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY

8863 Balboa Ave., Ste E, San Diego, CA 92123

MAIL PROPERTY TAX INFORMATION TO (NAME)

High Sierra Equity, LLC

ADDRESS 7668 EL CAMINO REAL STE 104-809 CITY CARLSBAD STATE CA ZIP CODE 92009

YES NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy. MO DAY YEAR

PART 1. TRANSFER INFORMATION Please complete all statements.

This section contains possible exclusions from reassessment for certain types of transfers.

- YES NO
- A. This transfer is solely between spouses (addition or removal of a spouse, death of a spouse, divorce settlement, etc.).
 - B. This transfer is solely between domestic partners currently registered with the California Secretary of State (addition or removal of a partner, death of a partner, termination settlement, etc.).
 - *C. This is a transfer: between parent(s) and child(ren) from grandparent(s) to grandchild(ren).
 - *D. This transfer is the result of a cotenant's death. Date of death _____
 - *E. This transaction is to replace a principal residence by a person 55 years of age or older. Within the same county? YES NO
 - *F. This transaction is to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code section 69.5. Within the same county? YES NO
 - G. This transaction is only a correction of the name(s) of the person(s) holding title to the property (e.g., a name change upon marriage). If YES, please explain: _____
 - H. The recorded document creates, terminates, or reconveys a lender's interest in the property.
 - I. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest (e.g., cosigner). If YES, please explain: _____
 - J. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.
 - K. This is a transfer of property:
 - 1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of the transferor, and/or the transferor's spouse registered domestic partner.
 - 2. to/from a trust that may be revoked by the creator/grantor/trustor who is also a joint tenant, and which names the other joint tenant(s) as beneficiaries when the creator/grantor/trustor dies.
 - 3. to/from an irrevocable trust for the benefit of the creator/grantor/trustor and/or grantor's/trustor's spouse grantor's/trustor's registered domestic partner.
 - L. This property is subject to a lease with a remaining lease term of 35 years or more including written options.
 - M. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.
 - N. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions.
 - *O. This transfer is to the first purchaser of a new building containing an active solar energy system.

* Please refer to the instructions for Part 1.

Please provide any other information that will help the Assessor understand the nature of the transfer.

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION

PART 2. OTHER TRANSFER INFORMATION

Check and complete as applicable.

- A. Date of transfer, if other than recording date: _____
- B. Type of transfer:
 Purchase Foreclosure Gift Trade or exchange Merger, stock, or partnership acquisition (Form BOE-100-B)
 Contract of sale. Date of contract: _____ Inheritance. Date of death: _____
 Sale/leaseback Creation of a lease Assignment of a lease Termination of a lease. Date lease began: _____
 Original term in years (including written options): _____ Remaining term in years (including written options): _____
 Other. Please explain: QUICK CLAIM TRANSFER TO NEW ENTITY.
- C. Only a part/interest in the property was transferred. YES NO If YES, indicate the percentage transferred: _____ %

PART 3. PURCHASE PRICE AND TERMS OF SALE

Check and complete as applicable.

- A. Total purchase price. \$ 285,000
- B. Cash down payment or value of trade or exchange excluding closing costs. Amount \$ 285,000
- C. First deed of trust @ _____ % interest for _____ years. Monthly payment \$ _____ Amount \$ 0
 FHA (Discount Points) Cal-Vet VA (Discount Points) Fixed rate Variable rate
 Bank/Savings & Loan/Credit Union Loan carried by seller
 Balloon payment \$ _____ Due date: _____
- D. Second deed of trust @ _____ % interest for _____ years. Monthly payment \$ _____ Amount \$ 0
 Fixed rate Variable rate Bank/Savings & Loan/Credit Union Loan carried by seller
 Balloon payment \$ _____ Due date: _____
- E. Was an Improvement Bond or other public financing assumed by the buyer? YES NO Outstanding balance \$ _____
- F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price \$ 0
- G. The property was purchased: Through real estate broker. Broker name: _____ Phone number: () _____
 Direct from seller From a family member-Relationship
 Other. Please explain: QUICK CLAIM TRANSFER TO NEW ENTITY
- H. Please explain any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property. N/A


PART 4. PROPERTY INFORMATION

Check and complete as applicable.

- A. Type of property transferred
 Single-family residence Co-op/Own-your-own Manufactured home
 Multiple-family residence. Number of units: _____ Condominium Unimproved lot
 Other. Description: (i.e., timber, mineral, water rights, etc.) Timeshare Commercial/Industrial
- B. YES NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.
 If YES, enter the value of the personal/business property: \$ _____ Incentives \$ _____
- C. YES NO A manufactured home is included in the purchase price.
 If YES, enter the value attributed to the manufactured home: \$ _____
 YES NO The manufactured home is subject to local property tax. If NO, enter decal number: _____
- D. YES NO The property produces rental or other income.
 If YES, the income is from: Lease/rent Contract Mineral rights Other: _____
- E. The condition of the property at the time of sale was: Good Average Fair Poor
 Please describe: _____

CERTIFICATION

I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

SIGNATURE OF BUYER/TRANSFEREE OR CORPORATE OFFICER 	DATE <u>4/13/16</u>	TELEPHONE <u>(858) 518-1279</u>
NAME OF BUYER/TRANSFEREE/LEGAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT) <u>STEPHANIE LAKE</u>	TITLE <u>MEMBER</u>	E-MAIL ADDRESS <u>S9LAKER@GMAIL.COM</u>

The Assessor's office may contact you for additional information regarding this transaction.

EXHIBIT 7



Fwd: Boys

Kelly Lake <mammalake@gmail.com>
To: Steve Lake <s9laker@gmail.com>

Mon, May 16, 2016 at 7:32 PM

Well, I guess that sums up her feelings pretty well..

Begin forwarded message:

From: Amy <amy.sherlock@hotmail.com>

Subject: Boys

Date: May 16, 2016 at 11:57:02 AM PDT

To: Carol Piturro-Kentner <cpkentner@gmail.com>, G Kentner <gkentner@aol.com>, Kelly Lake <mammalake@gmail.com>

Hello to all of you. I hope you're all having a nice Monday. I just wanted to address what happened Saturday night. Carol, I know and understand that you have the boys best interest in mind and I appreciate that. I'd like to point out how extraordinarily well my boys are doing after going through what they have. It would have been nice if this was acknowledged. Simply stating something like that would be uplifting, motivating and definitely supportive. Also, I grieve with my boys everyday and I think that qualifies me as the best person to understand their needs. I do want you to know that I do talk about Biker. In fact, I brought him up a few times at your house. I tell mostly trivial information and Biker's athletic achievements. I can not discuss with the boys about what kind of person he was. I think it would be more harmful for them to know that Biker was a lying, cheating, thief with out any honor. Remember Titus knows that Biker stole his money, Steel's and mine. Then he went and abandoned them. As you can imagine, that hurts even more. I understand that you don't want to know about Biker's other life. But let me tell you, it is horrific and beyond disgusting. Learning all this about him after his suicide has robbed me of all the good memories that I would have had. So, I can't even think about the birth of my children as a joyous memory, for example. So maybe you can understand how excruciating it is to even mention him let alone look at his pictures on the wall. Keep in mind that my feelings matter too. In fact, I believe my feelings should come before giving Biker a legacy that is false. Titus and I have discussed taking down his pictures in detail and he totally understands and supports me not having Bikers pictures around the house. I get that you, Carol, want to help guide me. And I appreciate that. However, I think I have proven myself competent over and over. When I'm criticized for my parenting skills it seems unfair to me. Nobody else could even come close to understanding how my boys and I feel. I hope in the future to keep a positive support system within my family. Kelly and Steve have been absolutely amazing and I am so grateful for them. I've been delighted to spend more time with my Dad and Carol these last few weeks and I hope that our relationships continue to grow. And I do appreciate and I'm grateful for the positive support for you guys as well. Sorry, to have to write this. Sometimes it is easier for me to express myself like this.

I don't have Steve's email address so I'd appreciate it if someone could forward this to him. Thanks.

I love you all and thank you for all your support through the tough times that we've had to endure. I'm so grateful for all that ALL of you guys do.

Love,

Aim

Exhibit E

LLC-1 Articles of Organization of a Limited Liability Company (LLC)

To form a limited liability company in California, you can fill out this form, and submit for filing along with:

- A \$70 filing fee.
- A separate, non-refundable \$15 service fee also must be included, if you drop off the completed form

Important! LLCs in California may have to pay a minimum \$800 yearly tax to the California Franchise Tax Board. For more information, go to https://www.ftb.ca.gov.

LLCs may not provide "professional services," as defined by California Corporations Code sections 13401(a) and 13401.3.

Note: Before submitting the completed form, you should consult with a private attorney for advice about your specific business needs.

FILED
Secretary of State
State of California
APR 24 2015

IPC

This Space For Office Use Only

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

LLC Name (List the proposed LLC name exactly as it is to appear on the records of the California Secretary of State.)

1 Leading Edge Real Estate, LLC

Proposed LLC Name

The name must include: LLC, L.L.C., Limited Liability Company, Limited Liability Co., Ltd. Liability Co. or Ltd. Liability Company; and may not include: bank, trust, trustee, incorporated, inc., corporation, or corp., insurer, or insurance company. For general entity name requirements and restrictions, go to www.sos.ca.gov/business/be/name-availability.htm.

Purpose

2 The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

LLC Addresses

3 a. 10455 Sorrento Valley Road, Suite 102, San Diego CA 92121
Initial Street Address of Designated Office in CA - Do not list a P.O. Box City (no abbreviations) State Zip

b. Initial Mailing Address of LLC, if different from 3a City (no abbreviations) State Zip

Service of Process (List a California resident or a California registered corporate agent that agrees to be your initial agent to accept service of process in case your LLC is sued. You may list any adult who lives in California. You may not list an LLC as the agent. Do not list an address if the agent is a California registered corporate agent as the address for service of process is already on file.)

4 a. Bradford T. Harcourt
Agent's Name

b. 7938 Ivanhoe Avenue, Suite B, La Jolla CA 92037
Agent's Street Address (if agent is not a corporation) - Do not list a P.O. Box City (no abbreviations) State Zip

Management (Check only one.)

5 The LLC will be managed by:
One Manager [checked] More Than One Manager [] All Limited Liability Company Member(s) []

This form must be signed by each organizer. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are made part of these articles of organization.

[Signature]
Organizer - Sign here

June McKenzie
Print your name here

Make check/money order payable to: Secretary of State
Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee.

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

Drop-Off
Secretary of State
1500 11th Street., 3rd Floor
Sacramento, CA 95814



**State of California
Secretary of State**

L

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IV

**STATEMENT OF INFORMATION
(Limited Liability Company)**

Filing Fee \$20.00. If this is an amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

FILED
Secretary of State
State of California

AUG 03 2015

This Space For Filing Use Only

1. LIMITED LIABILITY COMPANY NAME

Leading Edge Real Estate, LLC

File Number and State or Place of Organization

2. SECRETARY OF STATE FILE NUMBER **201511910148**

3. STATE OR PLACE OF ORGANIZATION (If formed outside of California)
California

No Change Statement

4. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no Statement of Information has been previously filed, this form must be completed in its entirety.

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 15.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 5 and 7 cannot be P.O. Boxes.)

5. STREET ADDRESS OF PRINCIPAL OFFICE CITY STATE ZIP CODE
11855 Sorrento Valley Road #541 San Diego, CA 92121

6. MAILING ADDRESS OF LLC, IF DIFFERENT THAN ITEM 5 CITY STATE ZIP CODE

7. STREET ADDRESS OF CALIFORNIA OFFICE CITY STATE ZIP CODE
11855 Sorrento Valley Road #541 San Diego, CA CA 92121

Name and Complete Address of the Chief Executive Officer, If Any

8. NAME ADDRESS CITY STATE ZIP CODE
Michael Sherlock 5666 La Jolla Blvd #15 San Diego, CA 92037

Name and Complete Address of Any Manager or Managers, or if None Have Been Appointed or Elected, Provide the Name and Address of Each Member (Attach additional pages, if necessary.)

9. NAME ADDRESS CITY STATE ZIP CODE
Michael Sherlock 5666 La Jolla Blvd #15 San Diego, CA 92037

10. NAME ADDRESS CITY STATE ZIP CODE
Bradford Harcourt 7938 Ivanhoe Avenue, Suite B La Jolla, CA 92037

11. NAME ADDRESS CITY STATE ZIP CODE

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California address, a P.O. Box is not acceptable. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 13 must be left blank.

12. NAME OF AGENT FOR SERVICE OF PROCESS
Bradford Harcourt

13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE
7938 Ivanhoe Avenue, Suite B La Jolla, CA CA 92037

Type of Business

14. DESCRIBE THE TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY
Debt and Equity Financing

15. THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT

7/28/2015

Christine Bordenave

Secretary

*DATE

TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM

TITLE

SIGNATURE

LLC-4/7

**Certificate of Cancellation
of a Limited Liability Company (LLC)**

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

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

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

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

FILED *KW*
**Secretary of State
State of California**
DEC 21 2015 *gpo*

1CC

This Space For Office Use Only

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

① **LLC's Exact Name in CA** (on file with CA Secretary of State)
Leading Edge Real Estate, LLC

② **LLC File No.** (issued by CA Secretary of State)
201511910148

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

- ③ All final returns required under the California Revenue and Taxation Code have been or will be filed with the California Franchise Tax Board.

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

- ④ The dissolution was made by the vote of all of the members.

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

⑤ _____

Cancellation (The following statement should not be altered.)

- ⑥ Upon the effective date of this Certificate of Cancellation, this LLC's Articles of Organization (CA LLCs) or Certificate of Registration (registered foreign LLCs) will be cancelled and its powers, rights and privileges will cease in California.

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

Michael Sherlock

Sign here

[Signature]

Sign here

Michael Sherlock

Print your name here

Bradford Harcourt

Print your name here

Manager

Your business title

Manager

Your business title

Make check/money order payable to: **Secretary of State**

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

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

Drop-Off
Secretary of State
1500 11th Street., 3rd Floor
Sacramento, CA 95814

Exhibit F



Trent James
16225 Park Place Ten
Houston, TX 77084
(832) 730-1938
trent@armorous.com

November 30, 2022

SUMMARY OF EXPERIENCE:

Private Investigative Experience:

I am currently a Licensed Private Investigator in the State of California (License #188702), as well as Texas (License #A24113901). I have over a decade of Private Investigative experience, ranging from covert surveillance, background and asset research, missing persons, workers compensation investigations, homicide investigations, asset recovery, GPS asset monitoring and litigation support.

Law Enforcement Experience:

Probation Officer with the Mendocino County Probation Department:

Supervised and disciplined criminal offenders who were completing a Probation Program as one of the conditions of their sentencing, recommended rehabilitation programs, conducted drug tests and monitored the location of Probationers.

Deputy with the Mendocino County Sheriff's Office:

Patrolled assigned area and watched for suspicious activity, arrested people for suspected crimes, including burglary, theft, drugs, larceny, homicide sexual crimes, solved emergency and routine incidents, conducted preliminary and follow up investigations, gathered and bagged evidence, searched for missing persons and worked as a Solo Resident Deputy and K9 Handler.

Police Sergeant with the Willits Police Department:

Supervised and guided subordinate staff in the performance of their duties, assisted with shift briefings and trainings, prepared and reviewed reports, enforced strict adherence to policies and procedure, conducted inspections of personnel and equipment.

Coroner's Investigations:

I have been the sole investigator, or assisted in the investigation of over 100 Coroner Cases, ranging from suicides, traffic collisions, accidental deaths, homicides and SID cases.

Education:

Bachelor's degree in Criminal Justice from Sonoma State University, Rohnert Park, CA

CASE:

I was contracted by Mrs. Amy Sherlock ("Amy") to conduct an investigation into the death of her husband Michael Sherlock, AKA "Biker". Specifically to analyze all the information Amy has provided me and to provide an expert opinion that the cause of Bikers death may be undetermined. Additionally looking for contradictions that occurred between the San Diego Police Department's Crime Scene Report ("PD Report") (**See Exhibit A**) and the Medical Examiners Reports ("ME Report") (**See Exhibit B**) and what motives may have existed that would have benefited certain individuals from Biker's death.

CORONERS INVESTIGATION:

San Diego Police Department Crime Scene Report

Upon my review of the PD Report for the Coroner's Investigation relating to this case, I observed numerous areas where articulation was lacking, or completely absent in regards to information that would have been crucial to this investigation. The following is a list of actions that should have been performed as well as my comments to the PD Report in order to have a better understanding of the incident.

The Investigating Officer(s) failed to utilize a Gun Shot Residue (GSR) kit on either hand of the decedent. This is fairly standard practice on scene when there is a death that resulted from a gun shot wound regardless of whether foul play is suspected or not. This is a crucial piece of Coroner's Evidence when investigating a suicide due to the chance there is additional information developed later on which may change the cause of death from a suicide to instead being labeled undetermined or a potential or actual homicide.

The Investigating Officer(s) fail to provide a detailed description of the scene itself, as well as key pieces of information pertaining to the decedent's person. There is no mention of the tide, in relation to the decedent's person, in terms of how far away the ocean is, or if the sand/rocks around the decedent were damp, as well as his clothing. If the tide had been near to decedent's person earlier that morning, or the night prior, it could help eliminate the possibility of someone else taking the shell casing from the round and the reason why the Officer(s) were unable to locate it.

There is no mention of any blood on the numerous surrounding rocks on both sides of the decedent, or whether or not the blood was still wet or dried. There are rocks to the left and right of the decedent's person, which appear to have fresh blood on them. Additionally, there is a rock affixed to the rock wall, located above the decedent's head, with what appears to be a circular spot of blood. Based on the photograph it appears to be approximately the size of a United States Quarter and appears to be located approximately 12" directly above the decedent's head. Also, the same photograph, there appears to be 2 additional blood spots located approximately 1-3 inches to the left (if you're facing the rock) of the circular blood mark and another blood spot located approximately 1-3 inches to the right (if you're facing the rock) of the circular blood mark.

Based on the position of the decedent in the photograph's, this would make it extremely unlikely for the blood to come from the decedent's person, unless he had been in a standing position prior to his death especially since there was no exit wound from the 9mm round fired into the decedent's mouth. The circular mark is consistent with one that could be made from the depression on the occipital area of the decedent's head, or possibly the contusion on the right portion of his forehead. There isn't articulation on whether or not an exit wound from the round was searched for.

The articulation of the location of the decedent's left and right hands and arms in the report is extremely lacking. Both in positioning and in physical appearance. There is no mention in the PD Report of the multiple small cuts on the outer portion of the decedent's right hand, specifically the tops of his right middle, right ring and right pinky fingers, the blood splatter on the inner portion of his right thumb, the small cuts on the bottom of his right palm near where the palm meets the wrist, or the smeared blood in the same area of the palm. Also, there is no mention of the small amount of blood splatter on the outer portion of the decedent's left thumb and the outer area of the left index finger.

There is also no mention of the hat located next to the decedent's head, or if it was wet or dry, or if it had blood on it. No mention was made of the ants and sea roaches on decedent as had been stated in the ME Report. No mention was made of what appears to be sand/dirt and debris all over the front portion of the decedent's sweat shirt and how it got there. The blood splatter, or lack thereof, on the firearm is not mentioned either.

Most importantly there isn't any mention of the very obvious contusion on the front portion of the decedent's right forehead area, just above the right eyebrow. This wound, based upon my training and experience, appears to be fresh and to have occurred very near the time of death. There is also no mention of the 1/16" round abrasion on the decedent's chin, or the "large depression on the occipital area of the head." None of these head injuries would be consistent with a self inflicted gun shot wound. The injury on the decedent's right leg is not looked for or documented in the SD Report.

There is a failure to properly articulate rigor mortis (stiffening of the joints and muscles of a body shortly after death), or lividity (pooling of blood) on the decedent. The only mention of rigor mortis in the PD Report is "stiff extremities" but provides no specifics into which

extremities those might be, or the relativity of the stiffness which is important in determining the time of death. There is no mention of lividity, at all, which is important in detecting not only the time of death but confirming the body was in the same position after death had occurred.

The Officer(s) did not ask Amy if the decedent had any injuries on his person, prior to leaving their residence on 12/2/15 at approximately 2000 hours. Specifically, the multiple injuries to his head, right hand and right leg. Also, if there had been any motive or reason to suspect foul play. Additionally, there was never any questioning in regard to the firearm itself and if Amy saw the decedent with it prior to him leaving the residence. In Amy's Statement to the Officer(s) she indicated the decedent had left without providing her with his destination.

Medical Examiners Report

I discovered similar issues in the ME Report as I did with the PD Report in terms of the lack of articulation with the scene, decedent and lack of detailed photographs. There is no articulation as to whether or not the ocean tide may have up near the decedent at some point, or if his clothing was wet. As previously stated, this may have been the reason for not being able to find the shell casing (if it was taken by someone else), if it was in fact searched for, which is also not indicated. Just that it was "not found."

On page 3/3 of the ME Report, it is stated; "there were a few small blood droplets north of the body." This statement does not properly indicate where the blood droplets were located. The statement is referring to previously mentioned blood marks on the rock approximately 12" above the decedent's head, there should be a point of reference. There should have been measurements taken at the scene of the exact distance of the blood marks on the rock(s) to the decedent's head and this measurement should have been photographed. Again, these blood marks are not likely, or even possible, unless the decedent had been in a standing position prior to death.

There is no mention of blood on the nearby rocks located on either side of the decedent's body. There is no mention if the blood wet or dry or the the distance to the decedent's person. There is no mention of the inJuries and blood seen on the decedent's right hand which are completely evident in the photographs. Rigor mortis and lividity were not mentioned either which is standard as part of a coroner's investigation. There is also no mention of the dirt, sand and debris covering the front of the decedent's sweatshirt which is consistent with him lying face down at some point.

There was mention of rust on the "weapon and magazine" (referring to the pistol on scene), but there is no mention as to where on the pistol it was located. In the photographs there appears to be rust on front left portion of the slide of the pistol as well as the top portion of the slide near the barrel. There also appears to be rust around the base of the magazine, front portion of the grip, left portion of the slide and on the top portion of the backstrap. In a closeup photograph of the tip of the barrel there is clearly small pieces of gravel lodged into the steel tip of the barrel as well as what appears to be scrape marks. Those gravel and scrape marks are not consistent with the pistols upward pointing position when the decedent was discovered. It would have taken much greater force for gravel to be embedded into the steel and for the steel to have been scratched. There was also no mention of blood found on any part of the firearm.

The ME Report stated there was a “cartridge in the magazine”, however in the PD Report it stated a "round was in the chamber." The photograph's don't show the exact location of the remaining live 9mm round. The photograph's show the slide in a locked position, an empty magazine and live 9mm round in the hand of one of the Investigator's. For evidentiary purposes the round should have been photographed prior to it being removed from either the magazine or the chamber.

If the round was in the chamber the slide should have been retracted slightly, as to expose the round without it ejecting and then photographed. However, since neither of those things were done and the Reports are conflicting in the exact location of the round, we do not know where it was actually located. This is also important, because when someone becomes deceased after utilizing a firearm to end their life, their hand(s) would immediately become limp following their death. Based on this fact it makes it extremely unlikely the secondary round from the magazine would be automatically loaded into the chamber of the pistol, since there would be absolutely no support (or extremely limited) on the grip of the gun to sustain the necessary force to facilitate that action.

In the interview between the ME and decedent's brother-in-law and business partner, Stephen Lake ("Lake"), I am unable to determine, based on how the interview is written, if the ME spoke to Amy regarding the events leading up to the decedent's death, or if the ME obtained all of the information from Lake who alludes to how the decedent "had been overwhelmed." Lake's statement, as contained within the ME Report, was that Amy had told him the decedent had gone to the beach when he left his (decedent's) residence on the evening of 12/2/12. The ME did not appear to ask Amy any questions pertaining to the mental health of the decedent or if the decedent had any injuries on him relative to the condition he was found in when she last saw him on 12/2/15. The only question she was asked is if the decedent "worked on engines." Amy has provided her comments (**See Exhibit C**) to the ME Report with highlights and in her sworn Affidavit (**See Exhibit D**).

The ME Report, written by Investigator, Ms. Sandra Joseph ("Joseph"), states she obtained information from the decedent's primary care physician regarding his medical history, but none of that documented information is attached to the ME Report. Investigator Joseph also states that the decedent's medical history indicated he had trouble sleeping and was prescribed Trazadone, suffered from depression and had taken Wellbutrin for several years. Ms. Joseph does not indicate anywhere in the ME Report when the decedent last filled a prescription for Wellbutrin or if he had been currently taking it. There was also no mention of any attempt to obtain leftover medication at the decedent's residence to take for destruction, which is common practice.

As with the PD Report, the articulation in the Autopsy portion of the ME Report is also severely lacking. The fresh injuries to the decedent's head, right hand and right leg are barely mentioned, and there is no indication if any of these wounds were sustained pre or post mortem, or their likely cause. There is no mention if any of the head wounds the decedent sustained could have cause injury to the brain. The photograph's of the injury to the decedent's right forehead area are lacking as well. There should have been multiple photograph's taken to properly document the injury, especially after the wound had been cleaned. There are no photograph's taken of the injury to the leg.

Investigator Joseph had placed paper bags over both of the decedent's hands at the scene of the incident. It's indicated during the Autopsy that the bags were removed from the hands and discarded due to "lack of evidentiary value." If bags are being placed on the hands of a suspected suicide, then a GSR should be administered and traces of gun powder searched for. There is no mention if this was done or not at the Autopsy, or how exactly there was a "lack of evidentiary value."

On 11/21/22 I spoke with Amy Sherlock regarding this case. Her statements to me confirmed some of what the PD Report had stated, regarding Biker having some financial stressors as well as potential stress from his current business. Amy confirmed she had no knowledge of Biker taking a firearm with him the night of the incident and at no point did Biker inform her where he was going. Biker made no mention to her of his intention to take his life, or any major indications that he would potentially do so.

Additionally, Amy confirmed neither the Officer(s) or Investigator Joseph asked any questions regarding the obvious head, hand and leg injuries. The only question that was asked by Investigator Joseph was if Biker "had worked on engines?" Other than that there was no additional investigation into what might have caused the injuries or if Biker had them prior to leaving the residence on 12/2/15. In her written comments to the ME Report and her statements to me, Amy is certain that Biker did not have those injuries when she last saw him.

POTENTIAL MOTIVE:

Amy stated Biker had told her he had informed his business partner, Bradford Harcourt ("Harcourt") that he was "broke" and did not have additional funds to put into the business. To that point, Amy received a Formal Meet and Confer Letter dated June 7, 2022 from Lake's attorney Andrew Hall (**See Exhibit E**) stating, among other things, that Lake had provided Biker with a \$289,560.68 two-week-bridge-loan ("bridge loan") via unknown means, to purchase a building for the new business. In that letter it states that Biker did not pay Lake back and that upon Biker's death, Lake applied that unpaid loan as full consideration to transfer the City of San Diego Cannabis License Conditional Use Permit ("CUP") which had been in Biker's name, directly to Harcourt. In her written comments to the Meet and Confer Letter (**See Exhibit F**) and during our interview Amy told me that Lake had told her that Biker had signed the Certificate of Cancellation of the LLC ("Cancellation") earlier on 12/2/15, the day of his death which had allowed him to do this (**See Exhibit G**). Upon further investigation, it was found that the Cancellation was filed with the Secretary of State on 12/21/15 or approximately 3 weeks after Biker's death.

When Amy saw the Cancellation document she was positive that Biker's signature had been forged. To prove that she engaged the services of a Forensic Document Analyst to review a series of documents Biker had signed to determine if the Cancellation signature Biker had, per Lake, purportedly made, was his or not. The report, generated by Mr. Manny Gonzales of Alliance Forensic Sciences, LLC ("AFS Report") (See Exhibit H) concluded that the signature was "more likely than not" not the decedent's signature.

Amy stated that it was during her own recent investigation of the CUP transfer after Biker's death she was able to find, through a Freedom of Information Act ("FOIA") request with the City of San Diego, that Lake had lied to her on the CUP transfer into Harcourt's name. As can be seen by the City of San Diego Development Services Department ("DSD"), upon Biker's death, transferred the CUP into Amy's name, (See Exhibit I) without her knowledge or consent and then subsequently, again without her knowledge or consent, transferred that CUP into Harcourt's name.

Amy advised me that Lake had been lying and omitting information when he spoke with her and what she now has come to learn is that Lake and Harcourt benefited financially from the decedent's death. To convince Amy and her family that Biker died of a suicide, Lake went so far as to bring a Dr. Cooper to the family home just days after his death. Lake had advertised Dr. Cooper as being an authority in Chronic Traumatic Encephalopathy (CTE). Amy has since come to find out that Dr. Cooper is a personal friend of Lake's, is a child psychologist and has no known CTE training or the professional credentials to support such a determination.

Amy stated that Biker might have had issues which caused him to be stressed out, just prior to his death, however she asserts that he was not the type of person who would take his own life because of it. Amy stated that any issues Biker had been facing were not so significant that they would not have able to handle them, especially any financial issues. When considering the sum total of the information Amy now has available to her, she told me that she believes Biker was may have been the victim of foul play due to all the suspicious circumstances surrounding his death.

COMMENTS:

There are a lot of questions raised with this investigation and its determination that the decedent's cause of death was a suicide. Some suicide cases are very cut and dry where they automatically tell a story of what occurred. Michael "Biker" Sherlock's death is not one of those cases.

Every agency differs on how they conduct crime scene and coroner investigations, however based on my experience there are certain steps and procedures that must be followed in order to obtain as near as complete understanding as possible of what transpired. The fact that the PD Report and ME Report missed coverage of essential elements by hardly mentioning, or not mentioning them at all, is incredibly problematic for the purposes of a complete investigation. Most notably there having been no mention of the non-lethal injuries and whether the were pre or post mortem. The follow up to that determination would have been an interview of Amy Sherlock, (NOK) regarding those injuries which would be basic standard practice for any type of death.

The investigation done at the scene was sub-par to say the least. There were no measurement taken at the scene of the death, or any sort of articulation as to where any of the blood was specifically located in relation to the decedent. This is an absolute necessity in order to determine if that blood was generated as a result of a wound from the decedent and where the decedent was discovered. Also there is the complete lack of explanation as to why there is (what appears to be) fresh blood marks on the rocks at approximately 12" above the decedent's head. This blood spot above the head indicates the decedent may have possibly been in a standing position when he died.

The photographs, or lack thereof, do not give a full and complete picture of the scene and the decedent's position in relation to potential crucial evidence. Standard protocol for coroner investigation is to do complete and thorough body observations at the scene prior to the decedent being transferred off scene. This would include the removal of clothing, or at least moving clothing in order to see all parts of the body to see if there is any additional trauma or injuries. This is done to assist in ruling out foul play, which should have been an initial consideration based upon the decedent's numerous non-lethal injuries.

Another area that shows a lack of normal crime scene protocols would be the injury to the decedent's right leg. This was not mentioned until the autopsy and was never photographed. Another omission would be the absence of any statements regarding rigor mortis and lividity, two critical components of any death scene investigation as it can assist in determining time of death as well as original body position. The PD Report only states there was "stiffness in the extremities" which is vague. There is no mention of lividity or the sand and dirt spread across the front portion of the decedent's sweatshirt in either report.

There are contradictions between the PD and the ME Reports. Where the ME Report states "there was a cartridge in the pistol's magazine" (not in the chamber) and the PD Report states the exact opposite "there was a live round in the chamber" (not in the magazine) are completely at odds with each other. It's worth noting that standard police procedure would be to slightly pull the slide back in order to see if there is a live round inside of the firearm and then photograph it. The round was never photographed in either the chamber or the magazine. The only photograph(s) of the live round from the firearm was taken while either one of the SDPD officer(s) or the ME Investigator held that round in their hand.

I found the position of the pistol to be unusual. However if the decedent had committed suicide it is theoretically possible for the pistol to fall to rest in the position it was located. This would have depended on factors such as the positioning of the decedent's hand(s) while holding the pistol, tightness of the decedent's arms and hands and how far the barrel was positioned inside his mouth. I will state that the recoil on a 9mm firearm is not as substantial as a larger caliber firearm. Therefore the natural trajectory for the firearm to go backwards (away from the decedent) after being fired, might not be as exaggerated as one would normally expect.

To allay her suspicions, Amy hired Dr. Michael Iliescu, MD to perform an independent forensic analysis of the ME Report. That report (Iliescu Report) relied on Dr. Iliescu's full review of all the crime scene photos, and the ME Report and concludes that the cause of death should be considered undetermined. That report, (**See Exhibit J**) with redacted images, is contained herein.

CONCLUSIONS:

On the surface this appears to be a suicide. However, due to the numerous issues, inconsistencies, contradictions, lack of evidence, lack of documentation, lack of investigation and lack of articulation from the PD and ME Reports, I am unable to determine whether or not this is, without a doubt a suicide. Because of all these issues, any sort of actual scene reconstruction would be almost impossible. Coupled with the amount of time that has gone by, my inability to analyze the scene in person at the time of the incident, as well as conduct any further investigation, or interviews, with potential knowledgeable parties. Also what we do know about forgery of the decedent's signature for purposes of his canceling his LLC and loan that he had not paid back to Lake, indicate a potential motive for the death. Based upon the totality of the circumstances, my training and experience, it is my opinion that this death should be labeled as "suspicious" or "undetermined" and not ruled, as a matter of fact; suicide.

Date: November 22, 2022

Trent James: 

Attachments: Exhibits A-J

EXHIBIT A

SAN DIEGO REGIONAL CRIME/INCIDENT REPORT

INCIDENT NUMBER 15120003616
CASE NUMBER 15052054

CRIME REPORT

PAGE 1 of 8

BEAT 124	RELATED RPT #S	DATE 12/03/2015 - 12/03/2015	DAY OF WEEK Thursday - Thursday	TIME 00:01 - 06:34	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
CODE SECTION AND DESCRIPTION ZZ / 921000 / SUICIDE ACTUAL					
LOCATION OF INCIDENT (OR ADDRESS) 400 SEA RIDGE DR			CITY SAN DIEGO		

VICTIM / WITNESS

W	RP	W TYPE 06	NAME (LAST, FIRST, MIDDLE / OR ORGANIZATION) Hodgson, Tad Hughes						
RESIDENCE ADDRESS						CITY SAN DIEGO	STATE CA	ZIP 92037	
RACE W	SEX M	DATE OF BIRTH 02/24/1957	VICTIM INJURED Y	EXTENT OF TREATMENT DEATH	INTERPRETER REQUIRED	LANGUAGE	VICTIM RELATION TO SUSPECT UNK	V/W ASSIST N	
CONTACT									
ID									
STATUS UNEMP		EMPLOYER (RANK IF MILITARY) Retired Retired		BUSINESS ADDRESS		CITY		STATE CA	ZIP 92037
ADDITIONAL INFORMATION N/A									

VICTIM / WITNESS

V	RP	W TYPE 06	NAME (LAST, FIRST, MIDDLE / OR ORGANIZATION) Sherlock, Michael De Carlo						
RESIDENCE ADDRESS						CITY SAN DIEGO	STATE CA	ZIP 92037	
RACE W	SEX M	DATE OF BIRTH 01/25/1968	VICTIM INJURED Y	EXTENT OF TREATMENT DEATH	INTERPRETER REQUIRED	LANGUAGE	VICTIM RELATION TO SUSPECT	V/W ASSIST N	
ID DL B3811759 CA									
STATUS UNEMP		EMPLOYER (RANK IF MILITARY) N/A N/A		BUSINESS ADDRESS		CITY		STATE CA	ZIP 92037
ADDITIONAL INFORMATION N/A									

VICTIM / WITNESS

W	RP	W TYPE 06	NAME (LAST, FIRST, MIDDLE / OR ORGANIZATION) Lake, Steve						
RESIDENCE ADDRESS						CITY ENCINITAS	STATE CA	ZIP 92024	
RACE W	SEX M	DATE OF BIRTH 09/20/1968	VICTIM INJURED Y	EXTENT OF TREATMENT DEATH	INTERPRETER REQUIRED	LANGUAGE	VICTIM RELATION TO SUSPECT RELAT	V/W ASSIST N	
CONTACT									
ID									
STATUS EMP		EMPLOYER (RANK IF MILITARY)		BUSINESS ADDRESS		CITY		STATE CA	ZIP 92024
ADDITIONAL INFORMATION N/A									

I certify that the information requested will be used solely for those limited purposes stated and will not be used to harass, degrade or humiliate any person. The requesting agency or person hereby agrees to indemnify and hold harmless the San Diego Police Department and the City of San Diego for any liability arising out of the improper use of the information provided

REPORTING OFFICER ERIC ARMSTRONG	I.D. # 7324	DIVISION N1	AGENCY SDPD	DATE OF REPORT 12/3/2015	TIME 07:34
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(Revised 09/2013 Electronic)

INCIDENT NUMBER

15120003616

CONTINUED FROM
CRIME REPORTSAN DIEGO REGIONAL
CRIME/INCIDENT REPORTPAGE
2 of 8CASE NUMBER
15052054

VICTIM / WITNESS

W		W TYPE 06	NAME (LAST, FIRST, MIDDLE / OR ORGANIZATION) Sherlock, Amy J						
RESIDENCE ADDRESS 5439 WESTKNOLL DR		CITY SAN DIEGO			STATE CA		ZIP 92037		
RACE W	SEX F	DATE OF BIRTH 05/30/1973	VICTIM INJURED Y	EXTENT OF TREATMENT DEATH	INTERPRETER REQUIRED	LANGUAGE	VICTIM RELATION TO WIFE	SUSPECT	VW ASSIST N
CONTACT CELL PHONE (619)871-5403									
ID DL A6458933 CA									
STATUS EMP	EMPLOYER (RANK IF MILITARY)			BUSINESS ADDRESS			CITY	STATE	ZIP
ADDITIONAL INFORMATION N/A									

M.O. INFORMATION

TOTAL # OF WITNESSES AT CRIME 3		PLACE OF ATTACK 6. Other:			SURROUNDING AREA 8. Marine/Water	
W	SPECIFY GUN	HOW USED FIRE				
TYPE OF STRUCTURE NON-RESIDENTIAL 0. N/A						
TARGET(S) 5. Person						
POINT OF ENTRY 0. N/A						
SECURITY USED 0. N/A						
TYPE LOCK ATTACKED 0. N/A						
SUSPECT ACTIONS 13. Fired Weapon						
VICTIM INJURED Y	EXTENT OF TREATMENT Death			SIC No		

EVIDENCE

EVIDENCE OBTAINED		TAG NUMBERS	
3. WEAPON/TOOLS		10559525	
3. WEAPON/TOOLS		10559533	
See Evidence Collection Section for Details			WITNESS CHECK

OFFICER ASSAULT (OAK)

VEHICLE TYPE	NUMBER OFFICERS WITH PERSONAL INJURY	ACTIVITY WHEN ASSAULT OCCURRED
	NUMBER OFFICERS WITHOUT PERSONAL INJURY	

ARSON

ARSON TYPE	DESCRIPTION	CONTENT LOSS \$	STRUCT LOSS \$	ABANDONED
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REPORTING OFFICER ERIC ARMSTRONG	I.D. # 7324	DIVISION N1	AGENCY SDPD	DATE OF REPORT 12/3/2015	TIME 07:34
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(Revised 09/2013 Electronic)

ARMOROUS-012-Sherlock

Exhibit A

INCIDENT NUMBER
15120003616

CASE NUMBER
15052054

CONTINUED FROM
CRIME REPORT

**SAN DIEGO REGIONAL
CRIME/INCIDENT REPORT**

PAGE
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EVIDENCE COLLECTION

Officer's Investigation
I conducted the following attempts to locate, collect, and preserve evidence from the crime scene at

400 SEA RIDGE DR **SAN DIEGO** **CA** **92037**

LATENT PRINTS:
I made attempts to lift latent prints: **N**
If NO, explain:

OTHER PHYSICAL EVIDENCE:
I made attempts to locate other physical evidence at the scene: **Y**
I recovered evidence listed in the spaces below (include photographs also):

Item Description 9MM SIG SAUER HANDGUN	By Whom ARMSTRONG,ERIC 7324
How Marked	Disposition IMPOUNDED
Location Found 400 SEA RIDGE RD	Tag Number 10559525

Item Description (1) 9MM ROUND, (1) 15 ROUND MAGAZINE.	By Whom ARMSTRONG,ERIC 7324
How Marked	Disposition IMPOUNDED
Location Found 400 SEA RIDGE DR	Tag Number 10559533

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REPORTING OFFICER ERIC ARMSTRONG	I.D. # 7324	DIVISION N1	AGENCY SDPD	DATE OF REPORT 12/3/2015	TIME 07:34
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**SAN DIEGO POLICE DEPARTMENT
SUPPLEMENTAL DEATH REPORT**

Category: (Select one)

TRAUMATIC



**Means
Of
Death:**
Traumatic
Only

Check all that apply

- | | |
|---|--|
| <input checked="" type="checkbox"/> Gunshot | <input type="checkbox"/> Hanging |
| <input type="checkbox"/> Cutting | <input type="checkbox"/> Train/Vehicle |
| <input type="checkbox"/> Jumped | <input type="checkbox"/> Alcohol/Drug Related |
| <input type="checkbox"/> Poison | <input type="checkbox"/> Apparently self-inflicted |
| <input type="checkbox"/> Other: | |

Clothing Worn: Black jacket, red t-shirt, grey pants, black shoes.

Marks, scars, tattoos: Approximately 12" scar on center abdomen. Dried blood coming from the nose and mouth. Dried blood on the inside of the mouth.
(Indicate location & describe)

Regular Physician: Dr. Howard Williams (Hillcrest)

Treating Physician: N/A

Death pronounced by: Dan McClain #123883

Date/Time Pronounced: 12/2/15 0645am

Med. Examiner Investigator: **Sandra Joseph #22**

Hospital? No

<input checked="" type="checkbox"/> Evidence Taken: Yes	Disposition: PD	Property Tag#: 10559525
<input type="checkbox"/> Valuables Taken: No	Disposition: N/A	Property Tag#:
<input checked="" type="checkbox"/> Photos Taken: Yes	Number taken: 30 Digital	Disposition: PD

Medical Examiner Waiver # 15-02760

Approved By: A/Sgt. J. Clark #5496

Scene Description: (Scene Description: Describe surrounding scene in detail:)

The scene was "False Point", located at 400 Sea Ridge Dr. "False Point" is the coast line at the bottom of a rock cliff, accessible by a walking path from Sea Ridge Dr. The coast line is covered in rocks and jagged cliff edges.

SAN DIEGO REGIONAL CRIME/INCIDENT REPORT

	INCIDENT NUMBER 15120003616
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Location & State of Body: (Describe in detail. Include wounds, marks, lividity or level of decomposition.)

Sherlock was found at the bottom of a staircase at the location. Sherlock was sitting North West of the staircase, on the coast line. Sherlock's feet were straight in front of him and his back was resting against the rock cliff. Sherlock's right hand was touching the ground beside him and his left hand was resting in his lap. Sherlock had dried blood on his face that originated from his nose and mouth. Sherlock also had dried blood inside his mouth. Both of Sherlock's eyes were open and his mouth was slightly open as well. Sherlock's extremities were stiff, and his person was pale.

History & Background: (Describe events leading to death. Include mental and physical history.)

Sherlock had no known physical health issues. Sherlock suffered from insomnia and depression. It was reported Sherlock had been "disorientated" for the last few days. Sherlock was depressed about money issues his family was having.

Evidence / Property: (Explain where found and why taken.)

I took photos of the scene as well as Sherlock's body. I recovered a black 9mm Sig Sauer handgun from the scene. The handgun was located beside of Sherlock's left hip. The barrel of the handgun was pointing upward, and resting against Sherlock's leg. The stock of the handgun was touching the ground. I later impounded the photos at the Northern Division Substation and the handgun at the Headquarters Property Room. Please see evidence collection below for barcode numbers.

<u>Item #</u>	<u>Description</u>	<u>Barcode #</u>	<u>Impound Location</u>
1	Sig Sauer Handgun	10559525	Headquarters
2	Ammo, Magazine	10559533	Headquarters
3	Photo CD/DVD		Northern

Investigation: (Describe events and statements to support your findings.)

On 12/3/15, at 0638 hours, Officer Vollmar (#6063) and I volunteered for a radio call regarding a report of death at the corner of Linda Way and Sea Ridge Dr. It was reported a handgun was discovered beside the body at the scene. While we were enroute to the location, Medic 9 and Engine 21 arrived on scene. Dan McClain (#123883) announced, at 0645 hours, the person found at the location was deceased by an apparent self inflicted wound.

We arrived on scene at 0655 hours, and made contact with Officer Brown (#7085) who informed me of the situation. I walked down the staircase, at the location, and walked North West along the shore line. A short distance away from the foot of the staircase, I saw the body of a white male sitting against the rock cliff side.

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(Revised 09/2013 Electronic)

CONTINUED FROM
CRIME REPORT

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SAN DIEGO REGIONAL CRIME/INCIDENT REPORT

INCIDENT NUMBER 15120003616
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There was dried blood coming from the mouth and nose of the body. I also discovered a black handgun sitting beside the left hip of the body.

I contacted the Medical Examiner's office and informed them of the situation. They medical examiner stated they would be sending out an investigator to the scene.

I took photos of the scene and the location of the body. I also took photos of the handgun, and the location it was found. I later impounded the photos at the Northern Division Substation. See my evidence collection for barcode numbers.

While waiting for the Medical Examiner Investigator, Steve Lake arrived at the scene. Lake stated he was looking for his missing brother-in-law and that his vehicle was parked a short distance away. Through a description and name given by Lake, I confirmed the body was Lake's brother-in-law. I collected a statement from Lake. Please see Lake's statement below. After speaking with Lake, Tad Hodges arrived on scene and stated he was the original reporting party to the incident. I then collected Hodges statement. Please see Hodges statement below.

Medical Examiner Investigator Sandra Joseph #22 arrived on scene. Joseph completed her investigation and stated the Medical Examiner's Office would be taking the body. During the investigation, a wallet was discovered in the front right pants pocket. Inside the wallet, I found a California Driver's License for a "Michael Sherlock." I identified the body was Michael Sherlock from the California Driver's License.

Joseph stated she would not be collecting the black firearm as evidence. I collected the firearm at the scene. I identified the firearm as a 9mm Sig Sauer handgun (SN# B246247). I later confirmed the firearm was registered to Michael Sherlock. When I discovered the firearm, the safety was in an off position and there was a black magazine inserted into the stock of the gun. There was a single round inside the chamber of the firearm, and the magazine was empty. A shell casing was not discovered at the scene. I later impounded the firearm, ammo, and magazine at the Headquarters Property Room. See my evidence collection for barcode numbers.

Joseph provided me Medical Examiner Wavier #WV15-02760 for Sherlock's death. Officer Vollmar and I left the scene, with Joseph, and went to the residence of Michael Sherlock. Sherlock's residence was located at 5439 Westknoll Dr. At the residence, I made contact with Sherlock's wife, Amy Sherlock. Joseph spoke with Amy Sherlock and I collected a statement from her. Please see Amy Sherlock's statement below.

Crisis Interventionist Joby Bakken (#V-906) arrived and began speaking with the family of Michael Sherlock.

REPORTING OFFICER ERIC ARMSTRONG	I.D.# 7324	DIVISION N1	AGENCY SDPD	DATE OF REPORT 12/3/2015	TIME 07:34
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SAN DIEGO REGIONAL
CRIME/INCIDENT REPORT

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Witness Statement(s):

Statement of Steve Lake (Witness):

I spoke to Steve Lake in person at the scene. Steve Lake essentially told me the following:

Lake is the brother-in-law of Sherlock and lives in Encinitas, CA. On 12/3/15, at 0630 hours, Lake received a call from Sherlock's wife, Amy Sherlock, stating Sherlock left his residence the night before, on 12/2/15, and had not returned. After speaking with Amy, Lake left his residence to search for Sherlock. Lake knew Sherlock frequently visited the shoreline at 400 Sea Ridge Dr. He first searched a park on the shore line, just north of 400 Sea Ridge Dr. Lake then drove down the coast and found Sherlock's vehicle (#6MGP752) parked at the location.

Statement of Amy Sherlock (Witness):

I spoke to Amy Sherlock in person at her residence.

Amy Sherlock essentially told me the following:

Amy Sherlock is married to Michael Sherlock and they have two children together. For the past few weeks, Sherlock has been depressed and suffering from insomnia. Amy Sherlock was attempting to get Michael Sherlock on medication for depression but had been unable. Sherlock lost a skateboarding business around 2 years ago and lost a major business deal about 2 weeks ago. Amy reported that recently Sherlock had made statements about needing to sell their house and cars to pay for bills.

On 12/2/15, at 2000 hours, Michael Sherlock became very upset over their residence's sink breaking and a flat tire that occurred on Amy's work vehicle. Sherlock stated he needed some time to "clear his mind" and left the residence. Amy did not want him to leave, but was unable to convince Sherlock to stay. At 2230 hours, Sherlock had not returned to the residence and Amy went to asleep. Amy was not worried about Sherlock since only a few hours had passed. On 12/3/15, at 0615 hours, Amy woke up to discover Sherlock had not returned to the residence. Amy became worried, and went online to the "NBC San Diego" website. On the website, Amy read about a "suspicious death" at "Bird Rock" in La Jolla, CA. Amy knew Sherlock frequently visited this area. At 0630 hours, Amy called her brother-in-law, Steve Lake, to inform him of the situation. Lake stated he would drive around to look for Sherlock.

SAN DIEGO REGIONAL
CRIME/INCIDENT REPORT

Statement of Tad Hodgson (Reporting Party/Witness):

I spoke to Tad Hodgson in person at the scene.

Tad Hodgson essentially told me the following:

On 12/3/15, at 0640 hours, Hodgson was heading to the coast line, at 400 Sea Ridge Dr, to see what the surf would be like for the day. Hodgson made his way down the staircase, at the location, towards the coast line. When Hodgson reached the bottom of the staircase, he saw a pair of legs sticking out from the cliff side. The legs were located North West of where he was standing. Hodgson initially did not think anything of this because frequently people sleep at this location. When Hodgson saw no movement from the pair of legs, he approached them. When Hodgson got closer, he discovered a white male, approximately 30-40 years old, wearing a black jacket and grey pants. Hodgson could see a black handgun lying on the ground, beside the left hip of the body. Hodgson also saw dried blood coming from the body's nose and mouth. Hodgson immediately left the scene to call the police. Hodgson did not have a cell phone on him, so he went back up the staircase at the location. At the top of the staircase, Hodgson made contact with another person, who called in the incident for him.

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REPORTING OFFICER ERIC ARMSTRONG	I.D. # 7324	DIVISION N1	AGENCY SDPD	DATE OF REPORT 12/3/2015	TIME 07:34
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EXHIBIT B



County of San Diego

GLENN N. WAGNER, D.O.
CHIEF MEDICAL EXAMINER

OFFICE OF THE MEDICAL EXAMINER
5570 OVERLAND AVE., SUITE 101, SAN DIEGO, CALIFORNIA 92123-1206
TEL: (858) 694-2895 FAX: (858) 495-5956

INVESTIGATIVE REPORT

1/5/2016

CALL INFO	NAME OF DECEASED (LAST, FIRST MIDDLE) SHERLOCK, Michael De Carlo		AKA		HIO <input type="checkbox"/>	CASE NUMBER 15-02760	
	INVESTIGATOR Sandra Joseph	REPORTED BY Officer Armstrong ID	REPORTING AGENCY San Diego County Medical Examiner			PREVIOUS WAIVE #	
	CALL DATE AND TIME 12/03/2015 0703		ARRIVAL DATE AND TIME 12/03/2015 0810		RETURN DATE AND TIME 12/03/2015 1300		
DECEDENT	DATE AND TIME OF DEATH 12/03/2015 0634	DATE OF BIRTH 01/25/1968	AGE 47 Years	GENDER Male	RACE White		
	RESIDENCE (STREET, CITY, STATE, ZIP) 5439 Westknoll Drive San Diego, CA 92109			COUNTY	LAST SEEN ALIVE 12/2/2015 2000		
	COUNTRY OF RESIDENCE USA	OCCUPATION Self-employed		PAID AUTOPSY <input type="checkbox"/>			
DEATH	LOCATION OF DEATH Found, Tourmaline Surfing Park			TYPE OF PLACE Other			
	ADDRESS (STREET, CITY, STATE, ZIP) N 32 48 20 W 117 15 47 La Jolla, CA 92037						
	SUMMARY <p>The decedent was a 47 year old, married, White male who resided in San Diego with his wife and two minor children. The decedent was last seen by his wife on the evening of 12/3/2015 when he was upset and said he was going to the beach. On the morning of 12/3/2015, a surfer at Tourmaline Surfing Park saw the decedent seated on the rocky beach against the cliff. As he approached, he saw blood on his face and a gun at his left hip. The surfer called 9-1-1. San Diego Police Department and San Diego Fire Department engine 21 responded to the scene and death was confirmed without intervention.</p> <p>Medical Examiner's jurisdiction invoked according to the California Government Code 27491: Death due to known or suspected suicide.</p>						
INCIDENT	LOCATION OF INCIDENT Beach			INCIDENT PLACE TYPE AT WORK <input type="checkbox"/> AT RESIDENCE <input type="checkbox"/>			
	ADDRESS (STREET, CITY, STATE, ZIP) N 32 48 20 W 117 15 47 La Jolla, CA 92037			COUNTY San Diego			
	DATE AND TIME OF INCIDENT 12/03/2015 Unk	INVESTIGATING AGENCY San Diego Police	OFFICER Officer Armstrong	BADGE # 7324	REPORT #		
	DECEDENT WAS	BELTED	HELMETED <input type="checkbox"/> Yes <input type="checkbox"/> No	POSITION	ON PRIVATE PROPERTY <input type="checkbox"/> Yes <input type="checkbox"/> No		
	VEHICLE		LICENSE NUMBER		STATE		
NOTIFICATION	IDENTIFIED BY Sandra Joseph		METHOD Personal Effects		DATE AND TIME 12/03/2015 0810		
	FUNERAL HOME Bayview Cremation & Burial		PROPERTY <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	PUBLIC ADMINISTRATOR <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TYPE OF EXAM Autopsy		
	NAME OF NOK OR OTHER Amy Sherlock	RELATIONSHIP Wife	DATE NOTIFIED 12/3/2015	NOTIFIED BY Other			
	NAME OF NOK OR OTHER Steve Lake	RELATIONSHIP Brother in law	DATE NOTIFIED 12/3/2015	NOTIFIED BY Law Informant			

San Diego Medical Examiner
5570 Overland Avenue, Suite#101
San Diego, CA 92123-1206
(858) 694-2895

Case Number : 15-02760
Investigator : Sandra Joseph
Date of Death : 12/03/2015
Date Today : 01/05/2016

INVESTIGATIVE NARRATIVE

Decedent: Michael De Carlo Sherlock

Antemortem Events:

On 12/3/2015 at 0812 hours, I obtained the following information from San Diego Police Officer Armstrong ID 7324 at the scene. On the morning of 12/3/2015, a surfer at Tourmaline Surfing Park, just south of Bird Rock was walking along the rocky beach to see surf conditions. As he rounded a small point, he saw the decedent seated against the cliff wearing street clothes. He walked closer as the tide was up and saw the decedent had blood around his face and a gun at his left hip. The surfer went up the beach access steps to the intersection Sea Ridge Drive and Linda Way and flagged down Tad Hodgson, who had just arrived to surf. Tad Hodgson used his cell phone to call 9-1-1. Officer Armstrong and San Diego Fire Department Engine #21 responded to the scene. Paramedic McCain confirmed death without intervention due to obvious fatal head trauma.

On 12/3/2015, I obtained the following information from the decedent's brother in law, Steve Lake at the decedent's home on. Steve stated he had spoken with the decedent on 12/2/2015 and "he was in a funk". Steve told the decedent he was coming over and they spent several hours together. During that time, the decedent had presented Steve with a list of problems. Steve said they were all little things but the decedent appeared to be overwhelmed. They talked about tackling the problems one by one until they were gone. The decedent never made any suicidal threats or appeared to be in any distress. When Steve left the decedent appeared better. On the morning of 12/3/2015, Steve's sister, Amy Sherlock, the decedent's wife called him and said the decedent had left around 2000 hours to go to the beach and he had not come home. Amy heard reports of a death at the beach and she asked Steve to go see if it was the decedent. This particular stretch of beach was sentimental to Amy and it was a known location to the decedent. Steve went to the location and saw the decedent's Ford Flex. He spoke with police and was advised of the death.

Past Medical, Surgical, and Social History:

On 12/3/2015, I obtained the following information from the decedent's wife, Amy Sherlock, at her home in San Diego. He had become increasingly depressed over business losses. The decedent saw his primary care physician, Dr. Howard Williams of Scripps and was prescribed Ambien. They were trying to get him psychiatric help but no appointments were available until February 2016. The decedent did not smoke cigarettes or drink alcohol. He did smoke marijuana but had quit a few months ago. The decedent never made any threats or expressed any suicidal ideation. The decedent was in a BMX bicycle accident several years ago and his spleen was removed.

I obtained the following information from the office of Dr. Howard Williams, MD, the decedent's primary care physician. The decedent was seen on 3/9/2015 for an annual physical and to establish as a patient. History given was variety of injuries related to being a skateboarder, BMX rider and stuntman. The decedent had previous carpal tunnel surgery of both wrists, knee surgery and removal of his spleen three years previously. The decedent had a complaint of chronic back pain but was not on any medications at that time. On 11/12/2015, the decedent was seen for trouble sleeping and anxiety. He had lost his job and was sleeping poorly. His wife reported he snored very loudly and she had witnessed episodes of sleep apnea. The decedent stated he had a history of depression and took Wellbutrin for several years. He was diagnosed with sleep disturbance, obstructive sleep apnea, depression and back pain. He was started on Trazodone 50 mg tablets to be taken at bedtime.

Scene Description:

On 12/3/2015 at 0815 hours, I arrived at the scene. At the time of my arrival, the tide was going out and it was daylight. The area of the beach was comprised of large rocks overlying coarse sand. Some rocks were smooth and some were broken and had sharp edges. There were homes situated on the cliffs above the beach. There is a stairway leading from Sea Ridge Drive down to the beach which his frequented by surfers. There were seagulls on the beach and small crustaceans in proximity to the body. The decedent was seated with his back against the cliff at GPS Coordinates N 32 48

20 W 117 15 47. There were a few small droplets of blood spatter north of the body. A Sig Sauer 9mm semiautomatic handgun, serial number B246247 was against the decedent's left hip. The backstrap (back of the grip) was on the rocks and the magazine was partially ejected. There was one PMC 9mm Luger cartridge in magazine. There was rust on the weapon and the magazine. No casing was found during a search of the scene. The decedent's cell phone, wallet and keys were found in his pants pockets. The decedent's gray Ford Flex, California License Plate 6MP752 was parked on Linda Way. The vehicle was locked. The front seat appeared to be situated for someone of his reported height on the driver license of 5'10". The interior of the vehicle was very clean and neat. There was a crumpled white t-shirt in the rear of the vehicle and another shirt on a hanger. There was no blood inside the vehicle. There were no stains on the white t-shirt. The decedent's cell phone was fingerprint and password locked, however the notifications showed numerous missed phone calls and messages. The scene did not appear staged.

Body Description:

On 12/3/2015 at approximately 0825 hours, I viewed the body. The decedent was seated on the rocks with his legs extended straight in front of his body. His head was turned slightly to the right (North). His left hand was on his lap and his right hand was across rocks. There were a few small blood droplets North of the body. The decedent was wearing gray sweatpants, black hoodie zippered closed, red t-shirt and black lace shoes. There was a black ball cap was partially on and behind left shoulder. There were numerous ants and sea roaches on the body. There was drying blood from the right side of his mouth. There was small blood spatter around his mouth and drying blood from his right nostril. There was a large blood clot in his mouth. There was a contusion on his right forehead. I palpated a possible defect in his mouth but could not view it due to clotted blood. There was crepitus of his head and a large depression on the occipital area of his head. There was no defect visible on the scalp. At 0845 hours, clean white paper protective bags were placed over his hands.

On 12/3/2015 at 0920 hours, 92M Transport personnel E. Arenas and Y. Andre placed the decedent in a clean, white pouch and blue tamper evident seal 4141517 was affixed to the pouch for transport to the Medical Examiner's Office.

Special Requests:

There were no special requests.

Identification:

I identified the decedent from his California Driver License #B3811759.

Antemortem Specimens:


Not applicable.

Public Administrator:

A referral to the Public Administrator was not requested.

Other Important Factors:

There were no other important factors.

Signed: 
Sandra Joseph
Medical Examiner Investigator

Date Signed: 1/3/2016

Approved by: 



County of San Diego

GLENN N. WAGNER, D.O.
CHIEF MEDICAL EXAMINER

JONATHAN R. LUCAS, M.D.
CHIEF DEPUTY MEDICAL EXAMINER

OFFICE OF THE MEDICAL EXAMINER

5570 OVERLAND AVE., SUITE 101, SAN DIEGO, CALIFORNIA 92123-1206

TEL: (858) 694-2895 FAX: (858) 495-5956

AUTOPSY REPORT

Name: MICHAEL DE CARLO SHERLOCK **ME#:** 15-2760
Place of death: Tourmaline Surfing Park **Age:** 47 Years
N 32 48 20 W 117 15 47 **Sex:** Male
Date of death: Found,
December 3, 2015; 0634 Hours
Date of autopsy: December 4, 2015; 0915 Hours

CAUSE OF DEATH: PENETRATING INTRAORAL GUNSHOT WOUND

MANNER OF DEATH: SUICIDE

AUTOPSY SUMMARY:

- I. Penetrating intraoral gunshot wound:
 - A. Entrance: oral cavity/posterior pharynx.
 - B. Injury to: oral cavity, posterior pharynx, brainstem/upper cervical spinal cord, base of skull, and structures of posterior neck.
 - C. Exit: none.
 - D. Recovered: partially deformed copper-colored jacketed bullet recovered from tissue of posterior aspect of neck.
 - E. Wound pathway: the wound pathway directed front-to-back and upward with no significant right/left deviation.
 - F. Associated injuries: hemorrhage along wound path, subarachnoid hemorrhage greater at base and right side of brain, subdural hemorrhage (approximately 20 ml), linear fractures of anterior cranial fossae and right and left sides of posterior cranial fossa, contusions of inferior temporal lobes of brain, hemoaspiration, fine oral stretch marks on right and left aspects of skin of lips, and multiple contusions and abrasions of lower lip.

- II. Other injuries:
 - A. Abrasions and contusions of forehead, chin, posterior aspect of right hand, and right leg.

- III. No evidence of significant natural disease identified.
- IV. Other findings:
 - A. Extensive peritoneal adhesions and absent spleen status post remote splenectomy.
- V. Toxicological testing not contributory.

OPINION: According to the investigative information, the decedent was a 47-year-old White male who lived in San Diego with his wife and two minor children. The decedent was last seen alive on December 2nd around 2000 hours, when he was upset and said he was going to the beach. On the morning of December 3rd, a surfer at Tourmaline Surfing Park saw the decedent seated on a rocky portion of the beach against a cliff. As he approached he saw the decedent had blood on his face and a gun at his left hip. The surfer called 911. San Diego Police Department and San Diego Fire Department Engine 21 responded to the scene and death was confirmed without intervention. The decedent's brother stated that the decedent was "in a funk." The brother told the decedent he was coming over to his residence and they spent several hours together. During that time, the decedent presented to his brother a list of problems that Steve thought were all little things, but the decedent apparently appeared overwhelmed. They talked about tackling the problems one by one until they were gone. The decedent never made suicidal threats or appeared to be in any distress. When his brother left, the decedent appeared better.

At the scene, the brother located the decedent's vehicle close by. The decedent had a primary care physician and was prescribed Ambien at some point because he was becoming increasingly depressed over business losses. The family was trying to get him psychiatric help, but no appointments were available until February of 2016. The decedent reportedly did not smoke cigarettes or drink alcohol. He did smoke marijuana. He never made any threats or expressed suicidal ideation. Per the decedent's wife, the decedent had remote surgery and his spleen was removed after a BMX accident. According to medical records review, the decedent had a history of sleep disturbance, obstructive sleep apnea, depression, and back pain.

The autopsy documented a well-developed, well-nourished male appearing the stated age of 47 years. There was an intraoral gunshot wound that injured the tongue, posterior pharynx, brainstem/upper cervical spinal cord, base of skull, and soft tissues of posterior aspect of the neck. No exit wound was identified. A partially deformed copper-colored jacketed bullet was recovered from the soft tissue of the posterior neck at autopsy. The wound pathway was directed front-to-back and upward with no significant right/left deviation. There was evidence of close range discharge of a firearm (soot surrounding tongue injury). There were other minor injuries to include scattered abrasions. There was

no evidence of significant natural disease. There was evidence of a remote splenectomy. Toxicological testing detected no ethanol or common drugs of abuse in the blood.

Based on the autopsy findings and the circumstances surrounding the death, as currently understood, the cause of death is **penetrating intraoral gunshot wound**, and the manner of death is **suicide**.

ROBERT STABLEY, M.D.
Deputy Medical Examiner

Date signed:

The autopsy was performed at the Office of the San Diego County Medical Examiner on December 4, 2015 beginning at 0915 hours.

IDENTIFICATION: The body is identified by two Medical Examiner's identification bands on the right ankle bearing the decedent's name and case number.

WITNESSES: Assisting with the autopsy is Forensic Autopsy Specialist Stephen Hannum. There are no outside observers.

CLOTHING AND PERSONAL EFFECTS: A brown paper bag containing clothing accompanies the body at autopsy. In addition, a black, long-sleeved, zipper down the middle sweatshirt and a short-sleeved, red T-shirt are on the body. There are no obvious defects on the shirt or the sweatshirt. White paper bags cover the hands and are secured with tape; they are removed and discarded due to lack of evidentiary value.

EVIDENCE OF MEDICAL INTERVENTION: There is no evidence of medical intervention identified at autopsy.

EXTERNAL EXAMINATION

Injuries are fully described in the "Evidence of Injury" section below. The body is that of a well-developed, well-nourished male. The body weighs 187 pounds, is approximately 67 inches in length, and appears compatible with the reported age of 47 years. The body is well preserved, cold, and has not been embalmed.

The head is injured. The scalp hair is brown with streaks of gray and approximately 2-1/2 inches long. The face is clean shaven. The irides are green. The corneas are cloudy. The conjunctivae and sclerae are unremarkable. No petechial hemorrhages are seen. The external auditory canals, external nares, and oral cavity contain blood. The ears and earlobes are unremarkable. The nasal skeleton and maxilla are palpably intact. The lips and oral mucous membranes are injured. The teeth are natural. Examination of the neck reveals no gross evidence of injury.

The chest is symmetrical. The breasts are those of an adult male with no palpable masses. The abdomen is flat and soft. A vertical midline surgical scar extends from the epigastrium to approximately 3 inches inferior to the umbilicus. No other obvious surgical scars are seen. The back is symmetrical and unremarkable.

The extremities are symmetric and normally formed without track marks, ventral wrist scars, edema, deformities, or amputations. The fingernails and toenails are intact. There is blood on both hands. No obvious soot or gunshot residue is identified.

The genitalia are those of an adult male with bilaterally descended testes palpated within the scrotum.

SCARS AND OTHER IDENTIFYING MARKS: Scattered incidental scars are on the body.

TATTOOS: None.

POSTMORTEM CHANGES: The body is cold. Rigor is moderate in all extremities and in the jaw. Lividity is unfixated on the posterior surface of the body except in areas exposed to pressure.

EVIDENCE OF INJURY

PENETRATING INTRAORAL GUNSHOT WOUND:

In the oral cavity located midline is an entrance gunshot wound located approximately 9 inches below the top of the head. No obvious sore surrounds the wound. There is injury to the oral mucosa, tongue (1-3/4 x 1-1/2 inch stellate injury with soot surrounding the wound), soft palate to include uvula, posterior pharynx, clivus of base of skull, brainstem/upper spinal cord (transected), and soft tissue of posterior aspect of neck. No exit wound is identified. A partially deformed copper-colored jacketed bullet is recovered from the soft tissue of the posterior aspect of the neck. The bullet pathway is directed front-to-back and upward with no significant right/left deviation. Associated with this gunshot wound is hemorrhage along the wound path, subarachnoid hemorrhage greater at the base and right side of the brain, subdural hemorrhage (approximately 20 ml), linear fractures of the anterior cranial fossae and right and left sides of the posterior cranial fossa, contusions of the inferior temporal lobes of the brain, hemoaspiration, fine oral stretch marks on right and left aspects of skin of lips, and multiple contusions and abrasions of the lower lip.

MINOR INJURIES:

A 1 x 1 inch red abrasion is on the right forehead, just above the lateral aspect of the right eyebrow. A 1/16 inch round abrasion is on the chin region. Multiple abrasions are on the posterior aspect of the right hand and digits of the right hand. A 1 x 1 inch faint red-pink contusion is on the anterolateral aspect of the distal right leg.

INTERNAL EXAMINATION

ABDOMINAL WALL: The subcutaneous fat layer measures up to 3.0 cm thick.

BODY CAVITIES: There are extensive adhesions in the peritoneal cavity. The pleural and pericardial cavities are free of adhesions. All body cavities contain normal amounts

of serous fluid. All body organs are present in their normal anatomical position, with the exception of the spleen, which is surgically absent. The diaphragm is intact.

CARDIOVASCULAR SYSTEM: The 420 gram heart has a normal shape and is contained in an intact pericardial sac. The epicardial surface is smooth with minimal fat investment. The coronary arteries arise normally with widely patent ostia and are present in a normal distribution, with a right-dominant pattern. Cross sections of the coronary arteries demonstrate up to 25% eccentric luminal narrowing of the mid left anterior descending coronary artery with partially calcified atherosclerotic plaques. The myocardium is homogenous, red-brown, and firm. The valve leaflets are thin and mobile. The walls of the left ventricle, interventricular septum, and right ventricle are 1.5 cm, 1.4 cm, and 0.2 cm thick, respectively. The endocardium of the heart is smooth and glistening. The aorta gives rise to three intact and patent arch vessels and contains minimal atherosclerosis. The renal and mesenteric vessels are unremarkable. The pulmonary arteries are normally developed, patent and without thrombus or embolus.

RESPIRATORY SYSTEM: The upper airway is clear of debris and foreign material. The mucosal surfaces are smooth, yellow-tan and unremarkable. The pleural surfaces are smooth, glistening and unremarkable bilaterally. The right lung weighs 810 grams. The left lung weighs 720 grams. The pulmonary parenchyma is congested and edematous, exuding moderate amounts of blood and frothy fluid and exhibits an aspiration pattern. A small amount of anthracotic pigment is seen. No focal lesions are noted.

HEPATOBIILIARY SYSTEM: The 1740 gram liver has an intact smooth capsule covering a congested, tan-brown parenchyma with no focal lesions noted. The gallbladder contains approximately 40 ml of green-brown, mucoid bile; the mucosa is velvety and unremarkable. The extrahepatic biliary tree is patent without evidence of calculi.

LYMPHORETICULAR SYSTEM: The spleen is not identified status post remote surgical resection. Lymph nodes in the hilar, periaortic and iliac regions are not enlarged.

GASTROINTESTINAL SYSTEM: The esophagus is lined by gray-white, smooth mucosa. The gastric mucosa is arranged in the usual rugal folds and the lumen contains 175 ml of dark red, opaque fluid with partially-digested food particles. No pills, pill fragments, or capsules are present. The small bowel and colon are unremarkable. The pancreas has a normal pink-tan lobulated appearance. The appendix is grossly unremarkable.

GENITOURINARY SYSTEM: The right kidney weighs 170 grams; the left 190 grams. The renal capsules are smooth and thin, semi-transparent and strip with ease from the

underlying red-brown cortical surfaces. The cortices are sharply delineated from the medullary pyramids, which are red-purple to tan and unremarkable. The calyces, pelvis and ureters are unremarkable. White bladder mucosa overlies an intact bladder wall. The bladder contains less than 5 ml of cloudy, yellow urine. The prostate gland and seminal vesicles are without note. The testes are palpably unremarkable.

ENDOCRINE SYSTEM: The pituitary gland is grossly unremarkable. The thyroid gland is symmetric and red-brown, without cystic or nodular change. The right and left adrenal glands are intact with bright yellow cortices and red-brown medullae; no masses or areas of hemorrhage are identified.

NECK: See "Evidence of Injury." The anterior strap muscles of the neck are homogenous and red-brown, without hemorrhage. The thyroid cartilage and hyoid bone are intact. The larynx is lined by intact white mucosa. Incision and dissection of the posterior neck demonstrates deep paracervical muscle injury, hemorrhage, and a partially deformed copper-colored jacketed bullet that is recovered at autopsy.

MUSCULOSKELETAL SYSTEM: See "Evidence of Injury." No non-traumatic abnormalities of muscle or bone are identified.

HEAD AND CENTRAL NERVOUS SYSTEM: See "Evidence of Injury." The scalp is atraumatic. The galeal, subgaleal soft tissues of the scalp, and temporal muscles are free of injury. The dura mater and falx cerebri are intact. There is no epidural hemorrhage present. The leptomeninges are thin and delicate. The cerebral hemispheres have an unremarkable pattern of gyri and sulci. The blood vessels at the base of the brain are without significant atherosclerosis. The brain weighs 1470 grams. Coronal sections through the cerebral hemispheres reveal no non-traumatic lesions. The ventricles of the brain are of normal size and contain clear cerebrospinal fluid. Transverse sections through the brainstem, cerebellum, and upper spinal cord reveal no non-traumatic lesions. The tongue is injured.

SPECIMENS RETAINED

TOXICOLOGY: The following specimens are submitted for toxicology: central and peripheral blood, vitreous humor, liver, and gastric contents.

HISTOLOGY: Portions of tissues and major organs are retained in formalin. No sections are submitted for microscopic examination.

PHOTOGRAPHS: Digital identification photographs and photographs of injuries and projectile are taken.

RADIOGRAPHS: X-rays of the head and neck are taken and reveal a metallic object in the posterior aspect of the neck, which is recovered at autopsy and determined to be a partially deformed projectile.

RS:lcb

D: 12/4/15 T: 12/15/15

Rev. 12/28/15 lcb



County of San Diego

GLENN N. WAGNER, D.O.
CHIEF MEDICAL EXAMINER

JONATHAN R. LUCAS, M.D.
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5570 OVERLAND AVE., Ste #101, SAN DIEGO, CALIFORNIA 92123-1206
TEL: (858) 694-2895 FAX: (858) 495-5956

TOXICOLOGY REPORT

Name: **SHERLOCK, Michael De Carlo**
Medical Examiner Number: **15-02760**
Date of Death: **12/03/2015**
Time of Death: **06:34**
Pathologist: **Robert Stabley, M.D.**
Specimens Received: **Central Blood, Gastric, Liver, Peripheral Blood 1, Peripheral Blood 2, Vitreous**
Date Specimens Received: **12/07/2015**

<u>Test Name (Method of Analysis)</u>	<u>Specimen Tested</u>	<u>Result</u>
<u>Alcohol Analysis (GC/FID-Headspace)</u>	Peripheral Blood 2	
Alcohol (Ethanol)		Not Detected
Acetone, Methanol, Isopropanol		Not Detected
<u>Drugs of Abuse Screen (ELISA)</u>	Central Blood	
Cocaine metabolites		Not Detected
Amphetamines		Not Detected
Opiates		Not Detected
Benzodiazepines		Not Detected
Fentanyl		Not Detected
Cannabinoids		Not Detected
Phencyclidine (PCP)		Not Detected
Oxycodone		Not Detected
Methadone		Not Detected
Zolpidem		Not Detected
Carisoprodol		Not Detected
Buprenorphine		Not Detected

Unless otherwise requested, all specimens will be destroyed six (6) months after the closure of the case by the Medical Examiner
End Results

Approved and Signed: _____
12/14/2015 Iain M. McIntyre, Ph.D.
Forensic Toxicology Laboratory Manager
(All Inquiries/Correspondence)

Reviewed: _____
Amber Trochta
Toxicologist II

EXHIBIT C

Statement Regarding the Reported Events Surrounding Michael “Biker” Sherlock's Death

By Amy Sherlock, Widow

June 17, 2022

It's been nearly 7 years since my husband left me and our boys with what the medical examiner ruled as a suicide. This is not an easy topic for me to revisit. It brings back memories and emotions that renew the pain we suffered when we found out he was gone. To those who might question why it is I'm revisiting these issues now, I can tell you that I had not seen the ME report until February 2020 when I hired counsel to bring a civil action against parties that had taken advantage of the fact that I was not informed of what Biker had been doing in establishing a licensed cannabis business in San Diego.

The reason I am just now focusing on the irregularities and inaccuracies in the final 01/05/16 ME Report is because I believe it is my duty to bring this information to my lawyers and those who are interested in investigating for criminal prosecution. In the following comments, I will address specific elements of the ME Report which I take exception to or have raised questions for me.

ANTEMORTEM EVENTS

See Page 2 Para 2; [In the June 7, 2022, Blake Law Letter \(BLL\)](#) Stephen Lake said “they were all little things but the decedent appeared to be overwhelmed.” [In my replies to the BLL](#) I stated:

- The “little things” that Lake is referring to is his opinion that Biker's alleged signing of the dissolution of his business (I have proved this signature to be a forgery) and everything that he'd worked on for the past two years was worthless. This is absurd when one considers how valuable these CUP licenses and Biker had successfully acquired two of these licenses.

PAST MEDICAL, SURGICAL AND SOCIAL HISTORY

See Page 2, Para 3: “He had become increasingly depressed over business losses.” *Amy Sherlock*

- Biker had businesses of his own since 1994. I met him in 1996. While there were ups and downs in these businesses, Biker never stressed over them. He was a happy go lucky guy. The significance of the stresses he faced during the CUP acquisitions were abnormal. It was elevated beyond any of the normal stresses I have seen him in the 20 years I had known and loved him.
- In my 12/03/15 interview with Sarah Joseph, San Diego County Medical Examiner Investigator, the day of his death, I told Ms. Joseph that the only stress that Biker seemed to be facing were those stresses that were associated with his ownership of the two CUPS he had just acquired. The ME took this information and nowhere in the report is it even alluded to. To be clear, the Biker that died that day was stressed but there is no doubt in my mind that those stresses were CUP related.
- Of note Ms. Joseph only refers to me and my comments to her were in this “He had become increasingly depressed over business losses” quote. On the other hand, Ms. Joseph gave LAKE over a paragraph in the ME Report to describe what he believed Biker was stressed over which would have led to his taking his life.

See Page 2, Para4: "The decedent stated he had a history of depression and took Wellbutrin for several years" (Dr. Howard Williams, Biker's primary care physician, is purported to have made this statement.)

- While Biker may have been prescribed Wellbutrin he was not one to take anti-depressants and definitely had not been taking them for years. He preferred to work these stresses out on his own. It is for that reason; I can categorically state that the Biker I'd known for over 20 years, was stressed but not to the point that those stresses would have led to him taking his own life. I believe that if one were to look into the Wellbutrin prescription that Dr. Williams wrote, it's unlikely it was ever even filled.

SCENE DESCRIPTION

See Page 3, Para 1: "There were a few small droplets of blood spatter north of the body. A Sig Sauer 9mm semiautomatic handgun, serial number B246247 was against the decedent's left hip. The backstrap (back of the grip) was on the rocks and the magazine was partially ejected. There was one PMC 9mm Luger cartridge in the magazine."

- I am no forensics expert but how does the gun end up on his left hip when Biker was right-handed? If he had made the one shot that led to his death he would have used his right hand as I had seen him shoot in the past during target practice at the shooting range. In stabilizing the gun while being fired he assumed the normal right-hand grip with the left-hand palm face up to stabilize the gun while being fired. If that were the case wouldn't there have powder residue on both hands. The ME Report doesn't test for gun powder on either hand.
- Assuming Biker would have killed himself, it would have most likely been by him holding that gun in his right hand. When fired the gun would be propelled backwards and to the right. To find the gun "beside his left hip" strains credibility. Ms. Joseph never asked me what hand Biker used nor is that information anywhere in her report.
- Back strap was on the rocks (facing which way?) I am of the opinion this was a staged scene.
- "...The magazine was found partially ejected. There was one PMC 9mm Luger cartridge in magazine." This is just not true. The PD Crime Scene Report identifies the magazine as an extended version which accounts for part of it being exposed below the hand grip. Had Ms. Joseph removed the magazine she would have realized it had been fully clipped in. When she goes on to state there was a 9mm round found in that magazine it directly contradicts the PD Crime Scene Report which states the magazine as having no bullets in the magazine. Either Ms. Joseph has lied or is incompetent. Neither of which speaks well for her professional aptitude when considering the importance of what this means in a crime scene, potential homicide, investigation.

- No Casing was found during a search of the scene. Why? Where would it go?

BODY DESCRIPTION

See Page 3, Para 2: "The decedent was seated on the rocks with his legs extended straight in front of his body."

- This is odd to me because Biker had terrible lower back pain and it was painful for him to sit this way. He would've sat with his legs crossed "Indian style" like he always did.

"There was a contusion on his right forehead"

- They are not attributing the contusion to the bullet wound. Ms. Joseph did not ask me if those wounds were there when he left the house to which I would have replied that none of these injuries were on Biker when he left. When he got to the beach I believe there may have been a fight. Again, I got ONE sentence in this report!!! Obviously, there was no interest in Ms. Joseph's actually investigating these highly pertinent issues.

"At 0845 hours, clean white paper protective bags were placed over his hands"

- In subsequent pages. The lack of Gun Shot Residue (GSR) is observed. They obviously were looking for this evidence but then decided not to test for it. Hmmm who made that call? What were they afraid of NOT finding? If I say that no GSR evidence was observed, and I was going to rule that death a suicide I would have damn sure tested for GSR.

AUTOPSY SUMMARY

See Page 4, Para E; "Wound pathway: the wound pathway directed front-to-back and upward with no significant right/left deviation."

- It seems highly unlikely that a person committing suicide with a single shot from his own hand would be able to accomplish this with such precision given that there was no "significant" deviation in the bullet path. To put the gun at that perfect trajectory is uncomfortable and not likely when considering the way these types of wounds would track. It is far more likely that the murderer delivered an upward angle shot that while standing in front of Biker gave them the opportunity to do so. Also based on the way Biker was found he would have been sitting Indian style with legs crossed not with his legs "directly out in front of him." Biker suffered from lower back pain. He only would sit cross legged. After brawling with these people and who once executed, positioned Biker in the easiest fashion which would be with his legs straight out. You can't put the corpse in a cross-legged position. I believe Biker fought for his life that night. These cowards, intent on stealing Biker's dreams of owning a licensed dispensary, had lured him to his death. A death based on the evidence was most certainly not a suicide.

OTHER INJURIES

See Page 4, Letter A: "Abrasions and contusions of forehead, chin, posterior aspect of right hand, and right leg."

OPINION

See Page 5, Para 1: "Gun at left hip"

- Biker was right-handed. Based on where the gun was found it did not have a much if any recoil and appears to have fallen straight down after the shot. How is it then that gun ends up on his left hip? I find this suspicious.

"During that time, the decedent presented to his brother a list of problems that Steve thought were all little things, but the decedent apparently appeared overwhelmed."

- See antemortem events as restated here with qualifying objections.

"The wound pathway was directed front-to-back and upward with no significant right/left deviation. There was evidence of close-range discharge of a firearm (soot surrounding tongue injury). There were other minor injuries to include scattered abrasions."

- See Autopsy Summary and Other Injuries as restated here with qualifying objections.

CLOTHING AND PERSONAL EFFECTS

See Page 7, Para 4: "White paper bags cover the hands and are secured with tape; **they are removed and discarded due to lack of evidentiary value.**" (Emphasis added)

- Why was there "lack of evidentiary value" when just a few paragraphs later (Page 7 Para 9) it is states "no obvious soot or gunshot residue is identified?"
- How is it not evidence of foul play when a supposed suicide by intraoral gunshot wound and there's not obvious gunshot residue on the hands. This should have been suspicious to the investigators and a test for GSR should've been performed. Why wasn't it?

MINOR INJURIES

See Page 8, Para 6; "A 1 x 1 inch red abrasion is on the right forehead, just above the lateral aspect of the right eyebrow. A 1/16 inch round abrasion is on the chin region. Multiple abrasions are on the posterior aspect of the right hand and digits of the right hand. A 1 x 1 inch faint red-pink contusion is on the anterolateral aspect of the distal right leg."

- As previously stated, Biker did not have a 1x1 inch abrasion above his eyebrow when he left home at 9:00 pm. This injury could not have been caused by a self-inflicted gunshot wound and appears to me to be a blunt force blow to his forehead.
- A 1/16 inch round abrasion on his chin. Again, not caused by a self-inflicted gunshot wound and it wasn't there when he left home.
- Multiple abrasions on the posterior aspect of the right hand and digits. Cuts on his knuckles. They absolutely were not there when he left home. These are defensive wounds. He fought for his life.
- A 1x1 inch red-pink contusion on the anterolateral aspect of the distal right leg. Biker didn't exercise, skateboard or do anything that day that could have explained this injury.

- What is so disturbing and suspicious is that the police, medical examiner and/or coroner did not ask me about these injuries. In fact, since LAKE proposed that Biker may have suffered from a CTE related condition. Now that I have analyzed the ME Report I looked for any evidence that CTE injuries were diagnosed in the autopsy. This confuses me now because days of Biker's I began placing calls to Dr. Robert Stabley, Deputy Medical Examiner, to offer Biker's brain up to CTE research. Since the ME still had Biker's body I thought this might be a way of having Biker give something back to the world if CTE was a condition that led to his "suicide." It took several calls before I was able to reach him. I recall offering Dr. Stabley for this purpose and his response was: "that they had looked but there was no evidence of it."

Years later I spoke with Ms. Lisa McHale of the CTE Foundation who had been trying for years to contact me about what was being widely reported as a suicide brought on by CTE. When I finally spoke with her in 2019, I was still of the belief that Biker's death was a suicide. What I did come to learn after speaking with her is that the San Diego County Coroners office knows the procedures that are involved in a brain donation in a possible CTE related suicide. I was adamant that something good come from Biker's death. In our conversation, Dr. Stabley was not having any of it. He was dismissive of my wishes to see the CTE Foundation have his brain for research. Biker was a HOME-TOWN HERO! I knew why Lisa wanted to examine Biker's brain! He had notoriety! This condition affects a growing number of athletes who take their lives because they suffered from this condition. I now have two ways to consider this; 1) is that Biker did not suffer from CTE which means he was not under a suicidal risk based on having CTE. 2) is that Dr. Stabley did not want any additional forensic work occurring on Biker. Work that may have led to a reopening of the original ME Report. I now believe that both of these conditions are the case. Biker did not have CTE. He did not commit suicide and my wishes to donate his brain to science was purposefully ignored.

- The Medical Examiner Investigator, Ms. Sarah Joseph asked me, "**Does he work on engines?**" I replied yes because he did occasionally. Now that I have the information contained in the ME Report, I realize Ms. Joseph was looking for me to give her a reason to explain these injuries. Had she done what was required of her and actually investigated these issues, she should have asked, "He had cuts and bruises on his face and right hand. Did he have these when you last saw him? Do you know how he would have gotten these injuries? Had she done that, I absolutely would've questioned the suicide and insisted on a murder investigation. It is terrifying that the lack of even a rudimentary investigation didn't take place. By these people simply not doing their job, they put me and my boys in harms way. Those that killed Biker, would have no problem coming after me and my family should they feel threatened that I would demand to know who was behind Biker's murder.

Conclusion: What really upsets me about how Biker's death, his business dealings with his so-called partners and the various professionals who determined his cause of death would be that collectively they deceived me. Even in my grief, I asked the right questions that would have led to the facts surrounding his death. In response I was lied to. As his widow I should have been intimately involved in the financial affairs that Biker had prior to his death. Again, I was deceived because, short of killing me, I was not considered to be the impediment that Biker was when it came to owning those CUP's.

There are a number of issues that give rise to what must be a question of how Biker died and the events that surrounded his death. In addition to the evidence and opinions I have presented here, I am left with some questions that go to how Biker's autopsy, specifically his brain, could have ruled out CTE when there only two places in the world that specialize in identifying CTE in a postmortem situation. Dr. Stabley knew what the procedure required if CTE was suspected. It required following my wishes to have Biker's brain given to research. That did not happen! Either he incompetent or in on the conspiracy. I do not believe for one second that an ME will go around the "order" that requires the report to be ruled a suicide. They just have to be smart enough to not get caught.

The long and short of it is I am NOT a crime scene or forensic pathologist expert. I am a layperson who has identified these issues and thought to memorialize here while I seek out independent expert review and analysis of what I believe should have been documented and investigated by the police and the Medical Examiner's office. I will rely on my expert findings once I have them.

Lastly, I now have a [transcript](#) which was made by a Mr. Phil Zamora, an individual who worked at the Balboa Ave. cannabis dispensary in which Biker was the licensee and who states that, among other things, he has first hand knowledge that Biker's death was not a suicide. It was murder. When I read this transcript and realize how he describes these criminals handle those who get in the way of their cannabis monopolies, I am left with the agony that I now know Biker had to be enduring once he found out who his so-called partners really were. My heart breaks for him.

When I consider all the evidence I have poured over and that has contributed to this statement, I come to the realization that all the criminals surrounding Biker's death are not only the ones who pulled the trigger. There are many of them who are respected professionals and family members who in their blind greed cost me my husband and my sons, a father. For us , this will never be over!

Attachment: Medical Examiner Report with my corresponding highlights.

Verification of Pleading (Code Civ. Proc., § 446)
Declaration under Penalty of Perjury Form (Code Civ. Proc., §§ 446, 2015.5)

I, Amy Sherlock have read the foregoing documents and the statement contents thereof. The same is true of my own knowledge, except as to those matters which are therein stated on information and belief, and to those matters, I believe to be true. Executed electronically on June 17, 2022, at San Diego County, California. I declare under penalty of perjury that the foregoing is true and correct.

 /s/
Amy Sherlock



County of San Diego

GLENN N. WAGNER, D.O.
CHIEF MEDICAL EXAMINER

OFFICE OF THE MEDICAL EXAMINER
5570 OVERLAND AVE., SUITE 101, SAN DIEGO, CALIFORNIA 92123-1206
TEL: (858) 694-2895 FAX: (858) 495-5956

INVESTIGATIVE REPORT

1/5/2016

CALL INFO	NAME OF DECEASED (LAST, FIRST MIDDLE) SHERLOCK, Michael De Carlo			AKA	HIO <input type="checkbox"/>	CASE NUMBER 15-02760
	INVESTIGATOR Sandra Joseph	REPORTED BY Officer Armstrong ID	REPORTING AGENCY San Diego County Medical Examiner		PREVIOUS WAIVE #	
	CALL DATE AND TIME 12/03/2015 0703		ARRIVAL DATE AND TIME 12/03/2015 0810		RETURN DATE AND TIME 12/03/2015 1300	
DECEDENT	DATE AND TIME OF DEATH 12/03/2015 0634	DATE OF BIRTH 01/25/1968	AGE 47 Years	GENDER Male	RACE White	
	RESIDENCE (STREET, CITY, STATE, ZIP) 5439 Westknoll Drive San Diego, CA 92109			COUNTY	LAST SEEN ALIVE 12/2/2015 2000	
	COUNTRY OF RESIDENCE USA	OCCUPATION Self-employed		PAID AUTOPSY <input type="checkbox"/>		
DEATH	LOCATION OF DEATH Found, Tourmaline Surfing Park			TYPE OF PLACE Other		
	ADDRESS (STREET, CITY, STATE, ZIP) N 32 48 20 W 117 15 47 La Jolla, CA 92037					
	SUMMARY <p>The decedent was a 47 year old, married, White male who resided in San Diego with his wife and two minor children. The decedent was last seen by his wife on the evening of 12/3/2015 when he was upset and said he was going to the beach. On the morning of 12/3/2015, a surfer at Tourmaline Surfing Park saw the decedent seated on the rocky beach against the cliff. As he approached, he saw blood on his face and a gun at his left hip. The surfer called 9-1-1. San Diego Police Department and San Diego Fire Department engine 21 responded to the scene and death was confirmed without intervention.</p>					
	Medical Examiner's jurisdiction invoked according to the California Government Code 27491: Death due to known or suspected suicide.					
INCIDENT	LOCATION OF INCIDENT Beach			INCIDENT PLACE TYPE AT WORK <input type="checkbox"/> AT RESIDENCE <input type="checkbox"/>		
	ADDRESS (STREET, CITY, STATE, ZIP) N 32 48 20 W 117 15 47 La Jolla, CA 92037			COUNTY San Diego		
	DATE AND TIME OF INCIDENT 12/03/2015 Unk	INVESTIGATING AGENCY San Diego Police	OFFICER Officer Armstrong	BADGE # 7324	REPORT #	
	DECEDENT WAS	BELTED	HELMETED <input type="checkbox"/> Yes <input type="checkbox"/> No	POSITION	ON PRIVATE PROPERTY <input type="checkbox"/> Yes <input type="checkbox"/> No	
	VEHICLE			LICENSE NUMBER	STATE	
NOTIFICATION	IDENTIFIED BY Sandra Joseph		METHOD Personal Effects	DATE AND TIME 12/03/2015 0810		
	FUNERAL HOME Bayview Cremation & Burial		PROPERTY <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	PUBLIC ADMINISTRATOR <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TYPE OF EXAM Autopsy	
	NAME OF NOK OR OTHER Amy Sherlock	RELATIONSHIP Wife	DATE NOTIFIED 12/3/2015	NOTIFIED BY Other		
	NAME OF NOK OR OTHER Steve Lake	RELATIONSHIP Brother in law	DATE NOTIFIED 12/3/2015	NOTIFIED BY Law Informant		

San Diego Medical Examiner
5570 Overland Avenue, Suite#101
San Diego, CA 92123-1206
(858) 694-2895

Case Number : 15-02760
Investigator : Sandra Joseph
Date of Death : 12/03/2015
Date Today : 01/05/2016

INVESTIGATIVE NARRATIVE

Decedent: Michael De Carlo Sherlock

Antemortem Events:

On 12/3/2015 at 0812 hours, I obtained the following information from San Diego Police Officer Armstrong ID 7324 at the scene. On the morning of 12/3/2015, a surfer at Tourmaline Surfing Park, just south of Bird Rock was walking along the rocky beach to see surf conditions. As he rounded a small point, he saw the decedent seated against the cliff wearing street clothes. He walked closer as the tide was up and saw the decedent had blood around his face and a gun at his left hip. The surfer went up the beach access steps to the intersection Sea Ridge Drive and Linda Way and flagged down Tad Hodgson, who had just arrived to surf. Tad Hodgson used his cell phone to call 9-1-1. Officer Armstrong and San Diego Fire Department Engine #21 responded to the scene. Paramedic McCain confirmed death without intervention due to obvious fatal head trauma.

On 12/3/2015, I obtained the following information from the decedent's brother in law, Steve Lake at the decedent's home on. Steve stated he had spoken with the decedent on 12/2/2015 and "he was in a funk". Steve told the decedent he was coming over and they spent several hours together. During that time, the decedent had presented Steve with a list of problems. Steve said they were all little things but the decedent appeared to be overwhelmed. They talked about tackling the problems one by one until they were gone. The decedent never made any suicidal threats or appeared to be in any distress. When Steve left the decedent appeared better. On the morning of 12/3/2015, Steve's sister, Amy Sherlock, the decedent's wife called him and said the decedent had left around 2000 hours to go to the beach and he had not come home. Amy heard reports of a death at the beach and she asked Steve to go see if it was the decedent. This particular stretch of beach was sentimental to Amy and it was a known location to the decedent. Steve went to the location and saw the decedent's Ford Flex. He spoke with police and was advised of the death.

Past Medical, Surgical, and Social History:

On 12/3/2015, I obtained the following information from the decedent's wife, Amy Sherlock, at her home in San Diego. He had become increasingly depressed over business losses. The decedent saw his primary care physician, Dr. Howard Williams of Scripps and was prescribed Ambien. They were trying to get him psychiatric help but no appointments were available until February 2016. The decedent did not smoke cigarettes or drink alcohol. He did smoke marijuana but had quit a few months ago. The decedent never made any threats or expressed any suicidal ideation. The decedent was in a BMX bicycle accident several years ago and his spleen was removed.

I obtained the following information from the office of Dr. Howard Williams, MD, the decedent's primary care physician. The decedent was seen on 3/9/2015 for an annual physical and to establish as a patient. History given was variety of injuries related to being a skateboarder, BMX rider and stuntman. The decedent had previous carpal tunnel surgery of both wrists, knee surgery and removal of his spleen three years previously. The decedent had a complaint of chronic back pain but was not on any medications at that time. On 11/12/2015, the decedent was seen for trouble sleeping and anxiety. He had lost his job and was sleeping poorly. His wife reported he snored very loudly and she had witnessed episodes of sleep apnea. The decedent stated he had a history of depression and took Wellbutrin for several years. He was diagnosed with sleep disturbance, obstructive sleep apnea, depression and back pain. He was started on Trazodone 50 mg tablets to be taken at bedtime.

Scene Description:

On 12/3/2015 at 0815 hours, I arrived at the scene. At the time of my arrival, the tide was going out and it was daylight. The area of the beach was comprised of large rocks overlying coarse sand. Some rocks were smooth and some were broken and had sharp edges. There were homes situated on the cliffs above the beach. There is a stairway leading from Sea Ridge Drive down to the beach which is frequented by surfers. There were seagulls on the beach and small crustaceans in proximity to the body. The decedent was seated with his back against the cliff at GPS Coordinates N 32 48

20 W 117 15 47. There were a few small droplets of blood spatter north of the body. A Sig Sauer 9mm semiautomatic handgun, serial number B246247 was against the decedent's left hip. The backstrap (back of the grip) was on the rocks and the magazine was partially ejected. There was one PMC 9mm Luger cartridge in magazine. There was rust on the weapon and the magazine. No casing was found during a search of the scene. The decedent's cell phone, wallet and keys were found in his pants pockets. The decedent's gray Ford Flex, California License Plate 6MP752 was parked on Linda Way. The vehicle was locked. The front seat appeared to be situated for someone of his reported height on the driver license of 5'10". The interior of the vehicle was very clean and neat. There was a crumpled white t-shirt in the rear of the vehicle and another shirt on a hanger. There was no blood inside the vehicle. There were no stains on the white t-shirt. The decedent's cell phone was fingerprint and password locked, however the notifications showed numerous missed phone calls and messages. The scene did not appear staged.

Body Description:

On 12/3/2015 at approximately 0825 hours, I viewed the body. The decedent was seated on the rocks with his legs extended straight in front of his body. His head was turned slightly to the right (North). His left hand was on his lap and his right hand was across rocks. There were a few small blood droplets North of the body. The decedent was wearing gray sweatpants, black hoodie zippered closed, red t-shirt and black lace shoes. There was a black ball cap was partially on and behind left shoulder. There were numerous ants and sea roaches on the body. There was drying blood from the right side of his mouth. There was small blood spatter around his mouth and drying blood from his right nostril. There was a large blood clot in his mouth. There was a contusion on his right forehead. I palpated a possible defect in his mouth but could not view it due to clotted blood. There was crepitus of his head and a large depression on the occipital area of his head. There was no defect visible on the scalp. At 0845 hours, clean white paper protective bags were placed over his hands.

On 12/3/2015 at 0920 hours, 92M Transport personnel E. Arenas and Y. Andre placed the decedent in a clean, white pouch and blue tamper evident seal 4141517 was affixed to the pouch for transport to the Medical Examiner's Office.

Special Requests:

There were no special requests.

Identification:

I identified the decedent from his California Driver License #B3811759.

Antemortem Specimens:


Not applicable.

Public Administrator:

A referral to the Public Administrator was not requested.

Other Important Factors:

There were no other important factors.

Signed: 
Sandra Joseph
Medical Examiner Investigator

Date Signed: 1/3/2016

Approved by: 



County of San Diego

GLENN N. WAGNER, D.O.
CHIEF MEDICAL EXAMINER

JONATHAN R. LUCAS, M.D.
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5570 OVERLAND AVE., SUITE 101, SAN DIEGO, CALIFORNIA 92123-1206

TEL: (858) 694-2895 FAX: (858) 495-5956

AUTOPSY REPORT

Name:	MICHAEL DE CARLO SHERLOCK	ME#:	15-2760
Place of death:	Tourmaline Surfing Park N 32 48 20 W 117 15 47	Age:	47 Years
Date of death:	Found, December 3, 2015; 0634 Hours	Sex:	Male
Date of autopsy:	December 4, 2015; 0915 Hours		

CAUSE OF DEATH: PENETRATING INTRAORAL GUNSHOT WOUND

MANNER OF DEATH: SUICIDE

AUTOPSY SUMMARY:

- I. Penetrating intraoral gunshot wound:
 - A. Entrance: oral cavity/posterior pharynx.
 - B. Injury to: oral cavity, posterior pharynx, brainstem/upper cervical spinal cord, base of skull, and structures of posterior neck.
 - C. Exit: none.
 - D. Recovered: partially deformed copper-colored jacketed bullet recovered from tissue of posterior aspect of neck.
 - E. Wound pathway: the wound pathway directed front-to-back and upward with no significant right/left deviation.
 - F. Associated injuries: hemorrhage along wound path, subarachnoid hemorrhage greater at base and right side of brain, subdural hemorrhage (approximately 20 ml), linear fractures of anterior cranial fossae and right and left sides of posterior cranial fossa, contusions of inferior temporal lobes of brain, hemoaspiration, fine oral stretch marks on right and left aspects of skin of lips, and multiple contusions and abrasions of lower lip.

- II. Other injuries:
 - A. Abrasions and contusions of forehead, chin, posterior aspect of right hand, and right leg.

- III. No evidence of significant natural disease identified.
- IV. Other findings:
 - A. Extensive peritoneal adhesions and absent spleen status post remote splenectomy.
- V. Toxicological testing not contributory.

OPINION: According to the investigative information, the decedent was a 47-year-old White male who lived in San Diego with his wife and two minor children. The decedent was last seen alive on December 2nd around 2000 hours, when he was upset and said he was going to the beach. On the morning of December 3rd, a surfer at Tourmaline Surfing Park saw the decedent seated on a rocky portion of the beach against a cliff. As he approached he saw the decedent had blood on his face and a **gun at his left hip**. The surfer called 911. San Diego Police Department and San Diego Fire Department Engine 21 responded to the scene and death was confirmed without intervention. The decedent's brother stated that the decedent was "in a funk." The brother told the decedent he was coming over to his residence and they spent several hours together. **During that time, the decedent presented to his brother a list of problems that Steve thought were all little things, but the decedent apparently appeared overwhelmed.** They talked about tackling the problems one by one until they were gone. The decedent never made suicidal threats or appeared to be in any distress. When his brother left, the decedent appeared better.

At the scene, the brother located the decedent's vehicle close by. The decedent had a primary care physician and was prescribed Ambien at some point because he was becoming increasingly depressed over business losses. The family was trying to get him psychiatric help, but no appointments were available until February of 2016. The decedent reportedly did not smoke cigarettes or drink alcohol. He did smoke marijuana. He never made any threats or expressed suicidal ideation. Per the decedent's wife, the decedent had remote surgery and his spleen was removed after a BMX accident. According to medical records review, the decedent had a history of sleep disturbance, obstructive sleep apnea, depression, and **back pain**.

The autopsy documented a well-developed, well-nourished male appearing the stated age of 47 years. There was an intraoral gunshot wound that injured the tongue, posterior pharynx, brainstem/upper cervical spinal cord, base of skull, and soft tissues of posterior aspect of the neck. No exit wound was identified. A partially deformed copper-colored jacketed bullet was recovered from the soft tissue of the posterior neck at autopsy. The wound pathway was directed front-to-back and upward with no significant right/left deviation. There was evidence of close range discharge of a firearm (soot surrounding tongue injury). **There were other minor injuries to include scattered abrasions.** There was

no evidence of significant natural disease. There was evidence of a remote splenectomy. Toxicological testing detected no ethanol or common drugs of abuse in the blood.

Based on the autopsy findings and the circumstances surrounding the death, as currently understood, the cause of death is **penetrating intraoral gunshot wound**, and the manner of death is **suicide**.

ROBERT STABLEY, M.D.
Deputy Medical Examiner

Date signed:

The autopsy was performed at the Office of the San Diego County Medical Examiner on December 4, 2015 beginning at 0915 hours.

IDENTIFICATION: The body is identified by two Medical Examiner's identification bands on the right ankle bearing the decedent's name and case number.

WITNESSES: Assisting with the autopsy is Forensic Autopsy Specialist Stephen Hannum. There are no outside observers.

CLOTHING AND PERSONAL EFFECTS: A brown paper bag containing clothing accompanies the body at autopsy. In addition, a black, long-sleeved, zipper down the middle sweatshirt and a short-sleeved, red T-shirt are on the body. There are no obvious defects on the shirt or the sweatshirt. **White paper bags cover the hands and are secured with tape; they are removed and discarded due to lack of evidentiary value.**

EVIDENCE OF MEDICAL INTERVENTION: There is no evidence of medical intervention identified at autopsy.

EXTERNAL EXAMINATION

Injuries are fully described in the "Evidence of Injury" section below. The body is that of a well-developed, well-nourished male. The body weighs 187 pounds, is approximately 67 inches in length, and appears compatible with the reported age of 47 years. The body is well preserved, cold, and has not been embalmed.

The head is injured. The scalp hair is brown with streaks of gray and approximately 2-1/2 inches long. The face is clean shaven. The irides are green. The corneas are cloudy. The conjunctivae and sclerae are unremarkable. No petechial hemorrhages are seen. The external auditory canals, external nares, and oral cavity contain blood. The ears and earlobes are unremarkable. The nasal skeleton and maxilla are palpably intact. The lips and oral mucous membranes are injured. The teeth are natural. Examination of the neck reveals no gross evidence of injury.

The chest is symmetrical. The breasts are those of an adult male with no palpable masses. The abdomen is flat and soft. A vertical midline surgical scar extends from the epigastrium to approximately 3 inches inferior to the umbilicus. No other obvious surgical scars are seen. The back is symmetrical and unremarkable.

The extremities are symmetric and normally formed without track marks, ventral wrist scars, edema, deformities, or amputations. The fingernails and toenails are intact. There is blood on both hands. **No obvious soot or gunshot residue is identified.**

The genitalia are those of an adult male with bilaterally descended testes palpated within the scrotum.

SCARS AND OTHER IDENTIFYING MARKS: Scattered incidental scars are on the body.

TATTOOS: None.

POSTMORTEM CHANGES: The body is cold. Rigor is moderate in all extremities and in the jaw. Lividity is unfixed on the posterior surface of the body except in areas exposed to pressure.

EVIDENCE OF INJURY

PENETRATING INTRAORAL GUNSHOT WOUND:

In the oral cavity located midline is an entrance gunshot wound located approximately 9 inches below the top of the head. No obvious sot surrounds the wound. There is injury to the oral mucosa, tongue (1-3/4 x 1-1/2 inch stellate injury with soot surrounding the wound), soft palate to include uvula, posterior pharynx, clivus of base of skull, brainstem/upper spinal cord (transected), and soft tissue of posterior aspect of neck. No exit wound is identified. A partially deformed copper-colored jacketed bullet is recovered from the soft tissue of the posterior aspect of the neck. The bullet pathway is directed front-to-back and upward with no significant right/left deviation. Associated with this gunshot wound is hemorrhage along the wound path, subarachnoid hemorrhage greater at the base and right side of the brain, subdural hemorrhage (approximately 20 ml), linear fractures of the anterior cranial fossae and right and left sides of the posterior cranial fossa, contusions of the inferior temporal lobes of the brain, hemoaspiration, fine oral stretch marks on right and left aspects of skin of lips, and multiple contusions and abrasions of the lower lip.

MINOR INJURIES:

A 1 x 1 inch red abrasion is on the right forehead, just above the lateral aspect of the right eyebrow. A 1/16 inch round abrasion is on the chin region. Multiple abrasions are on the posterior aspect of the right hand and digits of the right hand. A 1 x 1 inch faint red-pink contusion is on the anterolateral aspect of the distal right leg.

INTERNAL EXAMINATION

ABDOMINAL WALL: The subcutaneous fat layer measures up to 3.0 cm thick.

BODY CAVITIES: There are extensive adhesions in the peritoneal cavity. The pleural and pericardial cavities are free of adhesions. All body cavities contain normal amounts

of serous fluid. All body organs are present in their normal anatomical position, with the exception of the spleen, which is surgically absent. The diaphragm is intact.

CARDIOVASCULAR SYSTEM: The 420 gram heart has a normal shape and is contained in an intact pericardial sac. The epicardial surface is smooth with minimal fat investment. The coronary arteries arise normally with widely patent ostia and are present in a normal distribution, with a right-dominant pattern. Cross sections of the coronary arteries demonstrate up to 25% eccentric luminal narrowing of the mid left anterior descending coronary artery with partially calcified atherosclerotic plaques. The myocardium is homogenous, red-brown, and firm. The valve leaflets are thin and mobile. The walls of the left ventricle, interventricular septum, and right ventricle are 1.5 cm, 1.4 cm, and 0.2 cm thick, respectively. The endocardium of the heart is smooth and glistening. The aorta gives rise to three intact and patent arch vessels and contains minimal atherosclerosis. The renal and mesenteric vessels are unremarkable. The pulmonary arteries are normally developed, patent and without thrombus or embolus.

RESPIRATORY SYSTEM: The upper airway is clear of debris and foreign material. The mucosal surfaces are smooth, yellow-tan and unremarkable. The pleural surfaces are smooth, glistening and unremarkable bilaterally. The right lung weighs 810 grams. The left lung weighs 720 grams. The pulmonary parenchyma is congested and edematous, exuding moderate amounts of blood and frothy fluid and exhibits an aspiration pattern. A small amount of anthracotic pigment is seen. No focal lesions are noted.

HEPATOBIILIARY SYSTEM: The 1740 gram liver has an intact smooth capsule covering a congested, tan-brown parenchyma with no focal lesions noted. The gallbladder contains approximately 40 ml of green-brown, mucoid bile; the mucosa is velvety and unremarkable. The extrahepatic biliary tree is patent without evidence of calculi.

LYMPHORETICULAR SYSTEM: The spleen is not identified status post remote surgical resection. Lymph nodes in the hilar, periaortic and iliac regions are not enlarged.

GASTROINTESTINAL SYSTEM: The esophagus is lined by gray-white, smooth mucosa. The gastric mucosa is arranged in the usual rugal folds and the lumen contains 175 ml of dark red, opaque fluid with partially-digested food particles. No pills, pill fragments, or capsules are present. The small bowel and colon are unremarkable. The pancreas has a normal pink-tan lobulated appearance. The appendix is grossly unremarkable.

GENITOURINARY SYSTEM: The right kidney weighs 170 grams; the left 190 grams. The renal capsules are smooth and thin, semi-transparent and strip with ease from the

underlying red-brown cortical surfaces. The cortices are sharply delineated from the medullary pyramids, which are red-purple to tan and unremarkable. The calyces, pelvis and ureters are unremarkable. White bladder mucosa overlies an intact bladder wall. The bladder contains less than 5 ml of cloudy, yellow urine. The prostate gland and seminal vesicles are without note. The testes are palpably unremarkable.

ENDOCRINE SYSTEM: The pituitary gland is grossly unremarkable. The thyroid gland is symmetric and red-brown, without cystic or nodular change. The right and left adrenal glands are intact with bright yellow cortices and red-brown medullae; no masses or areas of hemorrhage are identified.

NECK: See "Evidence of Injury." The anterior strap muscles of the neck are homogenous and red-brown, without hemorrhage. The thyroid cartilage and hyoid bone are intact. The larynx is lined by intact white mucosa. Incision and dissection of the posterior neck demonstrates deep paracervical muscle injury, hemorrhage, and a partially deformed copper-colored jacketed bullet that is recovered at autopsy.

MUSCULOSKELETAL SYSTEM: See "Evidence of Injury." No non-traumatic abnormalities of muscle or bone are identified.

HEAD AND CENTRAL NERVOUS SYSTEM: See "Evidence of Injury." The scalp is atraumatic. The galeal, subgaleal soft tissues of the scalp, and temporal muscles are free of injury. The dura mater and falx cerebri are intact. There is no epidural hemorrhage present. The leptomeninges are thin and delicate. The cerebral hemispheres have an unremarkable pattern of gyri and sulci. The blood vessels at the base of the brain are without significant atherosclerosis. The brain weighs 1470 grams. Coronal sections through the cerebral hemispheres reveal no non-traumatic lesions. The ventricles of the brain are of normal size and contain clear cerebrospinal fluid. Transverse sections through the brainstem, cerebellum, and upper spinal cord reveal no non-traumatic lesions. The tongue is injured.

SPECIMENS RETAINED

TOXICOLOGY: The following specimens are submitted for toxicology: central and peripheral blood, vitreous humor, liver, and gastric contents.

HISTOLOGY: Portions of tissues and major organs are retained in formalin. No sections are submitted for microscopic examination.

PHOTOGRAPHS: Digital identification photographs and photographs of injuries and projectile are taken.

RADIOGRAPHS: X-rays of the head and neck are taken and reveal a metallic object in the posterior aspect of the neck, which is recovered at autopsy and determined to be a partially deformed projectile.

RS:lcb

D: 12/4/15 T: 12/15/15

Rev. 12/28/15 lcb



County of San Diego

GLENN N. WAGNER, D.O.
CHIEF MEDICAL EXAMINER

JONATHAN R. LUCAS, M.D.
CHIEF DEPUTY MEDICAL EXAMINER

OFFICE OF THE MEDICAL EXAMINER
5570 OVERLAND AVE., Ste #101, SAN DIEGO, CALIFORNIA 92123-1206
TEL: (858) 694-2895 FAX: (858) 495-5956

TOXICOLOGY REPORT

Name: **SHERLOCK, Michael De Carlo**
Medical Examiner Number: **15-02760**
Date of Death: **12/03/2015**
Time of Death: **06:34**
Pathologist: **Robert Stabley, M.D.**
Specimens Received: **Central Blood, Gastric, Liver, Peripheral Blood 1, Peripheral Blood 2, Vitreous**
Date Specimens Received: **12/07/2015**

<u>Test Name (Method of Analysis)</u>	<u>Specimen Tested</u>	<u>Result</u>
<u>Alcohol Analysis (GC/FID-Headspace)</u>	Peripheral Blood 2	
Alcohol (Ethanol)		Not Detected
Acetone, Methanol, Isopropanol		Not Detected
<u>Drugs of Abuse Screen (ELISA)</u>	Central Blood	
Cocaine metabolites		Not Detected
Amphetamines		Not Detected
Opiates		Not Detected
Benzodiazepines		Not Detected
Fentanyl		Not Detected
Cannabinoids		Not Detected
Phencyclidine (PCP)		Not Detected
Oxycodone		Not Detected
Methadone		Not Detected
Zolpidem		Not Detected
Carisoprodol		Not Detected
Buprenorphine		Not Detected

Unless otherwise requested, all specimens will be destroyed six (6) months after the closure of the case by the Medical Examiner
End Results

Approved and Signed: _____
12/14/2015 Iain M. McIntyre, Ph.D.
Forensic Toxicology Laboratory Manager
(All Inquiries/Correspondence)

Reviewed: _____
Amber Trochta
Toxicologist II

EXHIBIT D

1 ANDREW FLORES
2 California State Bar Number 272958
3 Law Office of Andrew Flores
4 945 4th Avenue, Suite 412
5 San Diego, CA 92101
6 Telephone: 619.256.1556
7 Facsimile: 619.274.8253
8 Andrew@FloresLegal.Pro

9 Plaintiff *In Propria Persona*
10 and Attorney for Plaintiffs
11 Amy Sherlock and Minors T.S.
12 and S.S.

13 UNITED STATES DISTRICT COURT
14 SOUTHERN DISTRICT OF CALIFORNIA

15 ANDREW FLORES, an individual, AMY
16 SHERLOCK, on her own behalf and on behalf
17 of her minor children, T.S. and S.S.,

18 Plaintiffs,

19 vs.

20 GINA M. AUSTIN, an individual. AUSTIN
21 LEGAL GROUP APC, a California
22 Corporation; LAWRENCE (AKA LARRY)
23 GERACI, an individual; TAX &
24 FINANCIAL CENTER, INC., a California
25 Corporation; REBECCA BERRY, an
26 individual; JESSICA MCELFRISH, an
27 individual; SALAM RAZUKI, an individual.
28 NINUS MALAN, an individual;
MICHAEL ROBERT WEINSTEIN, an
individual; SCOTT TOOTHACRE, an
individual; ELYSSA KULAS, an individual;
FERRIS & BRITTON APC, a California
Corporation; DAVID DEMIAN, an
individual, ADAM C. WITT, an individual,
RISHI S. BHATT, an individual, FINCH,
THORTON, and BAIRD, a Limited Liability
Partnership, JAMES D. CROSBY, an
individual; ABHAY SCHWEITZER, an
individual and dba TECHNE; JAMES (AKA

Case No.: 20-CV-000656-JO-DEB

AFFIDAVIT OF AMY
SHERLOCK IN SUPPORT OF EX
PARTE APPLICATION FOR
ORDER SHORTENING TIME ON
(1) MOTION TO VACATE
ORDER (2) OR,
ALTERNATIVELY, A STAY OF
ACTION

Complaint Filed: April 3, 2020

Judge: Jinsook Ohta
Dept: 4th Floor

JIM) BARTELL, an individual; BARTELL & ASSOCIATES, a California Corporation; NATALIE TRANG-MY NGUYEN, an individual, AARON MAGAGNA, an individual; A-M INDUSTRIES, INC., a California Corporation; BRADFORD HARCOURT, an individual; ALAN CLAYBON, and individual; DOUGLAS A. PETTIT, an individual, JULIA DALZELL, an individual, MICHAEL TRAVIS PHELPS, an individual; THE CITY OF SAN DIEGO, a municipality; 2018FMO, LLC, a California Limited Liability Company; FIROUZEH TIRANDAZI, an individual; and DOES 1 through 50, inclusive,

Defendants.

I, Amy Sherlock, attest as follows:

1. I am an individual over the age of 18 years, reside in Texas, and am a plaintiff in this matter.

2. The facts contained in this declaration are true and correct of my own personal knowledge, except those facts which are stated upon information and belief; and, as to those facts, I believe them to be true. If called upon to do so, I could and would competently testify as to the truth of the facts stated herein.

3. The facts set forth herein are limited to those required to support the ex parte application in the matter captioned above (the "Application").

4. Michael "Biker" Sherlock was my husband, a professional athlete, and an entrepreneur with interests in various businesses, including in the cannabis sector.

5. Biker passed away on December 3, 2015 without a will.

6. The narrative that the world believes is that Biker took his life because he was "broke" and suffering from chronic traumatic encephalopathy (CTE). This narrative is the exclusive result of Stephen Lake's actions (my brother-in-law and Biker's business partner).

7. The day after Biker passed away he told officer Sandra Joseph of the San Diego Police Department (SDPD) that him and Biker had talked about "little things"

1 but that Biker “appeared to be overwhelmed.”

2 8. However, he told me that Biker was depressed and had severe financial
3 problems.

4 9. Within two or three days after Biker passed away, Lake took to my home
5 Dr. Mark Cooper.

6 10. Dr. Cooper spoke with me, my children, and Biker’s family.

7 11. Dr. Cooper concluded at the end of that conversation that Biker was
8 suffering from CTE without ever having met or examined Biker.

9 12. Lake told me that Dr. Cooper is a friend and professional colleague of his.

10 13. I later discovered that Dr. Cooper is a child psychologist with no known
11 specialty in neurology or CTE.

12 14. Subsequently, I called the called the coroner about Biker and sought to
13 have his brain donated for CTE research.

14 15. The coroner told me that Biker did not have CTE.

15 16. In January 2020, I was contacted by attorney Andrew Flores who
16 informed me of a form filed with the State of California (the “Dissolution Form”) that
17 was purportedly executed by Biker that dissolved Leading Edge Real Estate (LERE)
18 submitted to the State three weeks *after* Biker passed away.

19 17. As I came to find out, Biker and defendant Bradford Harcourt (Biker’s
20 business partner) owned LERE.

21 18. LERE owned 8863 Balboa Ave, Suite E, San Diego, CA 92123 (the
22 “Balboa Property”) at which a cannabis conditional use permit (CUP) was issued to
23 Biker (the “Balboa CUP”).

24 19. The signature on the Dissolution Form was not Biker’s. I know my
25 husband’s signature.

26 20. Subsequently a forensic handwriting expert concluded that the signature
27 on the Dissolution Form was most “likely forged”.

28 21. I then started investigating the Balboa CUP and how it was transferred

1 from Biker to Harcourt, as I then believed that was the sequence of transfer of
2 ownership.

3 22. In February 2020, I, along my attorney Andrew Flores went to the City of
4 San Diego's Development Services Department (DSD) and Mayor Kevin Faulconer's
5 office to request documents regarding the Balboa CUP issued at the Balboa Property.

6 23. My requests for information were denied at DSD and at the Mayor's
7 office.

8 24. Specifically, when I arrived at the DSD office, we met with Michelle
9 Sokolowski.

10 25. Ms. Sokolowski said she could not help us and provided me with the
11 contact information for the City Attorney.

12 26. On or about September 20, 2022, I was researching online into the facts
13 and circumstances regarding the transfer of Biker's interest the Balboa CUP.

14 27. My research led me to Freedom of Information Act (FOIA) requests by a
15 third parties that were available online at the City of San Diego's website "OpenDSD."

16 28. I read through each request (17) and every document provided for the
17 Balboa Property available.

18 29. One of the links provided something that was very shocking to me and I
19 did not know prior to this date; the Balboa CUP that had been issued to my husband
20 was, upon his death, not only transferred to me without my knowledge or consent, but
21 that I somehow passed a background check that I never underwent pursuant to an
22 application that I never submitted.

23 30. Without my knowledge, I was named the "sole permit" holder for the
24 "8863 Balboa MMCC Permit" issued at the Balboa Property (the "DSD Sherlock
25 Approval"). (Attached hereto as Exhibit A is a true and correct copy of the DSD
26 Sherlock Approval.)

27 31. Based on Lake's admissions to me and a complaint filed by my husband's
28 business partner, Bradford Harcourt, it is my belief that the Balboa CUP was

1 transferred to my name via forged documents and then again, without my knowledge
2 or consent, to Harcourt.

3 32. I subsequently made FOIA requests and demands of the San Diego Police
4 Department that I be provided copies of *my* alleged application pursuant to which the
5 DSD Sherlock Approval was undertaken.

6 33. I was initially denied this information and I thereafter repeatedly
7 demanded the alleged application submitted by me stating that I had not submitted any
8 such application and that I was never aware that the Balboa CUP had been issued in
9 my name.

10 34. On October 10, 2022, I received a message from Travis Cleveland, a
11 Development Project Manager in the Cannabis Business Division of the City of San
12 Diego regarding my City of San Diego FOIA requests 22-5095 and 22-5096.

13 35. The email states, among other things, that the records “are incomplete.”
14 That the records for the Balboa CUP were “not consistently retained.” Further, that
15 there has been “100% staff turnover over the time period” of the records I have
16 requested. (Attached hereto as Exhibit B is a copy of that email from Cleveland.)

17 36. In short, the evidence that the documents submitted were forged and who
18 at the City was responsible for processing an application from my husband after he had
19 passed away to me and then to Harcourt were not available.

20 37. I believe that the City is covering up evidence of corruption at the DSD
21 office (not just based on the facts set forth above).

22 38. Additionally, among the DSD records provided online pursuant to FOIA
23 requests, I found an email chain from on and around January 18, 2017, between
24 attorney Gina Austin, DSD employee Firouzeh Tirandazi, and Salam Razuki and Ninus
25 Malan. (A copy of that email chain is attached hereto as Exhibit C.)

26 39. That document has now been deleted from the City’s website *after* I
27 requested it pursuant to my own FOIA request stating it was evidence of fraud and I
28 have been told that it is not available.

1 40. As this case has progressed, I have continued to learn things about the
2 facts and circumstances surrounding my husband's death which now leave me with a
3 fervent belief that he was murdered.

4 41. I believe that Lake had a role in my husband's murder along with Harcourt
5 and Razuki. They, and defendant Ninus Malan, were among the parties who acquired
6 Biker's assets after his death.

7 42. Lake admitted to me that the he was responsible for the transfer of Biker's
8 ownership interests in two cannabis dispensaries.

9 43. Lake admitted this after I confronted him 2020 that I was aware that the
10 Dissolution Form had been forged after Biker passed away regarding the Balboa CUP.

11 44. However, in 2015, after Biker passed, Lake had assured me that Biker no
12 longer had an interest in the Balboa CUP.

13 45. When I confronted Lake, he initially alleged that he did so to help me.
14 However, when I asked about the proceeds from the sale and operations of the two
15 businesses, Lake told me that I should be happy with Biker's life insurance policy and
16 that I would not be getting anything because Biker's contributions to the acquisition of
17 the dispensaries were "worthless."

18 46. After Lake told me that, I have reached my current belief that Lake
19 brought Dr. Cooper to my home and had him "diagnose" Biker based on conversations
20 with his family and parents to provide a fabricated reason for Biker's death and to
21 support the belief that he committed suicide.

22 47. Lake furthered this narrative before over 500 of Biker's family and friends
23 at Biker's funeral by stating that Biker himself believed something was wrong with
24 himself. Specifically, Lake said that Biker had appointments with medical specialists
25 and had scheduled a "brain scan."

26 48. These statements are not true. I would have known had Biker made an
27 appointment for a "brain scan" as I handled all his medical appointments.
28

1 49. To be completely honest, I have avoided looking at much of the things
2 surrounding Biker's death as it has been very painful to deal with and I have been
3 preoccupied with taking care of our two sons T.S. and S.S.

4 50. I did not review the autopsy report for Biker until February 2020, an
5 absolutely horrific experience.

6 51. The autopsy report contained so many suspicious facts that it only
7 furthered my belief Biker's death was not a suicide. The current conclusion in the
8 Coroner's report is that Biker died by a self-inflicted gunshot wound, however no
9 gunshot residue was found on either of his hands, no shell casing was ever found, the
10 magazine of the firearm was partially dislodged, and although he was right-handed the
11 gun was found near his left hip. In addition to this was the fact that the report stated:
12 "A 1 x1 inch red abrasion on the right forehead just above the lateral aspect of the right
13 eyebrow. A 1/16-inch round abrasion is on the chin region. Multiple abrasions are on
14 the posterior aspect of the right hand and the digit of the right hand. A 1 x 1 inch faint
15 red-pink contusion is on the anterolateral aspect of the distal right leg." (A copy of that
16 portion of the Coroner's Report is attached as Exhibit D.)

17 While I am no doctor I can say, without reservation that Biker did not leave our
18 home that night with those injuries. It now appears obvious to me that Biker was in
19 some kind of physical altercation, clearly in a desperate fight for his life.

20 52. Further, another fact to believe Biker did not commit suicide is an
21 interview by an investigative reporter with Phil Zamora, an employee of Salam Razuki.

22 53. Zamora, in his interview, stated his belief that Razuki had something to
23 do with Biker's death.

24 54. Prior to knowing about the DSD Sherlock Approval of my alleged
25 application for the Balboa CUP, Zamora's allegation was not credible because the
26 Balboa CUP and the Balboa Property were transferred to Razuki and Malan after I
27 believed they had been acquired by Lake and Harcourt.

28

1 55. However, it is my understanding that Harcourt filed a complaint against,
2 among others, Razuki and Malan alleging they defrauded him of the Balboa CUP and
3 that they were in negotiations in March 2016, when the Balboa CUP was still in my
4 name.

5 56. Therefore, because both Harcourt/Lake and Razuki/Malan were working
6 together at the same time regarding the Balboa CUP while it was in my name, Zamora's
7 belief is now significantly credible and more than plausible.

8 57. Lake recently has also alleged that there was a bridge loan by Biker that
9 was due and, consequently, *implied* that Biker signed away over \$10,000,000 in assets
10 to Harcourt hours before he passed away.

11 58. If this was true, why did he not tell the SDPD or the investigators about
12 Biker signing away over \$10,000,000 in assets until I brought suit?

13 59. It contradicts Lake's statement to Officer Joseph the day after Biker
14 passed away that he and Biker had discussed "little things."

15 60. My belief is that it is a lie. A belief supported by the fact that DSD
16 approved the background check for me for the Balboa CUP.

17 61. Lake could easily have forged the documents needed to transfer the
18 Biker's assets from his name to my name and then to Harcourt.

19 62. I trusted Lake, he is my brother-in-law. But I do know him to be consumed
20 by his pursuit of money and while I do not believe that he would personally have
21 murdered Biker, I do believe he is capable of allowing it to happen if it means his
22 acquisition of millions of dollars. Especially if Biker would not go along with any plans
23 that Lake would have wanted Biker to do.

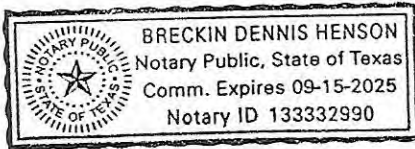
24 63. I have spoken to law enforcement about my suspicions. However, I cannot
25 rely on them for justice and will seek out the truth, however long it takes. I just ask that
26 this Court can do everything in its power to afford me the opportunity to do so.
27
28

1 I declare under penalty of perjury under the laws of the States of California and
2 Texas that the foregoing is true and correct, and that this affidavit was executed on
3 October 11, 2022.

4 Amy Sherlock
Amy Sherlock

8 State of TX County of Denton
9 The foregoing instrument was acknowledged before me
10 this 12th day of October, 2022,
11 by Amy Sherlock
Breckin Henson Notary Public
12 My Commission Expires 9-15-2025

I acknowledge that
there are 30 pages
[Signature]



16 [Signature]

EXHIBIT-A

OpenDSD Approval Search Invoice Search Maps

Approval #1675894 - Special Permit



Approval Information

Status	Issued
Issued	03/17/2016
Issued by	Gutierrez, Edith
Permit Holder	Amy Sherlock
Net Change DU	
Valuation	\$0.00
Sq. Footage	
First Inspection	
Complete Date	
Scope	Background Checks
Job	
Map	
Address	8863 BALBOA AV
APN	369-150-13-23
BC Codes	
Project	
Project ID	467983
Account	
Admin Hold	No
Project Name	8863 Balboa MMCC Permit
Project Contact	Gutierrez, Edith (619)446-5000 dstprojectinfo@sandiego.gov
Project Scope	Backgrounds

Fees

Type	Category	Quantity	Type Unit	Status
There are no Fees associated with this approval				

- Exceptions >
- Inspections >
- Issues >
- Dependent Approvals >
- Dependent Packages >

Data TimeStamp: 09/20/2022 13:18:32

EXHIBIT-B

From: Cleveland, Travis
Sent: Monday, October 10, 2022 12:03 PM
To: Amy Sherlock
Cc: sandiego_22-5096-requester-notes@inbound.nextrequest.com
Subject: RE: RE: [External Message Added] City of San Diego public records request #22-5095

Hi Amy,

I discussed with Public Records staff that we acknowledge that the background check records are incomplete. I apologize if that information didn't make it to you. I assumed that it would, but I did not confirm. The fault there is mine,

Background check forms (DS-192s) and Annual Operating Permits (DS-191s) have not been consistently retained once the process was completed. I don't know why this is; I only know that it is the case. There has been 100% staff turnover over the time period you are interested in, so there is no one available for me to ask the reason for this. I have spent a few hours attempting to locate additional information for you.

The only records I was able to locate were the ones I have already sent to you. Additional records do not exist. I would provide them if I could.

Moving forward, forms will be retained electronically. Unfortunately, this doesn't help us with your current request.

Your original PRA request was for background check forms, and I note that your second request to the PRA staff was for an "ownership declaration". Other staff responded to that request, but I note that only the most recent ownership disclosure was sent. I will attach the statement for the original CUP to that email.

It seems like you are trying to compile some sort of project timeline or history. I want to help you in any way I can. If you can disclose the underlying reason for your request to me, I may be able to offer you additional assistance in locating information. Please let me know. If a phone call would be easier, you can reach me at the number below. I assure you that I am happy to help and will freely provide you anything we have. I am happy to directly share information on anything cannabis-related; you do not need to make a formal Public Records Act request. I will treat any informal request as if it is a formal one (because it is!), and I can offer you faster service directly. If you aren't satisfied with my answers you can follow up with a PRA request at any time.

Thanks!

Respectfully,

Travis Cleveland

Development Project Manager

Cannabis Business Division
City of San Diego
Development Services Department

☎ : 619-446-5407 (desk)

☎ : 619-647-5539 (cell)

SanDiego.gov/DSD



When emailing about a Cannabis Outlet or Cannabis Production Facility, please include the address in your inquiry.

Need to request a second opinion on an interpretation, or contact my supervisor for further assistance?

Supervisor Name and Title: Lara Gates, Deputy Director

Phone: 619-446-5107

Email: LNGates@sandiego.gov

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From: Amy Sherlock <amyjoshlock@gmail.com>

Sent: Monday, October 10, 2022 9:56 AM

To: Cleveland, Travis <TCleveland@sandiego.gov>; sandiego_22-5095-requester-notes@inbound.nextrequest.com

Subject: [EXTERNAL] RE: [External Message Added] City of San Diego public records request #22-5095

****This email came from an external source. Be cautious about clicking on any links in this email or opening attachments.****

Thank you for your response, however incomplete it is. The permit for the address was issued in my name in March 2016. Please provide the DS 192 form for myself, AMY SHERLOCK, AND for all the people listed at this address that you've provided. Please reopen my request since the information requested is public record and the City of San Diego has refused to provide it.

Sent from [Mail](#) for Windows

From: [City of San Diego Public Records](#)

Sent: Monday, October 10, 2022 7:50 AM

To: amyjoshlock@gmail.com

Subject: [External Message Added] City of San Diego public records request #22-5095

-- Attach a non-image file and/or reply ABOVE THIS LINE with a message, and it will be sent to staff on this request. --

City of San Diego Public Records

A message was sent to you regarding record request #22-5095:

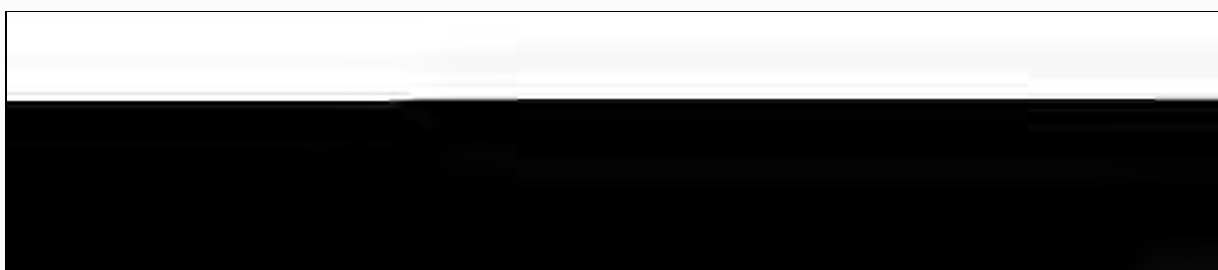
Good morning,
Attached please find additional records that are responsive to your Public Records Act request #22-5095. The Development Services Department has provided the following contact information in the event that you have additional questions.

Travis Cleveland - TCleveland@sandiego.gov

Kind regards.

View Request 22-5095

<https://sandiego.nextrequest.com/requests/22-5095>



The All in One Records Requests Platform

Questions about your request? Reply to this email or sign in to contact staff at City of San Diego.

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From: Cleveland, Travis
Sent: Monday, October 10, 2022 12:03 PM
To: Amy Sherlock
Cc: sandiego_22-5096-requester-notes@inbound.nextrequest.com
Subject: RE: RE: [External Message Added] City of San Diego public records request #22-5096

Hi Amy,

If you are looking for an ownership disclosure statement, those are documents received at the time of CUP application. They disclose who had ownership of the property and related financial interests at the time of application.

You were sent the most recent one, I have attached the original from 2015.

If you are looking for anything else, please see my response to the other email chain. It may be that multiple Public Records Act requests are not the most efficient way for us to help you. I think we need to know more about the reason you are looking for all this information to help you better. I am happy to collaborate with you if you like.

Respectfully,

Travis Cleveland

Development Project Manager
Cannabis Business Division
City of San Diego
Development Services Department

☎ : 619-446-5407 (desk)

☎ : 619-647-5539 (cell)

SanDiego.gov/DSD



When emailing about a Cannabis Outlet or Cannabis Production Facility, please include the address in your inquiry.

Need to request a second opinion on an interpretation, or contact my supervisor for further assistance?

Supervisor Name and Title: Lara Gates, Deputy Director

Phone: 619-446-5107

Email: LNGates@sandiego.gov

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From: Amy Sherlock <amyjoshersherlock@gmail.com>
Sent: Monday, October 10, 2022 10:33 AM
To: Cleveland, Travis <TCleveland@sandiego.gov>; sandiego_22-5096-requester-notes@inbound.nextrequest.com
Subject: [EXTERNAL] RE: [External Message Added] City of San Diego public records request #22-5096

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Thank you for your response. t's missing the requested information. There has to be an Ownership Declaration for Ninus Malan. He owned and operated this dispensary for a couple years. That's public knowledge and you've sent me his approval for the permit. Please reopen this request because 'm demanding the DS 31 for Ninus Malan at the 63 Balboa Ave, #E. Thank you.

Sent from [Mail](#) for Windows

From: [City of San Diego Public Records](#)
Sent: Monday, October 10, 2022 7:51 AM
To: amyjoshersherlock@gmail.com
Subject: [External Message Added] City of San Diego public records request #22-5096

-- Attach a non-image file and/or reply ABOVE THIS LINE with a message, and it will be sent to staff on this request. --

City of San Diego Public Records

A message was sent to you regarding record request #22-509 :

Good morning,

Attached please find additional records that are responsive to your Public Records Act request #22-5096. The Development Services Department has provided the following contact information in the event that you have additional questions.

Travis Cleveland - TCleveland@sandiego.gov

Kind regards.

[View Request 22-509](#)

<https://sandiego.nextrequest.com/requests/22-5096>

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▪

EXHIBIT-C

From: [Jim Bartell](#)
To: [Gonsalves, Ann](#); [Ahmadi, Afsaneh](#)
Cc: [Mohajerani, Ehsan](#)
Subject: Balboa MMCC (project # 550727)
Date: Monday, June 12, 2017 3:54:42 PM
Attachments: [image001.jpg](#)

Afsaneh,
Are you, Ann and Ehsan available this week to meet on the Balboa unit B parking issue.
Thank you.
Jim

Jim Bartell
President

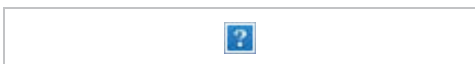


5333 Mission Center Road, Suite 115
San Diego, California 92108
Phone (619) 704-0180 | Fax (619) 704-0185
Mobile (619) 787-0333

BartellAssociates.com

From: [Jeremy Wysocki](#)
To: salamrazuki@yahoo.com; ninusmalan@yahoo.com
Cc: rennybowden@gmail.com; bradford@equitycapital.us; "michael hayford"; reokeith@gmail.com; [Tirandazi, Firouzeh](#); [Daly, Tim](#); [Nima Darouian](#)
Subject: Conditional Use Permit No. 296130 and 8863 Balboa Ave.
Date: Tuesday, March 07, 2017 2:15:33 PM
Attachments: [image002.jpg](#)
[Demand Letter \(8863 Balboa Ave.\) \(3-7-2017\) \(02253020xA9B4D\).pdf](#)

Good afternoon. My law firm is legal counsel to San Diego Patients Consumer Cooperative, Inc. Please see the attached letter regarding our Client's rights and interests in connection with Conditional Use Permit No. 1296130 and 8863 Balboa Ave., Unit E, San Diego, CA 92123. Let me know if you have any questions or comments. My contact information is listed below.



Jeremy S. Wysocki

Partner

Messner Reeves LLP

1430 Wynkoop Street | Suite 300

Denver CO 80202

303 623 1800 main | 303 405 4193 direct | 303 396 8200 cell

303 623 0552 fax

jwysocki@messner.com

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From: [Austin, Gina](#)
To: [Tirandazi, Firouzeh](#)
Subject: FW: Fwd: Balboa MMCC
Date: Thursday, January 19, 2017 3:58:43 PM
Attachments: [medical marijuana permit - Balboa Ave.pdf](#)

Here you go.

Gina

Gina M. Austin

AUSTIN LEGAL GROUP, APC | 3990 Old Town Ave., Ste A112, San Diego, CA 92110 |
Ofc: 619-924-9600 | Cell 619-368-4800 | Fax 619-881-0045

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From: Ninus Malan [mailto:ninusmalan@yahoo.com]
Sent: Thursday, January 19, 2017 3:40 PM
To: Austin, Gina
Cc: FTirandazi@sandiego.gov
Subject: Re: Fwd: Balboa MMCC

See attached. Thank you for everything.

Ninus Malan
American Lending and Holdings LLC
Razuki Investments LLC
Lemon Grove Plaza LP
7977 Broadway
Lemon Grove CA, 91945
Main(619)750-2024
Fax (619)869-7717
NinusMalan@Yahoo.com

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From: "Austin, Gina" <gaustin@austinlegalgroup.com>
To: Ninus Malan <ninusmalan@yahoo.com>
Sent: Wednesday, January 18, 2017 5:43 PM
Subject: Fwd: Balboa MMCC

Fyi. Call me with any questions

Sent from my T-Mobile 4G LTE Device

----- Original message -----

From: "Tirandazi, Firouzeh" <FTirandazi@sandiego.gov>
Date: 1/18/17 2:22 PM (GMT-08:00)
To: "Austin, Gina" <gaustin@austinlegalgroup.com>
Subject: RE: Balboa MMCC

Good afternoon,

Ninus Malan has passed background. Are there any other responsible persons affiliated with this MMCC? If so, they will also need to go through the background process.

Please have Mr. Malan complete and sign the attached MMCC Permit required pursuant to Chapter 4, Article 2, Division 15 of the SDMC and email back for processing.

Thank you.

Firouzeh Tirandazi
Development Project Manager
City of San Diego
Development Services Department

(619)446-5325
sandiego.gov

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-----Original Message-----

From: Austin, Gina [<mailto:gaustin@austinlegalgroup.com>]
Sent: Tuesday, January 10, 2017 3:36 PM
To: Tirandazi, Firouzeh <FTirandazi@sandiego.gov>
Subject: RE: Balboa MMCC

Good afternoon,

I understand my client sent the stamped articles last week. Can you send the proper forms for him to get the background check?

Thanks
Gina

-----Original Message-----

From: Austin, Gina
Sent: Thursday, January 5, 2017 1:52 PM
To: Tirandazi, Firouzeh (FTirandazi@sandiego.gov)
Subject: Balboa MMCC

Good afternoon,

I have attached the articles of incorporation of the new collective that will be operating out of Balboa as well as the deed showing the new ownership.

Please forward the appropriate forms to me for the background check for Mr. Malan and we will get this moving quickly.

Gina

Gina M. Austin
AUSTIN LEGAL GROUP, APC | 3990 Old Town Ave., Ste A112, San Diego, CA

92110 |

Ofc: 619-924-9600 | Cell 619-368-4800 | Fax 619-881-0045 Confidentiality Notice

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EXHIBIT-D



County of San Diego

GLENN N. WAGNER, D.O.
CHIEF MEDICAL EXAMINER

OFFICE OF THE MEDICAL EXAMINER
5570 OVERLAND AVE., SUITE 101, SAN DIEGO, CALIFORNIA 92123-1206
TEL: (858) 694-2895 FAX: (858) 495-5956

INVESTIGATIVE REPORT

1/5/2016

CALL INFO	NAME OF DECEASED (LAST, FIRST MIDDLE) SHERLOCK, Michael De Carlo		AKA		HIO <input type="checkbox"/>	CASE NUMBER 15-02760	
	INVESTIGATOR Sandra Joseph	REPORTED BY Officer Armstrong ID	REPORTING AGENCY San Diego County Medical Examiner			PREVIOUS WAIVE #	
	CALL DATE AND TIME 12/03/2015 0703		ARRIVAL DATE AND TIME 12/03/2015 0810		RETURN DATE AND TIME 12/03/2015 1300		
DECEDENT	DATE AND TIME OF DEATH 12/03/2015 0634	DATE OF BIRTH 01/25/1968	AGE 47 Years	GENDER Male	RACE White		
	RESIDENCE (STREET, CITY, STATE, ZIP) 5439 Westknoll Drive San Diego, CA 92109			COUNTY	LAST SEEN ALIVE 12/2/2015 2000		
	COUNTRY OF RESIDENCE USA	OCCUPATION Self-employed		PAID AUTOPSY <input type="checkbox"/>			
DEATH	LOCATION OF DEATH Found, Tourmaline Surfing Park		TYPE OF PLACE Other				
	ADDRESS (STREET, CITY, STATE, ZIP) N 32 48 20 W 117 15 47 La Jolla, CA 92037						
	SUMMARY <p>The decedent was a 47 year old, married, White male who resided in San Diego with his wife and two minor children. The decedent was last seen by his wife on the evening of 12/3/2015 when he was upset and said he was going to the beach. On the morning of 12/3/2015, a surfer at Tourmaline Surfing Park saw the decedent seated on the rocky beach against the cliff. As he approached, he saw blood on his face and a gun at his left hip. The surfer called 9-1-1. San Diego Police Department and San Diego Fire Department engine 21 responded to the scene and death was confirmed without intervention.</p> <p>Medical Examiner's jurisdiction invoked according to the California Government Code 27491: Death due to known or suspected suicide.</p>						
INCIDENT	LOCATION OF INCIDENT Beach		INCIDENT PLACE TYPE		AT WORK <input type="checkbox"/>	AT RESIDENCE <input type="checkbox"/>	
	ADDRESS (STREET, CITY, STATE, ZIP) N 32 48 20 W 117 15 47 La Jolla, CA 92037		COUNTY San Diego				
	DATE AND TIME OF INCIDENT 12/03/2015 Unk	INVESTIGATING AGENCY San Diego Police	OFFICER Officer Armstrong	BADGE # 7324	REPORT #		
	DECEDENT WAS	BELTED	HELMETED <input type="checkbox"/> Yes <input type="checkbox"/> No	POSITION	ON PRIVATE PROPERTY <input type="checkbox"/> Yes <input type="checkbox"/> No		
	VEHICLE		LICENSE NUMBER		STATE		
NOTIFICATION	IDENTIFIED BY Sandra Joseph		METHOD Personal Effects		DATE AND TIME 12/03/2015 0810		
	FUNERAL HOME Bayview Cremation & Burial		PROPERTY <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	PUBLIC ADMINISTRATOR <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TYPE OF EXAM Autopsy		
	NAME OF NOK OR OTHER Amy Sherlock	RELATIONSHIP Wife	DATE NOTIFIED 12/3/2015	NOTIFIED BY Other			
	NAME OF NOK OR OTHER Steve Lake	RELATIONSHIP Brother in law	DATE NOTIFIED 12/3/2015	NOTIFIED BY Law Informant			

AUTOPSY REPORT

-5-

MICHAEL SHERLOCK 15-2760

The genitalia are those of an adult male with bilaterally descended testes palpated within the scrotum.

SCARS AND OTHER IDENTIFYING MARKS: Scattered incidental scars are on the body.

TATTOOS: None.

POSTMORTEM CHANGES: The body is cold. Rigor is moderate in all extremities and in the jaw. Lividity is unfixated on the posterior surface of the body except in areas exposed to pressure.

EVIDENCE OF INJURY

PENETRATING INTRAORAL GUNSHOT WOUND:

In the oral cavity located midline is an entrance gunshot wound located approximately 9 inches below the top of the head. No obvious sore surrounds the wound. There is injury to the oral mucosa, tongue (1-3/4 x 1-1/2 inch stellate injury with soot surrounding the wound), soft palate to include uvula, posterior pharynx, clivus of base of skull, brainstem/upper spinal cord (transected), and soft tissue of posterior aspect of neck. No exit wound is identified. A partially deformed copper-colored jacketed bullet is recovered from the soft tissue of the posterior aspect of the neck. The bullet pathway is directed front-to-back and upward with no significant right/left deviation. Associated with this gunshot wound is hemorrhage along the wound path, subarachnoid hemorrhage greater at the base and right side of the brain, subdural hemorrhage (approximately 20 ml), linear fractures of the anterior cranial fossae and right and left sides of the posterior cranial fossa, contusions of the inferior temporal lobes of the brain, hemoaspiration, fine oral stretch marks on right and left aspects of skin of lips, and multiple contusions and abrasions of the lower lip.

MINOR INJURIES:

A 1 x 1 inch red abrasion is on the right forehead, just above the lateral aspect of the right eyebrow. A 1/16 inch round abrasion is on the chin region. Multiple abrasions are on the posterior aspect of the right hand and digits of the right hand. A 1 x 1 inch faint red-pink contusion is on the anterolateral aspect of the distal right leg.

INTERNAL EXAMINATION

ABDOMINAL WALL: The subcutaneous fat layer measures up to 3.0 cm thick.

BODY CAVITIES: There are extensive adhesions in the peritoneal cavity. The pleural and pericardial cavities are free of adhesions. All body cavities contain normal amounts

EXHIBIT E



June 7, 2022

Sent via Email Only to:

Andrew Flores, Esq.
LAW OFFICE OF ANDREW FLORES
andrew@floreslegal.pro

RE: *Amy Sherlock, et al. // Gina M. Austin, et al.*
San Diego Superior Court Case Number 37-2021-0050889-CU-AT-CTL

Dear Mr. Flores,

This office represents Defendant STEPHEN LAKE (“Lake”) in the above-referenced action. We have reviewed the First Amended Complaint (“FAC”) filed by Plaintiffs AMY SHERLOCK (“SHERLOCK”), T.S., S.S., and ANDREW FLORES (“FLORES”). Please consider this correspondence as our formal attempt to meet and confer pursuant to Code of Civil Procedure § 430.41 regarding deficiencies in the FAC against LAKE.

While we are aware that for purposes of a demurrer the allegations in the FAC must be regarded as true, we believe it is important to correct a number of misrepresentations made in the FAC.

Statement of Facts

LAKE and SHERLOCK’s husband, Michael “Biker” Sherlock (“BIKER”), were long-time friends and companions, in addition to being brothers-in-law. LAKE viewed BIKER as family. BIKER’s business, Dregs skateboards, was hit hard by the recession and he began experiencing financial issues. This created stress on BIKER on many levels – on him personally, on his relationship with his parents, and on his relationship with SHERLOCK. At the same time, LAKE observed BIKER becoming increasingly depressed and anxious. His prior abundance of confidence shrunk, he began having fainting spells and seizures, and became generally confused, all of which contributed to his inability to find meaningful employment. LAKE believed, however, that BIKER was an entrepreneur at heart and, more importantly, was his friend and brother, so LAKE encouraged BIKER to “think big” and to look for what the next big opportunity might be.

As such, LAKE, on multiple occasions, offered financial assistance to BIKER to fund various business ventures, including BIKER’s foray into the San Diego medical marijuana market. Notably, and contrary to the allegations in the FAC, LAKE and BIKER were never “partners.”

The Ramona Property

In July 2014, BIKER approached LAKE about a property he was looking at in Ramona – 1210 Olive Street, Ramona, CA 92065 (“Ramona Property”). At the time BIKER was unemployed



and struggling to find a job, which created stress on BIKER personally and on his relationship with SHERLOCK. While LAKE initially balked at becoming involved in the Ramona Property, the foregoing coupled with the fact that BIKER was family eventually overrode his reservations. LAKE eventually purchased the Ramona Property, *as his sole and separate property*, on or about January 8, 2015. The Ramona Property remains to this day in LAKE's name and has not been transferred out of LAKE's name since he acquired ownership.

One of the reasons for LAKE's reconsideration of his purchase of the Ramona Property was due to the involvement of Renny Bowden ("Bowden"), who was part of a group also interested in the Ramona Property. Bowden and LAKE have a longstanding relationship and LAKE found Bowden's potential involvement as such an unlikely coincidence that it made LAKE feel more comfortable with his decision to move forward with the purchase. Because neither Bowden nor BIKER had the capital to purchase the Ramona Property and the prior owner was not interested in leasing the property, BIKER and Bowden approached LAKE with the idea that LAKE would purchase the Ramona Property, build it out, and then lease the property back to them as part of a larger business they intended to pursue.

After closing, LAKE considered how to proceed as this was all new to him. His discomfort with the industry and lack of knowledge thereof fueled his decision to proceed as a landlord. At some point thereafter, Bowden sought and received the Conditional Use Permit ("CUP") for the Ramona Property, which was issued in the name of Bowden. BIKER never had an interest in the Ramon Property nor, to the best of LAKE's knowledge, did BIKER ever have an interest in the Ramona CUP.

The Balboa Property

Prior to April 24, 2015, David Chadwick ("Chadwick") formed Leading Edge Real Estate, LLC ("LERE"), for which he served as CEO. At some point unknown to LAKE, Chadwick, BIKER, BIKER's partner, Brad Harcourt ("Harcourt"), all partnered up to pursue the purchase of 8863 Balboa Avenue, Unit E, San Diego, CA 92123 ("Balboa Property"). On or about June 30, 2015, Chadwick resigned as CEO of LERE, at which point BIKER, on information and belief, was appointed as CEO.

Chadwick's resignation occurred after several events pertinent to this dispute. On June 9, 2015, LAKE made a \$289,560.68 loan to BIKER as a two-week bridge loan. The loan was memorialized via a promissory note. The loan was to be used to purchase 8863 Balboa Avenue, Unit E, San Diego, CA 92123 ("Balboa Property"). Notably, LAKE and BIKER had a clear, direct conversation of the importance of the loan being paid back in a timely manner; BIKER agreed and pledged that if the loan were not timely paid back, the Balboa Property would be deeded to LAKE as payment with the intent that LAKE would sell the Balboa Property to recoup his investment. BIKER was adamant in pledging the Balboa Property as collateral for LAKE's loan.

There were immediate problems with the Balboa Property. One such problem had to do with the HOA at the premises, which had recently amended its governing documents to prohibit the operation of any marijuana dispensaries. On June 16, 2015, BIKER, Chadwick, and Harcourt



received a legal opinion advising that any attempts to overturn this amendment would be very unlikely. Thus, BIKER and the others were unable to legally use the Balboa Property for its intended use.

On September 9, 2015, the promissory note went into default. LAKE discussed the default with both BIKER and Harcourt and made it clear that they needed to make good on the terms of the note and security agreement. LAKE conveyed to both that he had no desire to be a part of the business and simply wanted the loan proceeds repaid. BIKER and Harcourt pledged to follow through as they agreed. Given these reassurances, LAKE allowed BIKER and HARCOURT more time to procure financing to pay off the LAKE bridge loan.

By October 26, 2015, BIKER and Harcourt still had not procured financing. LAKE, BIKER, and Harcourt all went to lunch to discuss solutions. Their primary solution was to transfer the Balboa Property over to LAKE's company, High Sierra Equity LLC ("High Sierra") in an effort to payoff the defaulted loan. After some thought, LAKE agreed to the proposal.

On December 2, 2015, LAKE gave BIKER a call to check in on him, which is something he did regularly during that time due to some changes that LAKE observed in BIKER's demeanor and behavior. After a few minutes on the call, LAKE realized that BIKER was having a tough morning and cancelled his meetings so he could be with BIKER. When LAKE arrived at the house, Harcourt was there with BIKER. The two were reviewing paperwork and signing documents. LAKE subsequently learned that one of the documents was the LERE cancellation. LAKE did not witness BIKER signing the cancellation but knows for certain that it was the intent of BIKER and Harcourt, in furtherance of the October 26 proposal, to cancel LERE and transfer the Balboa Property to High Sierra. On December 3, 2015, BIKER took his own life.

Events Subsequent to BIKER's Passing

On or about December 4, 2015, while LAKE was assisting SHERLOCK and her family with dealing with BIKER's passing, he came across a \$1M life insurance policy that SHERLOCK believed had lapsed. Nevertheless, LAKE provided the policy to his resources in the insurance industry, who discovered that the premium had recently been paid and SHERLOCK was the beneficiary of the policy.

On December 13, 2015, LAKE reached out to SHERLOCK to see if they could get together to discuss some of BIKER's business loose ends. The two met on December 14, 2015. It was during this conversation that LAKE explained to SHERLOCK, for the first time, that he had loaned BIKER \$285,000 to save the Balboa Property and that BIKER was unable to pay him back, which resulted in BIKER defaulting and LAKE taking the property back as collateral. SHERLOCK expressed her happiness that LAKE was protected and that the Balboa Property remained in the family.

In or around August 2016, the Balboa Property went into escrow for \$375,000. LAKE and SHERLOCK discussed the sale and SHERLOCK reiterated how happy she was that LAKE and his family would be getting their money back. SHERLOCK was undoubtedly aware that the



Balboa Property, along with the Balboa CUP, were being sold in an effort to allow LAKE to recoup his investment. On September 19, 2016, the Balboa Property closed and funds were received.

Significantly, SHERLOCK was not only made aware of the decision to sell the Balboa Property but was involved in the decision-making process. SHERLOCK was involved in the decision not to litigate with the HOA at the Balboa Property. SHERLOCK was involved in the decision not to risk any more money and to “turn the chapter” on the Balboa Property. And SHERLOCK was informed of the details pertaining to the sale of the Balboa Property.

LAKE is certainly sympathetic to the turmoil that SHERLOCK has faced over the years and remains deeply concerned about her well-being. However, it is unfortunate that SHERLOCK has opted to ignore years of history and familial relations in favor of her outlandish and unfounded conspiracy theories that are apparently based on untenable and untrue facts.

Standard on Demurrer

A demurrer tests the sufficiency of the allegations contained within the complaint. *Pacifica Homeowners' Assn. v. Wesley Palms Retirement Community* (1986) 178 Cal.App.3d 1147, 1151. It is well settled law that the presumptions are always against the pleader, and all doubts are to be resolved against him/her, for it is to be presumed that he/she stated his case as favorably as possible. *Curci v. Palo Verde Irrigation Dist.* (1945) 69 Cal.App.2d 583, 585. As will be discussed in more detail below, even if the Court assumes the “facts” alleged in the Complaint as true, SHANNON has failed to state facts against CONSTRUCTION sufficient to maintain *any* cause of action against it.

Moreover, the *absence* of fact is also fatal to SHERLOCK’s claims. “If a fact necessary to the pleader's cause of action is not alleged, it must be taken as having no existence.” (*Ibid*). The court may sustain a demurrer without leave to amend following repeated attempts if it concludes that the defect is caused by an absence of facts, rather than a lack of skill in stating them. *Loeffler v. Wright* (1910) 13 Cal.App. 224, 232; *Banerian v. O'Malley* (1974) 42 Cal.App.3d 604, 616. The burden is on the plaintiff to show in what manner she can amend her complaint, and how the amendment would change the legal effect of her pleading. *Goodman v. Kennedy* (1976) 18 Cal 3d. 335

The FAC Is Subject To Demurrer

SHERLOCK asserts causes of action against LAKE for 1) Violation of the Cartwright Act, 2) Conversion, 3) Civil Conspiracy (apparently, two counts), 4) Declaratory Relief, and 5) Unfair Competition. None of the claims can be maintained against LAKE and each are subject to demur.

Violation of the Cartwright Act

SHERLOCK cannot maintain a cause of action against LAKE for violation of the Cartwright Act because 1) she lacks standing to assert the claim and 2) the claim is not sufficiently pled.



A plaintiff suing under the Cartwright Act must be within the “target area” of the antitrust violation to have standing; i.e., they must have suffered direct injury as a result of the anticompetitive conduct. *Cellular Plus, Inc. v. Sup. Ct. (U.S. West Cellular)* (1993) 14 Cal.App.4th 1224, 1232; *Vinci Waste Mgmt., Inc.* (1995) 36 Cal.App. 4th 1811, 1815. An “antitrust injury” is the “type of injury the antitrust laws were intended to prevent, and which flows from the invidious conduct which renders defendants’ act unlawful.” *Kolling v. Dow Jones & Co.* (1982) 137 Cal.App.3d 709, 723. Courts interpreting the Cartwright Act’s antitrust standing requirement have consistently followed the “market participant rule,” requiring the plaintiff to “show an injury within the area of the economy that is endangered by a breakdown of competitive conditions.” *In re Napster, Inc. Copyright Litig.* (N.D. Cal.2005) 354 F.Supp.2d 1113, 1125-26 (citing *MGM Studios, Inc. v. Grokster, Ltd.* (C.D.Cal. 2003) 269 F.Supp.2d 1213, 1224; *Kolling v. Dow Jones & Company, Inc.* (1982) 137 Cal.App.3d 709, 724. “Any person who is injured in his or her business or property by reason of anything forbidden or declared unlawful by this chapter....” *Bus & Prof Code* § 16750.

SHERLOCK lacks standing to bring a claim. First and foremost, SHERLOCK is not a “market participant”. The FAC is unclear as to what “market” SHERLOCK claims to have participated in but assuming *arguendo* that she is referring to the medical marijuana industry, there is no showing of an injury in that area. Put simply, SHERLOCK, a private individual with no ties to the medical marijuana industry, is not within the “target area” of the alleged antitrust violation.

Standing issues aside, even if SHERLOCK were able to overcome this threshold issue, her cause of action is not sufficiently pled. To state a cause of action for conspiracy, a complaint must allege (1) the formation and operation of the conspiracy, (2) the wrongful act or acts done pursuant thereto, and (3) the damage resulting from such act or acts. *Chicago Title Ins. Co. v. Great Western Financial Corp.* (1968) 69 Cal.2d 305, 316. It is incumbent on the complaining party to allege and prove that the party’s business or property has been injured by the very fact of the existence and prosecution of the unlawful trust or combination; that is, to establish an actual injury attributable to something the statutory provisions were designed to prevent. *Kaiser Cement Corp. v. Fischbach and Moore, Inc.* (9th Cir. 1986) 793 F.2d 1100.

A high degree of particularity is required in the pleading of violations prescribed by the statutory provisions governing combinations in restraint of trade. *DeCambre v. Rady Children’s Hospital-San Diego* (2015) 235 Cal.App.4th 1; *Motors, Inc. v. Times Mirror Co.* (1980) 102 Cal.App.3d 735, 742. The complaint must allege a purpose to restrain trade and a nexus to the injury traceable to actions in furtherance of that purpose. *Id.* “General allegations of the existence and purpose of the conspiracy are insufficient, and the appellants must allege specific overt acts in furtherance thereof.” *Id.* at p. 318. Plaintiff must allege certain facts in addition to the elements of an alleged unlawful act so that the defendant can understand the nature of the alleged wrong and so that discovery is not merely a blind fishing expedition for some unknown wrongful acts. *Quelimane Co. v. Stewart Title Guaranty Co.* (1998) 19 Cal.4th 26.

Other than owning the land that the CUPs flowed from, the FAC is utterly devoid of any facts tying LAKE to the alleged conspiracy. There are no allegations that LAKE was even involved



in the medical marijuana industry – because he was not – let alone that he conspired with these other defendants to prevent competition within the industry. Nor is there any allegation or indication that SHERLOCK, herself, was engaged in the industry or was even contemplating entering the industry. SHERLOCK has also failed to adequately allege damage to business or property. Again, there is no allegation that SHERLOCK had a business within the cannabis industry.

Moreover, SHERLOCK cannot allege damage to property. As it relates to LAKE, the facts and pleadings clearly establish that LAKE purchased the Ramona Property, which he owns to this day, and that LERE purchased the Balboa Property. (*FAC* ¶¶ 67, 70). There are no allegations that BIKER ever had any interest in either property. In addition, the CUPs are not, and were not, the “property” of BIKER or SHERLOCK. A conditional use permit is a *property* right that runs with the *land*, not to the *individual permittee*. *Imperial v. McDougal* (1977) 19 Cal.3d 505; *Malibu Mountains Recreation v. Los Angeles* (1998) 67 Cal.App.4th 359, 368; *Anza Parking Corp. v. City of Burlingame* (1987) 195 Cal.App.3d 855, 858. Without a showing of injury to business or property, SHERLOCK cannot maintain her first cause of action against LAKE.

Conversion

SHERLOCK’s conversion cause of action is similarly flawed as it is premised on the conversion of property by LAKE that SHERLOCK never owned. The “Sherlock Property” allegedly converted is defined to include BIKER’s “interest in the Partnership Agreement, LERE, and the Balboa and Ramona CUPs.” (*FAC* ¶ 71). “Conversion is the wrongful exercise of dominion over the property of another. The elements of a conversion claim are: (1) the plaintiff’s ownership or right to possession of the property; (2) the defendant’s conversion by a wrongful act or disposition of property rights; and (3) damages.” *Lee v. Hanley* (2015) 61 Cal.4h 1225, 1240. To prove a cause of action for conversion, the plaintiff must show the defendant acted intentionally to wrongfully dispose of the property of another.” *Duke v. Superior Court* (2017) 18 Cal.App.5th 490, 508. It is generally acknowledged that conversion is a tort that may be committed only with relation to personal property and not real property. *Munger v. Moore* (1970) 11 Cal.App.3d 1, 7.

As it relates to the Balboa Property and Ramona Property, neither can be the subject of a conversion cause of action as each is real property. That notwithstanding, there has been no showing of any interest held by BIKER in either property. LAKE purchased the property as his sole and separate property and currently owns the property as such; thus, it is unclear how LAKE could convert his own property. The Balboa Property was purchased by LERE, not BIKER, and was sold with SHERLOCK’s consent in an effort to repay LAKE’s loan. Similarly, SHERLOCK cannot maintain a claim for conversion of the CUPs. As referenced above, a conditional use permit is a *property* right that runs with the *land*, not to the *individual permittee*. *Imperial v. McDougal* (1977) 19 Cal.3d 505; *Malibu Mountains Recreation v. Los Angeles* (1998) 67 Cal.App.4th 359, 368; *Anza Parking Corp. v. City of Burlingame* (1987) 195 Cal.App.3d 855, 858. In other words, both CUPs belonged to the *land*, not to BIKER or any other individual. Put another way, SHERLOCK has failed to meet the first prong of her conversion claim – her ownership or right to possession of any of the property allegedly converted.



As it relates to the alleged conversion of BIKER's interest in LERE, the FAC alleges that LERE was formed by BIKER and Harcourt. (FAC § 69). Moreover, the FAC goes on to allege that LERE was later dissolved. (FAC § 78). There is no allegation that LAKE ever had an interest in LERE, that he was responsible for the dissolution of LERE, or that he ever received any benefit from the dissolution of LERE. Likewise, it is unclear what SHERLOCK is referring to when she references the "Partnership Agreement" (see FAC ¶ 71). The term is not defined anywhere in the FAC and there is no specificity as to what this alleged partnership entailed.

Conspiracy (Counts I and II)

SHERLOCK's Third and Seventh Causes of Action both allege a "civil conspiracy" against LAKE. Though not entirely clear, both causes of action are seemingly based on SHERLOCK's faulty conversion claim.

For there to be a conspiracy, there must be an unlawful agreement, an overt act committed in furtherance of the conspiracy, and damage from that act. *Applied Equipment Corp. v. Litton Saudi Arabia Ltd.* (1994) 7 Cal.4th 503. Conspiracy is not itself a substantive basis for liability. *Favila v. Katten Muchin Rosenman LLP* (2010) 188 Cal.App.4th 189. Civil conspiracy is not an independent tort under California law. *Pavicich v. Santucci* (2000) 85 Cal.App.4th 382; *Everest Investors 8 v. Whitehall Real Estate Limited Partnership XI* (2002) 100 Cal.App.4th 1102. There is no separate tort of civil conspiracy, and there is no civil action for conspiracy to commit a recognized tort unless the wrongful act itself is committed and damage results therefrom. *Richard B. LeVine, Inc. v. Higashi* (2005) 131 Cal.App.4th 566; *Mehrtash v. Mehrtash* (2001) 93 Cal.App.4th 75. When a plaintiff asserts the existence of a civil conspiracy among the defendants to commit the tortious acts, the source of any substantive liability arises out of an independent duty running to the plaintiff and its breach; tort liability cannot arise vicariously out participate in the conspiracy itself. *Ferris v. Gatke Corp* (2003) 107 Cal.App.4th 1211.

Here, there can be no conspiracy by LAKE to commit conversion since there was no conversion by LAKE. A conspiracy cause of action cannot survive on its own and without adequately pleading the existence of any underlying tort, i.e., conversion, SHERLOCK cannot maintain either of her conspiracy causes of action against LAKE.

Unfair Competition

Though SHERLOCK asserts a cause of action pursuant to § 17200 of the California Business and Professions Code ("UCL"), it is unclear how these allegations relate to LAKE. Indeed, LAKE is not specifically referenced anywhere in the cause of action. In construing the FAC in a light most favorable to SHERLOCK, LAKE will assume that the unfair competition relates to the Cartwright Act violations found in SHERLOCK's first cause of action.

California's unfair competition law permits civil recovery for "any unlawful, unfair, or fraudulent business act or practice and unfair, deceptive, untrue, or misleading advertising. *Cal. Bus. & Prof. Code* § 17200. A private person may assert a UCL claim only if she (1) has suffered injury in fact and (2) has lost money or property as a result of the unfair competition. *Hall v. Time*,



Inc. (2008) 158 Cal.App.4th 847, 852. The second prong of this standing test “imposes a causation requirement. The phrase ‘as a result of’ in its plain and ordinary sense means ‘caused by’ and requires a showing of a causal connection or reliance on the alleged misrepresentation.” *Id.*

As with her claims related to the alleged Cartwright Action violation, there is nothing in the FAC that gives any indication that SHERLOCK was a market participant, or even attempted to become a market participant, in the San Diego cannabis market. There is no ascertainable injury in fact nor has SHERLOCK lost money or property, as more fully discussed above, by way of the facts alleged in the FAC. Moreover, SHERLOCK’s failure to plead a Cartwright Act violation bars her from asserting a UCL claim on the same grounds.

Declaratory Relief

As it relates to LAKE, SHERLOCK asserts a cause of action for declaratory relief seeking a judicial determination that the transfers of BIKER’s interests in LERE and the Balboa CUP are void. For the reasons discussed above, BIKER did not have an interest in the Balboa CUP and there is nothing in the FAC that alleges that LAKE either had an interest in LERE or was otherwise involved in the dissolution of LERE. Thus, the cause of action is merely repetitive of SHERLOCK’s other prior claims.

Demand for Immediate Dismissal

SHERLOCK’s factual recitation is grossly inaccurate, as one would expect from a party who had no involvement with either the Ramona Property or Balboa Property. Her characterizations of LAKE are borderline defamatory. And, given the documentation that LAKE has of his various discussions with SHERLOCK, it is apparent that SHERLOCK has not a shred of evidence to support any of these specious allegations or causes of action.

LAKE demands that, as to him, the FAC be dismissed in its entirety. In exchange, LAKE is willing to waive all attorney’s fees and costs incurred in the case to date and would agree to a full, mutual release of the parties claims against each other, including any potential crossclaims that LAKE may have against SHERLOCK and BIKER’s estate.

Please advise no later than **5:00 PM** on **June 14, 2022** whether SHERLOCK intends to dismiss or amend her complaint.

Sincerely,

BLAKE LAW FIRM

A handwritten signature in black ink, appearing to read 'Andrew E. Hall'.

ANDREW E. HALL, ESQ.

EXHIBIT F

Amy Sherlock's Response to the June 7, 2022, [Blake Law Letter \(BLL\)](#)

June 17, 2022

1. In general, the point that the BLL doesn't respond to anywhere, but is in my state complaint, [SHERLOCK et al v LAKE et al](#) is that their client, Stephen Lake (LAKE) *lied to the police*. **In the police report** LAKE states that Biker was concerned about "small things." ([See Pg 2, Para 2](#)) I don't think anyone would agree that, according to LAKE'S in the BLL, that Biker signing away his company and giving up everything he'd worked on for two years constituted "small things" as had been stated in the police report.

The LAKE statements in the BLL completely mischaracterize the dissolution paper and the historical reenactment of these CUP transfer documents by Biker (and now Biker's partner Bradford Harcourt) "intent." ([See Page 3, Para 4](#)) In reality, it wasn't until my 03/05/20 meeting with LAKE where he first told me he had witnessed Biker signing the CUP transfer documents on the day he died. This is simply not true! Had LAKE mentioned the signing of these documents to the police, or to me, I would have been suspicious and investigated the "deal" because anyone who signed papers then commits suicide or was murdered, is obviously going to raise some questions. I knew when I met LAKE on 03/05/20 that the CUP transfer documents were not Biker's signature. It had been forged. LAKE took this meeting in an attempt to pacify me. In reality Harcourt already knew, as a result of the following emails, that the forensic analysis proved Biker's signature was forged. It was in my attorney Andrew [Flores emails to Harcourt counsel Claybon](#) which first makes Harcourt aware that I was not accepting the narrative they were putting forth and of course he went on and shared that information with LAKE.

Had LAKE told me the truth as to whatever they were up to back then, I would have absolutely investigated Biker's death in much greater detail as to this supposed "document signing" and everything else they were up to. ***It DID NOT HAPPEN!*** LAKE'S lies kept me from knowing the truth and a follow up murder investigation. Most importantly, Biker's children, his parents, sisters, family and friends were denied the truth by LAKE! Subsequently, and at least up until now, Biker's fans may never know the truth and with this much time having elapsed, it makes it that much harder for us to clear Biker's name surrounding the actual events that took place prior to his death.

2. [See Page 2, Para 2](#) "Unlikely coincidence." I find this suspicious. LAKE states that Biker and Renny Bowden (LAKE'S college roommate and another straw person) were already working together when LAKE was approached to buy the Ramona property? This astronomically unlikely these two would have met without LAKE's introduction. I believe LAKE brought Bowden in so the two of them could out vote Biker. As can be seen by the [2017 County of San Diego Sherriff's Department Medical Marijuana Collective Operations Certificate](#) for the Ramona Collective it's also now clear that Bradford Harcourt who is also listed on the operations certificate has an interest in the second Biker CUP. I'm truly suspicious as to why LAKE doesn't say how Bowden and Harcourt came to be part of the Ramona Collective. His description of the events leading up to his involvement in the RE is highly suspect.

3. [See Page 2, Para 3](#) "Biker never had an interest in the Ramona property nor, to the best of LAKE'S knowledge, did Biker ever have an interest in the Ramona CUP." This is completely false. The Ramona CUP was in Biker's name when he died and the [2015 Ramona CUP application](#), which bears Biker's contact information as well as what appears to be his signature also bears LAKES name, is proof of it! I would be interested to see who actually paid the \$11,115.00 check as shown having been paid?

On page 3 it just above Biker's signature Applicant Signature appears to be Renny Bowden who would have known he was the actual applicant in January 13, 2015 when this document was signed.

In and around 2017, on two different occasions I visited the Ramona dispensary with LAKE where I was introduced to Mr. Eulenthias Duane Alexander and the dispensary manager whose name I don't recall but I would recognize him if I saw him. **It was during those visits that Lake was introducing, and recognizing me, as one of the CUP/Dispensary owners.**

In the BLL, LAKE states Biker never had an interest in the Ramona property or, to the best of his knowledge, the Ramona CUP ([See Page 2, Para 3](#)) This is contradicted by the [2015 Ramona CUP Application](#) and the following chain of events:

During two off site conversations, one in January 2020 at a coffee shop and another which occurred on March 5, 2020, in front of my house, **LAKE, for the first time admitted to me having taken Biker's name off the CUP and then without my knowledge**, put the CUP in Bowden's name for tax and "headache." I'm not sure what LAKE meant by the CUP being a headache. Perhaps his headache was trying to defraud me with the CUP transfer. In any event I would be curious to find out if the Ramona CUP was ever put into Bowden's name and what financial consideration was part of that transaction.

LAKE never ONCE mentioned the Ramona CUP transfer in the first meeting of January 2020. The CUP transfer had purportedly occurred years earlier. What LAKE was relying on during this first offsite meeting is that I would not have been aware of this information. LAKE relied on my ignorance and his assertions that would have denied me any equity consideration as part of the CUP transfer which, had Biker been alive would have been his.

When LAKE confirmed what my research had already discovered I was furious with him and asked him what percentage I would be getting moving forward because he left me in a terrible place for negotiating any aspect of this transaction. LAKE told me I would be getting nothing because Biker's work was "worthless." I was dumbfounded and pissed beyond measure! LAKE would have me believe, 4 years after Biker's death, that Biker did all this work, put his name on the CUPs to see them approved but that his life's work was worth nothing! According to LAKE, Biker did all this sweat equity work just to help other people get rich. Of course, this is absurd! Even sweat equity requires a return on that investment and per LAKE there was to be none! (*See Amy Sherlock's Verification Statement below*)

4. [See Page 2, Para 5](#) I never knew about the personal "two-week Lake Bridge Loan" (LBL) in the amount of \$289,560.68. I have no record whatsoever of that money ever being paid to Biker, seen a fully executed promissory note, a check Biker would have negotiated or title for what was being purchased.

Biker's secretary at the time was Stephanie Hess. They were extremely close. Like in a brother-sister type of relationship. After Biker's death I spoke with Hess on numerous occasions about how he had purportedly committed suicide. Hess was skeptical of the suicide determination. In fact, she had scheduled meetings between Biker and his partners to discuss CUP related issues for the following day. Per her beliefs at the time, she so reason to believe that Biker was suicidal. She also never mentioned the LBL that per LAKE, Biker alone was in default on. Indeed, my last correspondence with Hess occurred in June 2020 when I saw her as I was in the process of leaving San Diego to move Texas. We met as she was there was a 1-hour meeting to wish me goodbye. During that meeting I told Hess that I was leaving California because I had come to suspect, based on the ME Report, that Biker was murdered, and I was leaving San Diego for my safety. She was shocked by this revelation. The information I was giving her came straight from the ME Report and has been detailed in my Statement re the ME/Crime Scene Reports.

In the five years after Bikers death and before I left for Texas, Hess could have allayed my suspicions of there being a personal LBL that would have caused Biker the type of stress that may led to a suicide. It's not until LAKE offers this scenario, for the first time, in the BLL that it is presented as the rationale for his purported actions the night of his death. If Biker was personally responsible for the LBL than there should have been documentation between LERE and Biker that would have memorialized any consideration between them. This too is information I have never seen In furtherance of other possible LBL scenarios in whereby it was not a personal loan to Biker then the deed should have been between LAKE and LERE. LAKE held onto the Balboa property for another year, until Harcourt could put the CUP in his name and negotiate a deal with Milan and Razuki which helped them start a licensed business that, had it been left in Biker's name, I would have provided me an interest in that dispensary or at least some consideration from the sale.

5. [See Page 3, Para 1](#) "received a legal opinion advising that any attempt to overturn the recent amendment would be very unlikely" Who's opinion was this? I would not be surprised if it turned out to be the Bartell attorney Gina Austin, who also represents Milan and Razuki and who ultimately ended up with the property and the CUP. We need a copy of that opinion or at least the name of the attorney who they say gave Biker that opinion. I don't believe it! Why would Biker, LERE, Harcourt and perhaps LAKE accept that legal conclusion!? What they are being told is that they went into a deal to occupy that property for the purposes of operating a licensed dispensary. The Property Owner, Maria Sandoval SIGNED OFF on page 29 of the [DSD Ownership Disclosure Statements](#). How was this not legally contestable? And after Bikers death there now exists a dispensary! And, on April 5, 2021 I try to [MOTION TO INTERVENE](#) in [SDPCC INC v RAZUKI INVESTMENTS](#) to assert as one of my causes of action that [FRAUD](#) was committed.

On 04/05/21 [Opposition](#) was filed to my MOTION TO INTERVENE.

On 05/14/21, upon hearing oral arguments the [MOTION TO INTERVENE was DENIED](#) with Judge Sturgeon stating my claim was untimely and to allow me to intervene would only complicate the case.

On 07/13/21 a [Notice of Appeal](#) was filed by Flores regarding the DENIAL decision.

On 01/26/22 the District Court of Appeal [dismissed my appeal](#) because no brief had been filed.

The rationale I was given for dismissing the appeal was that the appeal would drag out for months but a new state court case, [SHERLOCK ET AL v LAKE ET AL](#) filed on 12/22/21, would put the matter in a different court whereby we would have an expedited schedule and would also, among other things, be naming LAKE as a co-defendant.

On 03/29/22 a [MINUTE ORDER](#) was issued which puts the SDPCC INC v RAZUKI INVESTMENTS trial on calendar for March 17, 2023.

6. [See Page 3, Para 2](#) If the loan was to Biker, why is Harcourt involved? Sounds like they're both responsible for the loan in this paragraph.

7. [See Page 3, Para 2](#) "loan goes into default." I find it difficult to believe that neither Harcourt nor Biker could find financing for \$289K. Harcourt is a high-net-worth individual who drives a car that's worth nearly half of that and has significant family resources. Why was the CUP dependent on

the LBL, when considering Lake's belief of Biker's miserable financial condition, was an absolute certainty would not meet the terms of the LBL should that note even exist? Why was Biker shouldering all the responsibility? I want to see the unforged LBL note signed by Biker! Also, contrary to LAKE's description in the LBL I was not "happy that LAKE and his family would be getting their money back." This is a complete fabrication as I was unaware any of these transactions were going on. I have no idea if this LBL loan was ever made or paid back if it was. If the loan it should have defaulted and with Biker's death, which means I should have stepped in, not Harcourt and paid LAKE the \$289K and that ultimately, in September 2016, when LAKE received the \$375K from LERE that LERE should have gotten a portion of those proceeds. Instead I was were ripped off by these scoundrels.

8. [See Page 3, Para 4](#) "Lake observed Biker's demeanor and behavior." A few days after Biker passed, LAKE brought who he introduced as [a CTE expert, Dr. Mark Cooper](#) to my house as a "favor" to LAKE to spend the entire time trying to convince me and Biker's immediate family (Ann, Margaret, Mary, Marjorie, Tony and Pat Sherlock) of CTE and suicide.

Looking back, if I knew what I know now, my answers to affirming his acting strangely would've been likely the same but for a different reason. **Biker knew he was in danger!** That's why on December 2, 2015, at 9:00PM when he left the house, he would have taken his gun! It was for defense against people who he knew were criminals and as the CI statement further confirms! Anyone would be acting strangely if in the same situation. Dr. Cooper is a child psychologist specializing in ADHD. It was critical to LAKE'S plan to ensure that I/we all believed he had committed suicide.

On or around 12/06/15 one of the aforementioned family members, Ms. Margaret Sherlock (Biker's sister) was witness to Dr. Cooper's attempts to convince the family that Biker's death was a suicide. As a family and for and all in attendance, it was strange that LAKE took it upon himself to bring Dr. Cooper to this family gathering in which we were all trying to make sense of what had happened. Margaret is an attorney. Margaret, who was very close to Biker, did not for one second believe that Biker took his own life. She, as well as the rest of us, was not accepting the COOPER/LAKE narrative that suggested Biker suffered from CTE. In hindsight why this excuse was being offered the family then appears to be nothing more than an attempt to mollify our family to what was being described as a very troubled mentally ill person. Had they known that LAKE was at the heart, the very core of Biker's financial issues the family would have collectively seen these two to the curb.

9. [See Amy Sherlock Statement and Michael Sherlock ME Report](#) in which I detail the contradictions which exist to the suicide determination are as follows:

9.1 Biker was right-handed, and the gun was found near his left hip. Any simple forensic analysis of the gun location that considers the weight of the gun, the angle that the gun was at when fired and the recoil which would have pushed the gun away from the body would be relevant to determining the actual cause of death.

9.2 "There was no obvious gunshot residue listed on either hand." This may be because **they didn't perform this test!!**

9.3 "The magazine was partially ejected." This too is an abnormality.

9.4 There were abrasions on his right knuckles that I was not aware of. I would have noticed these cuts had they been there when Biker was at dinner earlier. In fact the ME who visited me the day after his death 12/03/15 asked me if Biker "worked on engines?" I told her he did work on engines but was unaware that she was trying to come up with a reason for these cuts. It wasn't until I

read the ME report in February 2020 that I came to understand that the ME Report's explanation of cuts on his knuckles was an attempt to fit those wounds into something other than a fight for his life. **I am 100% certain that Biker did not have these fresh cuts which the ME determined had come from his "working on engines."**

9.5 **"The casing was never found."** How in the hell can that be? At best this is an example of shoddy crime scene protocols at worst it is a conspiracy to hide evidence. Keep in mind that if you don't find a casing it would be even more important to have taken that test! Not taking is hiding the fact that no GSR was found because Biker did not pull the trigger that night!

10. [See Page 3, Para 5](#) The entire paragraph is just to score hero points as in LAKE coming to my rescue. It was my policy for Biker. It was current (sorry for the confusion LAKE, my husband had just died) and LAKE's "industry resources" were his stepfather calling in to make the claim on my behalf. The call was a few minutes and did not require any "industry-resources" help to initiate and pay me the death benefits I was due.

11. [See Page 3, Para 5](#) The entire paragraph is completely false. Biker's funeral was December 12, 2015. There is absolutely no possibility that this conversation took place on December 13 or 14th. LAKE is a smart businessman. Why would he have this meeting with his sister-in-law the day after his funeral and have absolutely no business documentation be available for that meeting. IF LAKE had wanted to tell me what was going on with the business, why wait two weeks? The body was already cremated. Notice that in these supposed business meetings that he doesn't tell me about the dissolution papers being signed or Biker's intent. Only gives me the alleged information to make it look like Biker look like he had failed as a businessman, a father and a husband.

12. [See Page 3, Para 7](#) This entire paragraph is another complete fabrication. LAKE offers no proof or witnesses to the sale of the property for \$375K. If I was aware of anything, then why wasn't I invited to the grand opening? Asked to follow on social media? Asked to tell my friends? Given a friends and family discount? Sent an email? There's nothing provided because LAKE's intent was to keep me uninformed. Paragraph 8 "sold for \$375k" so an \$86k profit. "September 19 the Balboa property closed." This was 10 months later and after Harcourt had transferred the CUP to his name. Had Lake been just out to recoup his investment, he would've just sold it immediately.

Of note, it is at this point in the BLL that LAKE states "Sherlock was undoubtedly aware that the Balboa property along with the Balboa CUP were being sold in an effort to allow LAKE to recoup his investment." Per LAKE, this transfer occurred on September 19, 2016. I will repeat; I was not aware of the transfer and the fact that LAKE even states this presumes, that I had an interest in the sale of the CUP and property. Had I not an interest, why would LAKE care what I knew and when?

13. [See Page 4, Para 2](#) The only part of this statement that I would agree with is where LAKE states: "Sherlock was involved in the decision not to litigate the HOA." This too is a LAKE contradiction if I do not have a successive interest, why am I being apprised of and even involved in the decision-making process of the CUP and the property if I do not have a beneficiary interest?

As has been previously stated ([See Page 2, Para 6](#)) where the decision to "walk away from Balboa" was based in large degree to an attorney haven given the legal opinion that LAKE, HARCOURT and BIKER could not prevail in any litigation challenging the CUP allowing the operation of a licensed cannabis business at Balboa. I would add that to simply "walk away" after the amount of time and money was spent on a project that was not disallowed by the HOA and then purportedly the HOA amends their policy to disallow a licensed CUP is a financial strike against the property owner as well as

Biker and his partners. It is hard to believe that they received competent, unbiased legal advice to cut their losses as it were and simply “walk away.”

The only information LAKE gave me was the day or so after Biker died. When I asked, “What about Balboa?” LAKE responded, “Biker blew it. Balboa isn’t happening. We’re all walking away licking our wounds.” The problem with this statement is they weren’t “walking away.” This to me, and everyone else meant the building would be sold and LAKE and Harcourt would not be pursuing a retail dispensary because according to them, it couldn’t happen at that location. I didn’t know then what I know now and that was LERE owned the building. It meant my involvement in the sale should have been mandatory. But Lake lied to me, and I trusted him. I felt it was safe for me to believe this was true because the CUP was in Biker’s name. They’d need me to help transfer it OR the nagging feeling I had that they’d have to forge Biker’s signature. A forged signature document [canceling the LLC](#) was filed with the Secretary of State 18 days after his death seemed brazen and stupid. I didn’t want to believe that my friends and family would engage in this when it meant stealing from the widow of who had been their business partner and successfully acquired the CUP licenses they would be divvying up without consideration of their deceased partner or his family. In 2020 a [forensic analysis \(Page 8\) of Biker’s signature](#) on the CUP transfer was done and much to my dismay concluded that Biker’s signature had been more likely than not, forged.

In hindsight, I naively believed the San Diego Development Services Department (DSD) was looking out for corrupt CUP transfers such as this. I knew that the DSD case manager, Ms. Edith Gutierrez had established a personal relationship with Biker, meaning that she acted like she had Biker’s back in “pushing things through for them” to the extent she would’ve given Biker or even me the heads up if Harcourt transferred the CUP after Biker died. While I believed that since Bartell introduced Gutierrez to Biker, Biker came to believe that the Bartell/DSD/Gutierrez connection was one that provided special handling of the CUP application. To Biker this represented the value in having Bartell representing him to protect his and his family’s interests through the CUP acquisition or any transfer that were to take place after it had been acquired.

At the [04/22/15 DSD Planning Commission Hearing for the 8863-E Balboa CUP](#) it can be seen that Gutierrez lobbied for the CUP to be approved in Biker’s name and it was continued to June 17, 2015.

At the [06/17/15 DSD Planning Commission Appeal Hearing for the 8863-E Balboa CUP](#) the CUP was approved on a 5-1-1 vote.

At the [06/25/15 Planning Commission Hearing](#) Edith Gutierrez represented DSD staff. The 8863-E hearing was rescheduled to 07/09/15

At the [07/09/15 Planning Commission Hearing](#) the minutes show that DSD staff was represented by Edith Gutierrez. Speaker slips in favor of Biker being awarded the CUP were most notably Jim Bartell, Abhay Schweitzer, Bradford Harcourt, Michael Sherlock and Stephanie Hess. The most notable opposition at this hearing came from Judi Strang (perennial opposition amongst CUP applicants) and attorney David Demian many of whom are named defendants in my federal complaint: [SHERLOCK ET AL v THE CITY OF SAN DIEGO](#) and the related [COTTON v CITY OF SAN DIEGO ET AL](#) case.

14. [See Page 4, Para 3](#) The only “turmoil” I face in life has to do with LAKE and the lies he spun to defraud me and my family. While recounting these events I am forced to relive Biker’s death all over again. On top of that I have lost my family over all this. Nobody speaks to me. And if that isn’t enough, I’m forced to find vindication through a judiciary that seems completely uninterested in hearing the facts of my case. **My “turmoil” then, as it continues to this day, is 100% LAKE’S fault for being a lying, corrupt, contemptible, criminal bastard!!!**

15. [See Page 5, Para 2](#) I'm not a lawyer but the "Market Participant" arguments being made here seem ridiculous to me. Biker was on the CUP for both Balboa and Ramona when he died. According to LAKE, Biker was the purchaser of the Balboa property at one point. As a widow, I should have inherited Biker's assets.

Conclusions: Losing a husband is a harrowing experience. Having his death ruled a suicide is even worse when the evidence does not support that cause of death. In the 7 years since Biker's death, I have come across information that corroborates what it is I knew to be suspicious events surrounding Biker's death. As has been depicted herein, there were substantial financial interests that would have been of benefit to those who would maintain a licensed CUP in Biker's absence. Additionally, there is now "insider" audio testimony who in a 2017 interview with the [Chris Williams Canna-Chronicle](#) reporter Cara Anderson, interviews Mr. Phil Zamora who was/is familiar with the inner workings of Bartell and his crew in acquiring these CUPS in San Diego by use of proxy applicants such as Biker [where Phil states that Biker's death was not a suicide](#). In this audio interview Mr. Zamora lays forth the mechanics of what these people do with proxy licensee applicants who describes what happens once the proxy acquires the license and the proxy doesn't hand it over to the criminals.

The evidence of criminal wrongdoing is overwhelming. It takes demanding that justice be served, and criminals be prosecuted. As it relates to Biker's death and his memory, I will never give up on seeing that justice is done.

**Verification of Pleading (Code Civ. Proc., § 446)
Declaration under Penalty of Perjury Form (Code Civ. Proc., §§ 446, 2015.5)**

I, Amy Sherlock have read the foregoing Reply and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein stated on information and belief, and, as to those matters, I believe it to be true. Executed electronically on June 16, 2022, at San Diego County, California. I declare (or certify) under penalty of perjury that the foregoing is true and correct.

_____/s/
Amy Sherlock

EXHIBIT G

LLC-4/7

**Certificate of Cancellation
of a Limited Liability Company (LLC)**

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

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

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

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

FILED *KW*
Secretary of State
State of California

DEC 21 2015 *go*

LLC



This Space For Office Use Only

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

① **LLC's Exact Name in CA** (on file with CA Secretary of State)
Leading Edge Real Estate, LLC

② **LLC File No.** (issued by CA Secretary of State)
201511910148

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

- ③ All final returns required under the California Revenue and Taxation Code have been or will be filed with the California Franchise Tax Board.

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

- ④ The dissolution was made by the vote of all of the members.

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

⑤ _____

Cancellation (The following statement should not be altered.)

- ⑥ Upon the effective date of this Certificate of Cancellation, this LLC's Articles of Organization (CA LLCs) or Certificate of Registration (registered foreign LLCs) will be cancelled and its powers, rights and privileges will cease in California.

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

Michael Sherlock
Sign here

[Signature]
Sign here

Michael Sherlock
Print your name here

Manager
Your business title

Bradford Harcourt
Print your name here

Manager
Your business title

Make check money order payable to: Secretary of State

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

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

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

EXHIBIT H

Alliance Forensic Sciences, LLC

www.allianceforensicservices.com

Curriculum Vitae

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

*Forensic Document Analyst
Certified Fingerprint Roller¹*



The logo for Alpha Phi Sigma National Criminal Justice Honor Society. It features the text "Alpha Phi Sigma" in a large, yellow, gothic-style font on a dark blue rectangular background. Below it, in a smaller, yellow, sans-serif font, is the text "National Criminal Justice Honor Society".

SUMMARY OF EXPERIENCE

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

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

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

SUMMARY OF EXPERIENCE (continued)

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

FORMAL EDUCATION

Bachelor of Science degree in Criminal Justice (Cum Laude)

AREAS OF EXPERTISE & SERVICES OFFERED:

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

VENUES WHERE EXPERT WITNESS TESTIMONY HAS BEEN PROVIDED

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

Mailing Address: 243 South Escondido Blvd., #304, Escondido, CA 92025-4116
Email: docexam1@aol.com (800) 738-7096

***TESTIFIED ON BEHALF OF (continued):**

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

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

TEACHING & OTHER CONSULTING EXPERIENCE

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

EXAMINED DOCUMENTS & RENDERED CONCLUSIONS ON BEHALF OF:

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

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Email: docexam1@aol.com (800) 738-7096

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

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

HIGHLIGHTS OF SPECIALIZED FORMAL QUESTIONED DOCUMENTS &
FINGERPRINT DEVELOPMENT TRAINING

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

HIGHLIGHTS OF CONTINUING PROFESSIONAL EDUCATION

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

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Email: docexam1@aol.com (800) 738-7096

PROFESSIONAL EMPLOYMENT (continued)

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

PROFESSIONAL AFFILIATIONS

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

LICENSES & CERTIFICATIONS

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

Mailing Address: 243 South Escondido Blvd., #304, Escondido, CA 92025-4116
Email: docexam1@aol.com (800) 738-7096

HIGHLIGHTS OF SCIENTIFIC EQUIPMENT EMPLOYED

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

PROFICIENCY TESTING

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

ACADEMIC & MILITARY HONORS

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

MILITARY EXPERIENCE

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

Jan 27, 2020

Mailing Address: 243 South Escondido Blvd., #304, Escondido, CA 92025-4116
Email: docexam1@aol.com (800) 738-7096



ALLIANCE FORENSIC SCIENCES, LLC

243 South Escondido Blvd., # 304, Escondido, CA 92025-4115

Phone: (800) 738-7096 Fax: (760) 888-0349

Email: docexam1@aol.com

Web Site: www.allianceforensicservices.com

Forensic Examiner of Questioned Documents

Certified Forensic Voice Stress Analyst

Member:

Southwestern Association of Forensic Document Examiners, Inc.

American Academy of Forensic Sciences, Inc.

International Association for Identification, Inc.

International Association of Voice Stress Analysts, Inc.

National Criminal Justice Honor Society

Manny Gonzales, B.S.

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

February 21, 2020

Andrew Flores, Esq.
945 4th Avenue
Suite 412
San Diego, CA 92101

Sent Via Email
Andrew@floreslegal.pro

Re: Michael D "Biker Sherlock Forensic Signature Analysis

QUESTIONED DOCUMENT REPORT

QUESTIONED DOCUMENT SUBMITTED FOR ANALYSIS

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

MICHAEL D. "BIKER" SHERLOCK STANDARDS FOR COMPARISON

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

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

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

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

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

MICHAEL D. “BIKER” SHERLOCK STANDARDS FOR COMPARISON (continued)

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

PURPOSE OF ANALYSES

You requested that I conduct a forensic comparison of the **Q1** “signature” with Sherlock’s Standards (**K**).

RESULTS OF ANALYSES & DISCUSSION

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

METHODOLOGY

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

Additional features that I search and evaluate in all questioned signatures, besides those above, are spacing between letters and given and surnames, lateral and vertical sizes of the signatures, style of writing,¹ spelling, size-height relationships, overall and individual slants between letters, slovenly appearances, punctuation and baseline adherence and overall appearances.

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

SCIENTIFIC WORKING GROUP FOR FORENSIC DOCUMENT EXAMINATION

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

RECOMMENDATIONS/COMMENTS

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

Alliance Forensic Sciences, LLC



Manny Gonzales, B.S., C.P.I., F.C.L.S.
Forensic Document Analyst

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

LLC-4/7

**Certificate of Cancellation
of a Limited Liability Company (LLC)**

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

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

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

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

FILED *ICW*
Secretary of State
State of California
DEC 21 2015 *gpo*

ICC

 This Space For Office Use Only

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

① **LLC's Exact Name in CA** (on file with CA Secretary of State)
 Leading Edge Real Estate, LLC

② **LLC File No.** (issued by CA Secretary of State)
 201511910148

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

③ All final returns required under the California Revenue and Taxation Code have been or will be filed with the California Franchise Tax Board.

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

④ The dissolution was made by the vote of all of the members.

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

⑤ _____

Cancellation (The following statement should not be altered.)

⑥ Upon the effective date of this Certificate of Cancellation, this LLC's Articles of Organization (CA LLCs) or Certificate of Registration (registered foreign LLCs) will be cancelled and its powers, rights and privileges will cease in California.

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

Michael Sherlock
 Sign here

[Signature]
 Sign here

Michael Sherlock
 Print your name here

Bradford Harcourt
 Print your name here

Manager
 Your business title

Manager
 Your business title

Make check/money order payable to: **Secretary of State**
 To get a copy of the filed document, include a separate request and payment for copy fees when the document is submitted. Copy fees are \$1 for the first page and \$.50 for each additional page. For certified copies, there is an additional \$5 certification fee, per copy.

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

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

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

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

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

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

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

Executed as of the date first set forth above.

MICHAEL D. SHERLOCK, individually

By: Michael D. Sherlock
MICHAEL D. SHERLOCK

DRIVE MARKETING

By: Dan Kerr
CREDITOR

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

By: Michael D. Sherlock
MICHAEL D. SHERLOCK

DREGS SKATEBOARDS

By: Michael D. Sherlock
MICHAEL D. SHERLOCK

KI-5
0

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

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

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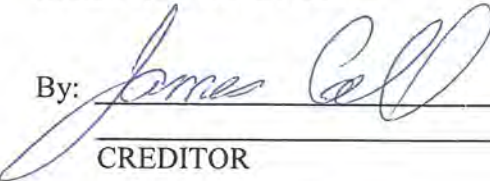
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Executed as of the date first set forth above.

MICHAEL D. SHERLOCK, individually

By: 
MICHAEL D. SHERLOCK

SLIDE DISTRIBUTION

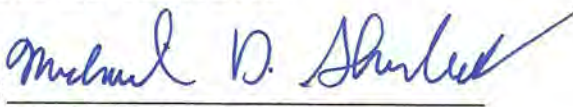
By: 
CREDITOR

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

By: 
MICHAEL D. SHERLOCK



DREGS SKATEBOARDS

By: 
MICHAEL D. SHERLOCK

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

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

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Executed as of the date first set forth above.

MICHAEL D. SHERLOCK, individually

By: *Michael D. Sherlock*
MICHAEL D. SHERLOCK

PRECISION SPORTS, INC

By: *[Signature]*
CREDITOR

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

By: *Michael D. Sherlock*
MICHAEL D. SHERLOCK

DREGS SKATEBOARDS

By: *Michael D. Sherlock*
MICHAEL D. SHERLOCK

KI-141
0

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

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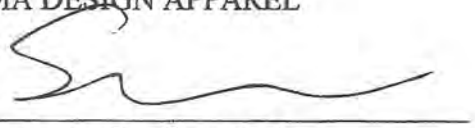
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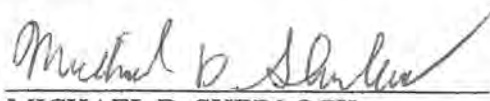
MICHAEL D. SHERLOCK, individually

By: 
MICHAEL D. SHERLOCK

SONOMA DESIGN APPAREL

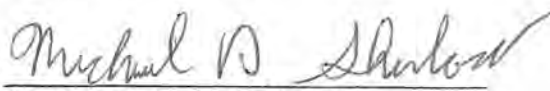
By: 
EDWARD D. BRASCIA
CREDITOR

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

By: 
MICHAEL D. SHERLOCK



DREGS SKATEBOARDS

By: 
MICHAEL D. SHERLOCK

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Executed as of the date first set forth above.

MICHAEL D. SHERLOCK, individually

By: Michael D. Sherlock
MICHAEL D. SHERLOCK

TUM YETO, INC.

By: Tara Winter
Tara Winter - Controller
CREDITOR

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

By: Michael D. Sherlock
MICHAEL D. SHERLOCK

DREGS SKATEBOARDS

By: Michael D. Sherlock
MICHAEL D. SHERLOCK

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0

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

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

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Executed as of the date first set forth above.

MICHAEL D. SHERLOCK, individually

CHARLES WATSON

By: Michael D. Sherlock
MICHAEL D. SHERLOCK

By: [Signature]
CREDITOR

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

By: Michael D. Sherlock
MICHAEL D. SHERLOCK

DREGS SKATEBOARDS

By: Michael D. Sherlock
MICHAEL D. SHERLOCK

KI-7
of 10

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

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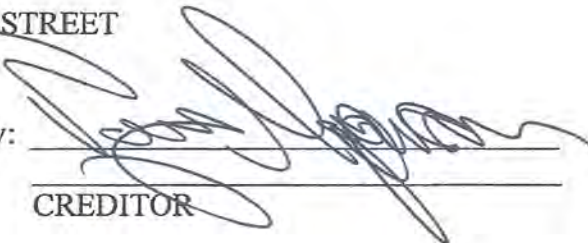
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Executed as of the date first set forth above.

MICHAEL D. SHERLOCK, individually

H STREET

By: 
MICHAEL D. SHERLOCK

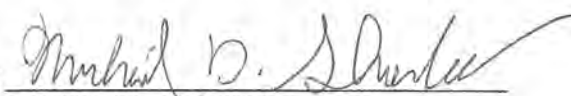
By: 
CREDITOR

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

By: 
MICHAEL D. SHERLOCK

K1-17
/0

DREGS SKATEBOARDS

By: 
MICHAEL D. SHERLOCK

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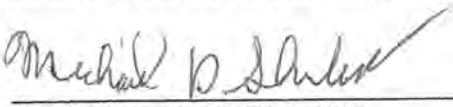
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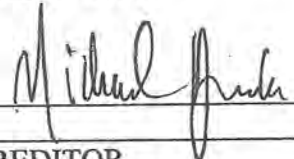
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Executed as of the date first set forth above.

MICHAEL D. SHERLOCK, individually

By: 
MICHAEL D. SHERLOCK

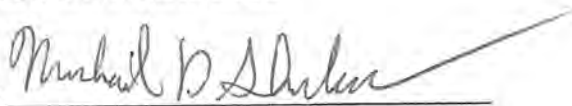
CONCRETE WAVE

By: 
CREDITOR

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

By: 
MICHAEL D. SHERLOCK

DREGS SKATEBOARDS

By: 
MICHAEL D. SHERLOCK



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Executed as of the date first set forth above.

MICHAEL D. SHERLOCK, individually

By: Michael D. Sherlock
MICHAEL D. SHERLOCK

WATSON LAMINATES

By: [Signature]
Controller
CREDITOR

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

By: Michael D. Sherlock
MICHAEL D. SHERLOCK

DREGS SKATEBOARDS

By: Michael D. Sherlock
MICHAEL D. SHERLOCK

KI-19
0

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

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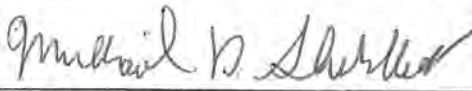
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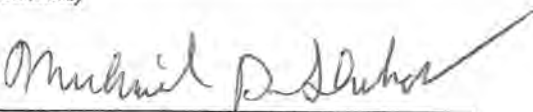
MICHAEL D. SHERLOCK, individually

OSIRIS

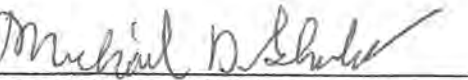
By: 
MICHAEL D. SHERLOCK

By: Melissa Morrow AIR
CREDITOR

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

By: 
MICHAEL D. SHERLOCK

DREGS SKATEBOARDS

By: 
MICHAEL D. SHERLOCK

KI-21
0

Project Title: 8863 BARBOA STE E MMLL

Project No. (For City Use Only)

Part II - To be completed when property is held by a corporation or partnership

Legal Status (please check):

Corporation (Limited Liability or General) What State? CA Corporate Identification No. 8667892
Partnership CALIFORNIA CONSUMER COOPERATIVE

By signing the Ownership Disclosure Statement, the owner(s) acknowledge that an application for a permit, map or other matter, as identified above, will be filed with the City of San Diego on the subject property with the intent to record an encumbrance against the property.. Please list below the names, titles and addresses of all persons who have an interest in the property, recorded or otherwise, and state the type of property interest (e.g., tenants who will benefit from the permit, all corporate officers, and all partners in a partnership who own the property). A signature is required of at least one of the corporate officers or partners who own the property. Attach additional pages if needed. Note: The applicant is responsible for notifying the Project Manager of any changes in ownership during the time the application is being processed or considered. Changes in ownership are to be given to the Project Manager at least thirty days prior to any public hearing on the subject property. Failure to provide accurate and current ownership information could result in a delay in the hearing process. Additional pages attached Yes No

Corporate/Partnership Name (type or print): UNITED PATIENTS CONSUMER COOP.

Owner Tenant/Lessee

Street Address: 5666 LA JOLLA BLVD. # 15

City/State/Zip: SAN DIEGO, CA 92037

Phone No: (619) 851-5403 Fax No:

Name of Corporate Officer/Partner (type or print): MICHAEL D. SHERLOCK

Title (type or print): AUTHORIZED SIGNER/PARTNER

Signature: Michael D. Sherlock Date: 4/23/14

Corporate/Partnership Name (type or print):

Owner Tenant/Lessee

Street Address:

City/State/Zip:

Phone No: Fax No:

Name of Corporate Officer/Partner (type or print):

Title (type or print):

Signature: Date:

Corporate/Partnership Name (type or print):

Owner Tenant/Lessee

Street Address:

City/State/Zip:

Phone No: Fax No:

Name of Corporate Officer/Partner (type or print):

Title (type or print):

Signature: Date:

Corporate/Partnership Name (type or print):

Owner Tenant/Lessee

Street Address:

City/State/Zip:

Phone No: Fax No:

Name of Corporate Officer/Partner (type or print):

Title (type or print):

Signature: Date:

Corporate/Partnership Name (type or print):

Owner Tenant/Lessee

Street Address:

City/State/Zip:

Phone No: Fax No:

Name of Corporate Officer/Partner (type or print):

Title (type or print):

Signature: Date:

Corporate/Partnership Name (type or print):

Owner Tenant/Lessee

Street Address:

City/State/Zip:

Phone No: Fax No:

Name of Corporate Officer/Partner (type or print):

Title (type or print):

Signature: Date:

K1-1

3667892

8

FILED
Secretary of State
State of California

APR 22 2014

1 CC

**ARTICLES OF INCORPORATION OF
UNITED PATIENTS CONSUMER COOPERATIVE**

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

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

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

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

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


INCORPORATOR


INCORPORATOR

K1-2
C

IRS e-file Signature Authorization for Form 1120S

Do not send to the IRS. Keep for your records.
Information about Form 8879-S and its instructions is at www.irs.gov/form8879s.

2013

Department of the Treasury
Internal Revenue Service

For calendar year 2013, or tax year beginning _____, 2013, ending _____.

Name of corporation: **BIKER SHERLOCK ENTERPRISES, INC.**
Employer identification number: **51-0397136**

Part I Tax Return Information (Whole dollars only)

1	Gross receipts or sales less returns and allowances (Form 1120S, line 1c)	1	
2	Gross profit (Form 1120S, line 3)	2	
3	Ordinary business income (loss) (Form 1120S, line 21)	3	-5,00
4	Net rental real estate income (loss) (Form 1120S, Schedule K, line 2)	4	
5	Income (loss) reconciliation (Form 1120S, Schedule K, line 18)	5	-5,00

Part II Declaration and Signature Authorization of Officer (Be sure to get a copy of the corporation's return)

Under penalties of perjury, I declare that I am an officer of the above corporation and that I have examined a copy of the corporation's 2013 electronic income tax return and accompanying schedules and statements and to the best of my knowledge and belief, it is true, correct, and complete. I further declare that the amounts in Part I above are the amounts shown on the copy of the corporation's electronic income tax return. I consent to allow my electronic return originator (ERO), transmitter, or intermediate service provider to send the corporation's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the corporation's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement date). I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the corporation's electronic income tax return and, if applicable, the corporation's consent to electronic funds withdrawal.

Officer's PIN: check one box only

I authorize EXACTAX BUSINESS SOLUTIONS to enter my PIN 10023 as my signature on the corporation's 2013 electronically filed income tax return.
ERO firm name do not enter all zeros

As an officer of the corporation, I will enter my PIN as my signature on the corporation's 2013 electronically filed income tax return.

Officer's signature ▶ Michael P. Shurtz Date ▶ Sept 15 Title ▶ PRESIDENT

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN. 33975513970
do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2013 electronically filed income tax return for the corporation indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub 3112, IRS e-file Application and Participation, and Pub 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature ▶ SABRINA HARVEY Date ▶ _____

**ERO Must Retain This Form - See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So**

KI-3
C

- b Returns and allowances **1 b**
- c Balance. Subtract line 1b from line 1a.....
- 2 Cost of goods sold (attach Form 1125-A).....
- 3 Gross profit. Subtract line 2 from line 1c.....
- 4 Net gain (loss) from Form 4797, line 17 (attach Form 4797).....
- 5 Other income (loss) (see instrs — att statement).....
- 6 **Total income (loss).** Add lines 3 through 5.....
- 7 Compensation of officers (see instructions - attach Form 1125-E).....
- 8 Salaries and wages (less employment credits).....
- 9 Repairs and maintenance.....
- 10 Bad debts.....
- 11 Rents.....
- 12 Taxes and licenses.....
- 13 Interest.....
- 14 Depreciation not claimed on Form 1125-A or elsewhere on return (attach Form 4562).....
- 15 Depletion (**Do not deduct oil and gas depletion.**).....
- 16 Advertising.....
- 17 Pension, profit-sharing, etc, plans.....
- 18 Employee benefit programs.....
- 19 Other deductions (attach statement)..... **SEE STATEMENT**
- 20 **Total deductions.** Add lines 7 through 19.....
- 21 **Ordinary business income (loss).** Subtract line 20 from line 6.....

K1-4

22a Excess net passive income or LIFO recapture tax (see instructions).....	22a	
b Tax from Schedule D (Form 1120S).....	22b	
c Add lines 22a and 22b (see instructions for additional taxes).....		
23a 2013 estimated tax payments and 2012 overpayment credited to 2013.....	23a	
b Tax deposited with Form 7004.....	23b	
c Credit for federal tax paid on fuels (attach Form 4136).....	23c	
d Add lines 23a through 23c.....		
24 Estimated tax penalty (see instructions). Check if Form 2220 is attached.....		
25 Amount owed. If line 23d is smaller than the total of lines 22c and 24, enter amount owed.....		
26 Overpayment. If line 23d is larger than the total of lines 22c and 24, enter amount overpaid.....		
27 Enter amount from line 26 Credited to 2014 estimated tax ▶		Ref

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

	Sept 15	PRESIDENT
Signature of officer	Date	Title

Print/Type preparer's name SABRINA HARVEY	Preparer's signature SABRINA HARVEY	Date 9/15/14
Firm's name ▶ EXACTAX BUSINESS SOLUTIONS		
Firm's address ▶ 16052 BEACH BLVD, SUITE 166 HUNTINGTON BEACH, CA 92647		

For Paperwork Reduction Act Notice, see separate instructions. SPSA0105L 06/28/13

which is nevertheless set forth below:

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Executed as of the date first set forth above.

MICHAEL D. SHERLOCK, individually

DRIVE MARKETING

By: Michael D. Sherlock
MICHAEL D. SHERLOCK

By: Don Kerr
CREDITOR

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

By: Michael D. Sherlock
MICHAEL D. SHERLOCK

KI-5
C

DREGS SKATEBOARDS

By: Michael D. Sherlock
MICHAEL D. SHERLOCK

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

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

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

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

Executed as of the date first set forth above.

MICHAEL D. SHERLOCK, individually

SLIDE DISTRIBUTION

By:

Michael D. Sherlock
MICHAEL D. SHERLOCK

By:

James Cal
CREDITOR

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

By:

Michael D. Sherlock
MICHAEL D. SHERLOCK

DREGS SKATEBOARDS

By:

Michael D. Sherlock
MICHAEL D. SHERLOCK

K1-6
C

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

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

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

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

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

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

Executed as of the date first set forth above.

MICHAEL D. SHERLOCK, individually

CHARLES WATSON

By: Michael D. Sherlock
MICHAEL D. SHERLOCK

By: [Signature]
CREDITOR

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

By: Michael D. Sherlock
MICHAEL D. SHERLOCK

DREGS SKATEBOARDS

By: Michael D. Sherlock
MICHAEL D. SHERLOCK

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18. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument.

19. **Assignment.** Adrenalina shall be permitted to assign its rights and obligations under this Agreement without the express written consent of MDS

20. **Pronouns.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms and the singular form of pronouns or nouns shall include the plural and vice versa.

21. **Joint Drafting Responsibility.** This Agreement is the result of the joint efforts and negotiations of the parties hereto, with each party being represented or having the opportunity to be represented by legal counsel of its own choice. No single party is the author or drafter of this Agreement or any of the provisions of it. Each of the parties assumes joint responsibility for the form and composition of all of the contents of this Agreement and each party agrees that this Agreement shall be interpreted as though each of the parties participated equally in the composition of it and each and every provision and part of it. The parties agree that the rule of judicial interpretation to the effect that any ambiguity or uncertainty contained in an agreement is to be construed against the party who drafted the Agreement shall not be applied in the event of any disagreement of dispute arising out of the Agreement.

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

WITNESSES

ADRENALINA, INC.

MDS PRODUCTION, INC.

Michael D. Shuff

[Handwritten signature]

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**State of California
Secretary of State**

N

KI-9
C

Statement of Information

97 DV

(Domestic Nonprofit, Credit Union and Consumer Cooperative Corporations)

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

FILED
Secretary of State
State of California
JUL 23 2014

1. CORPORATE NAME

UNITED PATIENTS CONSUMER COOPERATIVE

2. CALIFORNIA CORPORATE NUMBER

3667892

21/20/pc
This Space for Filing Use Only

Complete Principal Office Address (Do not abbreviate the name of the city. Item 3 cannot be a P.O. Box.)

3. STREET ADDRESS OF PRINCIPAL OFFICE IN CALIFORNIA, IF ANY

8863 Balboa Ave., Suite E

CITY	STATE	ZIP CODE
San Diego	CA	92123

4. MAILING ADDRESS OF THE CORPORATION

8863 Balboa Ave., Suite E

CITY	STATE	ZIP CODE
San Diego	CA	92123

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

5. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Michael D. Sherlock	5666 La Jolla Blvd., Suite 15	La Jolla	CA	92037
6. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
Shannon Snyder	8863 Balboa Ave. Suite E	San Diego	CA	92123
7. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Richard P. Melograno	8863 Balboa Ave., Suite E	San Diego	CA	92123

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 9 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 9 must be left blank.

8. NAME OF AGENT FOR SERVICE OF PROCESS

Michael D. Sherlock

9. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL

5666 La Jolla Blvd., Suite 15

CITY	STATE	ZIP CODE
La Jolla	CA	92037

Common Interest Developments

10. Check here if the corporation is an association formed to manage a common interest development under the Davis-Stirling Common Interest Development Act, (California Civil Code section 4000, et seq.) or under the Commercial and Industrial Common Interest Development Act, (California Civil Code section 5500, et seq.). The corporation must file a Statement by Common Interest Development Association (Form SI-CID) as required by California Civil Code sections 5405(a) and 8760(a). Please see instructions on the reverse side of this form.

11. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

7/8/14
DATE

Michael D. Sherlock

TYPE/PRINT NAME OF PERSON COMPLETING FORM

Pres.

TITLE

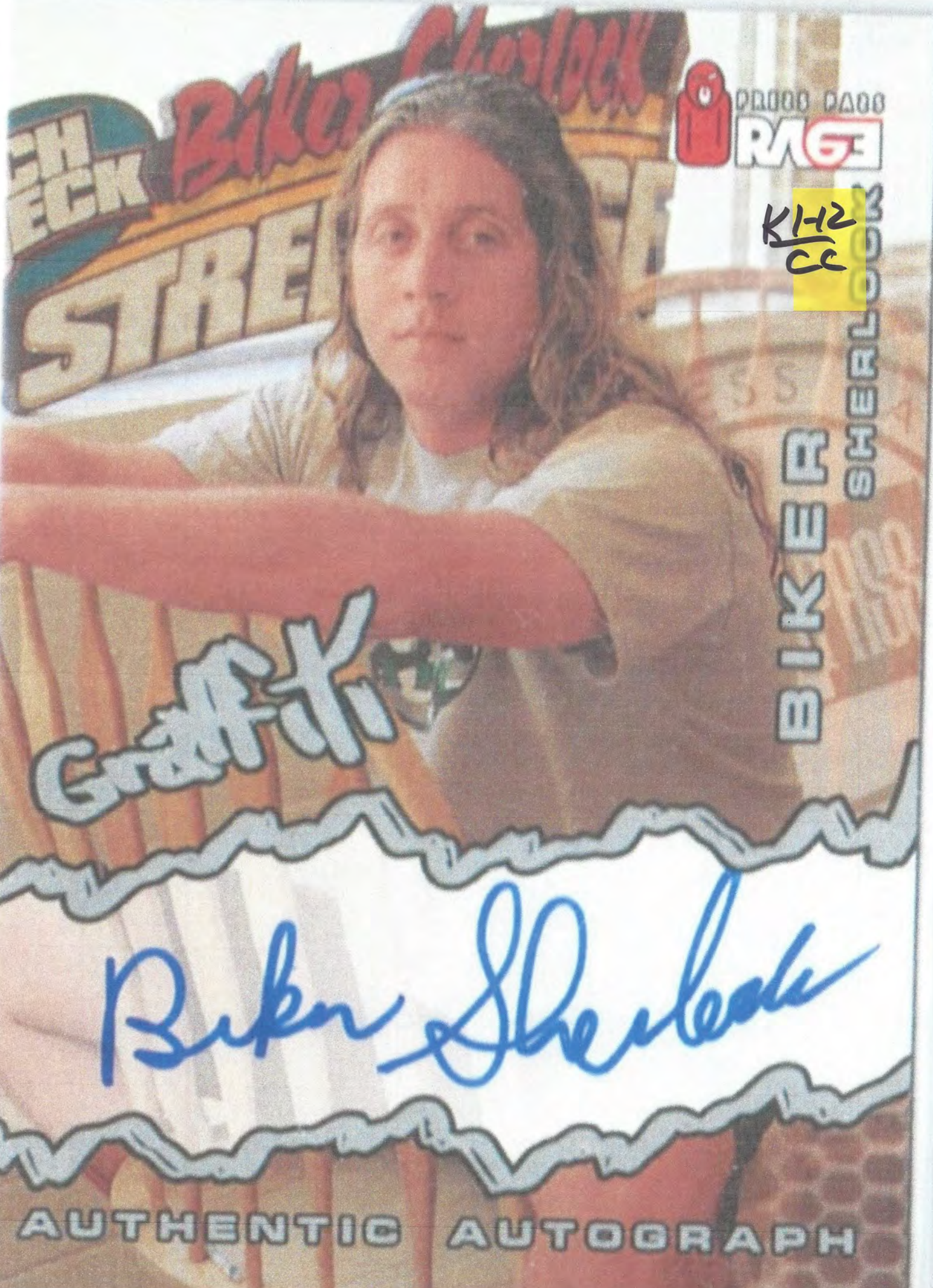
Michael D. Sherlock
SIGNATURE

DATA	DIEGO CA 92109		UU	<input type="checkbox"/> DEATH <input type="checkbox"/> D	
	8A. USUAL OCCUPATION BUSINESS OWNER		8B. USUAL KIND OF BUSINESS OR INDUSTRY SKATEBOARDS		
	10A. FULL NAME OF FATHER MICHAEL JOHN SHERLOCK		10B. STATE OF BIRTH NJ	11A. FULL NAME OF MOTHER ANNA DE	
BRIDE PERSONAL DATA	12A. NAME OF BRIDE--FIRST (GIVEN) AMY		12B. MIDDLE JO		12C. CURRENT LAST (FAMILY) KENTNER
	14A. RESIDENCE--STREET AND NUMBER 5163 FOOTHILL BLVD		14B. CITY SAN DIEGO		14C. ZIP CODE 92109
	16. MAILING ADDRESS-- IF DIFFERENT 5163 FOOTHILL BLVD SAN DIEGO CA 92109		17. NUMBER OF PREVIOUS MARRIAGES 00		18A. LAST MARRIAGE <input type="checkbox"/> DEATH <input type="checkbox"/> D
	19A. USUAL OCCUPATION EVENT COORDINATOR		19B. USUAL KIND OF BUSINESS OR INDUSTRY K1-10 SKATEBOARD EVENTS		
of 2	21A. FULL NAME OF FATHER GEORGE KENTNER		21B. STATE OF BIRTH CA		22A. FULL NAME OF MOTHER JANICE
	<p>WE, THE UNDERSIGNED, AN UNMARRIED MAN AND UNMARRIED WOMAN, STATE THAT THE FOREGOING INFORMATION IS TRUE TO THE BEST OF OUR BELIEF, THAT NO LEGAL OBJECTION TO THE MARRIAGE NOR TO THE ISSUANCE OF A LICENSE IS KNOWN TO US.</p>				
AFFIDAVIT	23. SIGNATURE OF GROOM <i>Michael Sherlock</i>		24. SIGNATURE OF BRIDE <i>Anna De</i>		
	<p>AUTHORIZATION AND LICENSE IS HEREBY GIVEN TO ANY PERSON DULY AUTHORIZED BY THE LAWS OF THE STATE OF CALIFORNIA TO SOLEMNIZE THE MARRIAGE OF THE ABOVE NAMED PERSONS. REQUIRED CONSENT OF BOTH PARTIES IS HEREBY GIVEN.</p>				
	25A. ISSUE DATE MONTH, DAY, YEAR 10/02/2000		25B. LICENSE EXPIRES AFTER MONTH, DAY, YEAR 12/31/2000		25C. LICENSE NUMBER 4200037 018
LICENSE MARRY	25E. NAME OF COUNTY GREGORY J SMITH				
	26A. SIGNATURE OF WITNESS <i>Kelly Lake</i>		26B. ADDRESS--STREET AND NUMBER 6429 Peinado Way		
WITNESS(ES) REQUIRED)	27A. SIGNATURE OF WITNESS <i>Robert Samuel</i>		27B. ADDRESS--STREET AND NUMBER 4862 Lambert St		
	28. I HEREBY CERTIFY THAT THE ABOVE-NAMED BRIDE AND GROOM WERE JOINED BY ME IN MARRIAGE IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA				29A. SIGNATURE OF REGISTRAR <i>G. Smith</i>
CERTIFICATION PERSON SOLLEMNIZING MARRIAGE	ON <u>October-10</u> <u>7</u> <u>2000</u>		29C. NAME OF REGISTRAR (TYPE OR PRINT) CAND		
	AT <u>La Jolla, San Diego</u>		29E. MAILING ADDRESS 46700		
LOCAL REGISTRAR MARRIAGES COUNTY RECORDER)	30A. SIGNATURE OF LOCAL REGISTRAR <i>GREGORY J. SMITH, Recorder/County Clerk</i>		30B. SIGNATURE OF DEPUTY (IF APPLICABLE) <i>Anna De</i>		

CERTIFICATE OF LIVE BIRTH
STATE OF CALIFORNIA
USE BLACK INK ONLY

NUMBER		1B. MIDDLE DE CARLO	1C. LAST SHERI
3A. THIS BIRTH, SINGLE, TWIN, ETC. SINGLE		3B. IF MULTIPLE, THIS CHILD 1ST, 2ND, ETC. -	4A. DATE OF BIRTH 03/14
5A. HOSPITAL OR FACILITY BIRCH HOSPITAL		5B. STREET ADDRESS - STREET AND NUMBER, OR LOCATION 3003 HEALTH CENTER DR	
		5D. COUNTY SAN DIEGO	
FIRST DE CARLO	6B. MIDDLE DE CARLO	6C. LAST SHERLOCK	
FIRST JO	9B. MIDDLE JO	9C. LAST - BIRTH NAME KENTNER	
11. STATE AND COUNTY OF BIRTH	12A. PARENT OR OTHER INFORMANT - SIGNATURE <i>Mikhail DeCarlo Sherlock</i>		
12. PLACE OF BIRTH	13A. ATTENDANT/CERTIFIER - SIGNATURE AND DEGREE OR TITLE <i>Judith Hooper Reed</i>		
14. HOME ADDRESS OF ATTENDANT 4060 FOURTH AVE. #510 SAN DIEGO			
15B. STATE FILE NO. - STATE USE ONLY	16. LOCAL REGISTRAR - SIGNATURE WILMA J. WOOTEN, MD		

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C



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RAGE

K1-12
CC

BIKER

SHERLOCK

Graft

Biker Sherlock

AUTHENTIC AUTOGRAPH

*Exhibit
Sherlock*

FLIEER
BLIKER
SHERLOCK
SAN DIEGO, CA
Adventure



K1-13
9/9

SWGDOC Standard Terminology for Expressing Conclusions of Forensic Document Examiners

1. Scope

1.1 This terminology is intended to assist forensic document examiners in expressing conclusions or opinions based on their examinations.

1.2 The terms in this terminology are based on the report of a committee of the Questioned Document Section of the American Academy of Forensic Science that was adopted as the recommended guidelines in reports and testimony by the Questioned Document Section of the American Academy of Forensic Science and the American Board of Forensic Document Examiners.¹

2. Referenced Documents

2.1 Standards

SWGDOC Standard for Scope of Work of Forensic Document Examiners

3. Significance and Use

3.1 Document examiners begin examinations from a point of neutrality. There are an infinite number of gradations of opinion toward an identification or toward an elimination. It is in those cases wherein the opinion is less than definite that careful attention is especially needed in the choice of language used to convey the weight of the evidence.

3.2 Common sense dictates that we must limit the terminology we use in expressing our degrees of confidence in the evidence to terms that are readily understandable to those who use our services (including investigators, attorneys, judges, and jury members), as well as to other document examiners. The expressions used to differentiate the gradations of opinions should not be considered as strongly defined “categories”. These expressions should be guidelines without sharply defined boundaries.

3.3 When a forensic document examiner chooses to use one of the terms defined below, the listener or reader can assume that this is what the examiner intended the term to mean. To avoid the possibility of misinterpretation of a term where the expert is not present to explain the guidelines in this standard, the appropriate definition(s) could be quoted in or appended to reports.

3.4 The examples are given both in the first person and in third person since both methods of reporting are used by document examiners and since both forms meet the main purpose of the standard, that is, to suggest terminology that is readily understandable. These examples should not be regarded as the only ways to utilize probability statements in reports and testimony. In following any guidelines, the examiner should always bear in mind that sometimes the examination will lead into paths that cannot be anticipated and that no guidelines can cover exactly.

3.5 Although the material that follows deals with handwriting, forensic document examiners may apply this terminology to other examinations within the scope of their work, as described in SWGDOC Standard for Scope of Work of Forensic Document Examiners, and it may be used by forensic examiners in other areas, as appropriate.

3.6 *This standard does not purport to address all of the safety concerns, if any, associated with its use. It is the responsibility of the user of this standard to establish appropriate safety and health practices and determine the applicability of regulatory limitations prior to use.*

4. Terminology

4.1 Recommended Terms:

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

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

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

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

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

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

probable—the evidence contained in the handwriting points rather strongly toward the questioned and known writings having been written by the same individual; however, it falls short of the “virtually certain” degree of confidence.

Examples—It has been concluded that the John Doe of the known material probably wrote the questioned material, or it is my opinion (or conclusion or determination) that the John Doe of the known material *probably* wrote the questioned material.

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

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

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

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

indications did not—this carries the same weight as the indications term that is, it is a very weak opinion.

Examples—There is very little significant evidence present in the comparable portions of the questioned and known writings, but that evidence suggests that the John Doe of the known material did not write the questioned material, or I found indications that the John Doe of the known material did *not* write the questioned material but the evidence is far from conclusive.

See Discussion after indications.

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

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

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

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

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

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

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

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

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

4.1.1 When the opinion is less than definite, there is usually a necessity for additional comments, consisting of such things as reasons for qualification (if the available evidence allows that determination), suggestions for remedies (if any are known), and any other comments that will shed more light on the report. The report should stand alone with no extra explanations necessary.

4.2 *Deprecated and Discouraged Expressions:*

4.2.1 Several expressions occasionally used by document examiners are troublesome because they may be misinterpreted to imply bias, lack of clarity, or fallaciousness and their use is deprecated. Some of the terms are so

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

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

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

could not be identified/cannot identify—these terms are objectionable not only because they are ambiguous but also because they are biased; they imply that the examiner’s task is only to identify the suspect, not to decide whether or not the suspect is the writer. If one of these terms is used, it should always be followed by “or eliminate[d]”.

similarities were noted/differences as well as similarities— these expressions are meaningless without an explanation as to the extent and significance of the similarities or differences between the known and questioned material. These terms should never be substituted for gradations of opinions.

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

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

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

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

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

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

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

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

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

EXHIBIT I

OpenDSD Approval Search Invoice Search Maps

Approval #1675894 - Special Permit



Approval Information

Status	Issued
Issued	03/17/2016
Issued by	Gutierrez, Edith
Permit Holder	Amy Sherlock
Net Change DU	
Valuation	\$0.00
Sq. Footage	
First Inspection	
Complete Date	
Scope	Background Checks
Job	
Map	
Address	8863 BALBOA AV
APN	369-150-13-23
BC Codes	
Project	
Project ID	467983
Account	
Admin Hold	No
Project Name	8863 Balboa MMCC Permit
Project Contact	Gutierrez, Edith (619)446-5000 dsdprojectinfo@sandiego.gov
Project Scope	Backgrounds

Fees

Type	Category	Quantity	Type Unit	Status
There are no Fees associated with this approval				

Exceptions

Inspections

Issues

Dependent Approvals

Dependent Packages

Data Timestamp: 09/20/2022 13:16:32

EXHIBIT J



Michael Iliescu, MD
2276 W Periwinkle Way
Chandler, AZ 85248
Ph: (480) 452-3559
Fax: (480) 361-9764

November 17, 2022

Statement Regarding the Medical Examiner's Report of Michael Sherlock

By Michael Iliescu, MD

My professional background is in forensic pathology and pathology of trauma. My academic experience includes eight years of teaching in the areas of forensic pathology and the pathology of trauma. I have performed more than 2,500 autopsies throughout my eleven-year career in forensic pathology and have testified in criminal cases in County, State and Federal courts in Arizona and Florida. Furthermore, I functioned as a full-time medical examiner in Arizona for approximately 4 years and in Washington State for one year. I co-authored a chapter of pathology of trauma in the textbook *Forensic Biomechanics* second edition. For additional references I have attached my CV to this report.

I was asked by Mrs. Amy Sherlock to review the police reports, investigative notes, scene and autopsy photographs, autopsy report (15-2760), toxicology report regarding the death of her husband Michael "Biker" Sherlock. I also reviewed Mrs. Sherlock's statement regarding the event. My findings are strictly addressing forensic pathology findings and their interpretation.

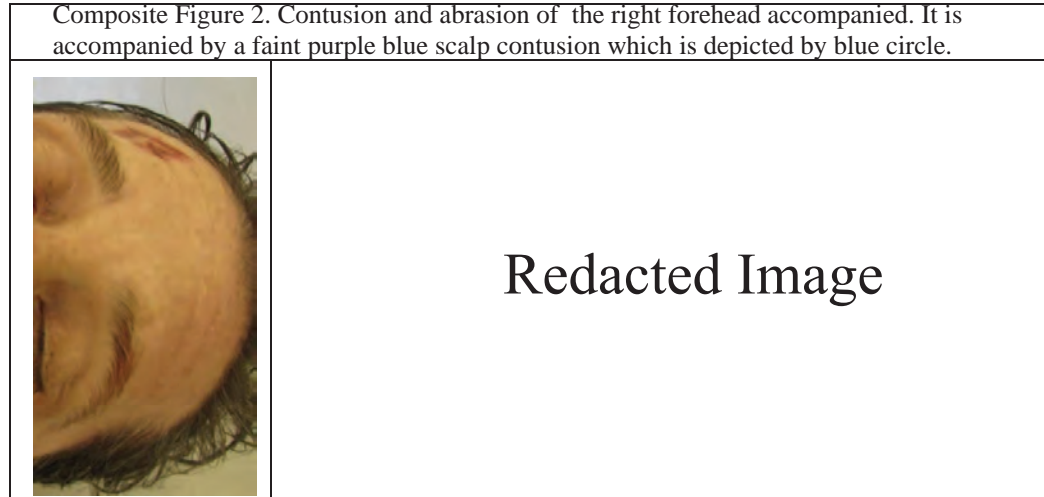
Facts of the case

Michael “Biker” Sherlock was found deceased on with an intraoral penetrating gunshot wound (See Figure1 below). The manner of death was ruled as suicide by the San Diego County Medical Examiner.

Figure 1. Location of the body and position resting against the rocky cliff, at less than 45 degrees angle.

Redacted Image

The autopsy revealed an abrasion and contusion of Biker’s right forehead (See Page 21, MINOR INJURIES; “A 1 x 1 inch red abrasion is on the right forehead, just above the lateral aspect of the right eyebrow”). Composite Figure 2 below shows the squared, almost rectangular nature of the contusion which was associated with a sample scalp contusion marked with a blue circle in composite Figure 2. Both images are cropped. No histology section was taken from the contusion abrasion of Biker’s right forehead in order to determine the age of this injury. No macro photography of this lesion was taken by the medical examiner. This represents a breach of the standard National Association of Medical Examiner’s (NAME) protocol.



The presence of blood in connection to this deep abrasion/contusion injury makes it obvious that this injury is fresh. The bleeding coming from this wound is documented in Figure 3 below. This proves that an impact with a squared or rectangular blunt object with Biker's head occurred during the events that surrounded his death. As per Mrs. Sherlock's statement, Michael Sherlock did not have that injury when he left his residence the day of the incident. This is a suspicious injury which may require further analysis by the medical examiner. The intraoral gunshot wound's path involved the tongue, fractured bones at the base of the skull, including occipital bone and resulted in devastating injuries of the inferior temporal lobes and vital structures at the base of the brain, including the brainstem and upper cervical spine.

Figure 3. Abrasion and contusion of Biker's right forehead. The presence of blood in connection to this injury makes it obvious that this injury is fresh. This image is cropped.

Redacted Image

Mr. Sherlock's right digits 3-5 show small abrasions, as depicted in figure 4 below. The best explanation for these injuries is insect (ants and see roaches) activity. I cannot exclude other pre-mortem modalities of trauma as the cause of these punctate abrasions.

Figure 4. Punctate abrasions of the right hand, digits 3, 4 and 5. This is a cropped image.



Figure 5 below showing the location of the semiautomatic pistol involved in this incident. The weapon found at the scene is a Sig Sauer 9mm semiautomatic. The handgun was located by Biker's left hip. The weapon shows the extended round magazine protruding from the gun.

Figure 5. The location of the gun next to Biker's left hip.



The exposed area of the extended magazine is covered with small blood spatter which is also seen on the magazine's bottom (see Composite Figure 6 and Figure 7 below).

Composite Figure 6. Fine blood spatter covering the exposed areas of the magazine.



The handgun showed blood spatter on the extended magazine, the top of the grip and only few specks of blood on the slide.

Figure 7. Magnification of the exposed blood-spattered magazine.



The scene also showed multiple projectile blood spatter over the rocks to the right of Mr. Sherlock and on the right arm and shoulder of his hoodie. Figure 8 below shows many blood spatter staining the rocks located to the right of Biker's body.

Figure 8. Multiple blood spatter at the scene to the right (North) of the body.



Projectile blood spatter is also documented on Biker's hoodie, right shoulder (see figure 9 below). This is evidence of projectile blood spatter predominantly toward the right side of the body.

Figure 9. Projectile blood spatter on clothing, right shoulder.

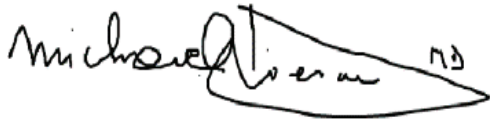
Redacted Image

Conclusion

The scenario surrounding Mr. Sherlock death is convoluted and unfortunately there are flaws in the investigation. From the forensic pathology aspect, the evidence is not conclusive as being a suicide due to coexistence of blunt force trauma to the forehead and the intraoral penetrating gunshot wound. The contusion abrasion of the right aspect of forehead occurred immediately prior to Mr. Sherlock's death. The injury was not well documented by the medical examiner and no histological sections from the scalp contusion were submitted for microscopy. As a matter of fact, no microscopy at all was performed in this case, which does not follow the **NAME** protocols.

It is my professional opinion, that at a minimum, the Medical Examiner should call the manner of death undetermined because there is physical evidence, not accounted for, that militates against a finding of Mr. Sherlock having committed suicide.

Michael Iliescu, MD

A handwritten signature in black ink that reads "Michael Iliescu MD". The signature is written in a cursive style with a large, sweeping flourish at the end.

ATTACHMENTS: San Diego MEO autopsy report, the investigative report, the toxicology report and CV.



County of San Diego

GLENN N. WAGNER, D.O.
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TEL: (858) 694-2895 FAX: (858) 495-5956

1/5/2016

INVESTIGATIVE REPORT

CALL INFO	NAME OF DECEASED (LAST, FIRST MIDDLE)		AKA		HIO	CASE NUMBER
	SHERLOCK, Michael De Carlo					15-02760
	INVESTIGATOR	REPORTED BY	REPORTING AGENCY			PREVIOUS WAIVE #
	Sandra Joseph	Officer Armstrong ID	San Diego County Medical Examiner			
	CALL DATE AND TIME		ARRIVAL DATE AND TIME		RETURN DATE AND TIME	
	12/03/2015	0703	12/03/2015	0810	12/03/2015 1300	
DECEDENT	DATE AND TIME OF DEATH		DATE OF BIRTH	AGE	GENDER	RACE
	12/03/2015 0634		01/25/1968	47 Years	Male	White
	RESIDENCE (STREET, CITY, STATE, ZIP)				COUNTY	LAST SEEN ALIVE
	5439 Westknoll Drive San Diego, CA 92109					12/2/2015 2000
	COUNTRY OF RESIDENCE	OCCUPATION			PAID AUTOPSY	
	USA	Self-employed				
DEATH	LOCATION OF DEATH			TYPE OF PLACE		
	Found, Tourmaline Surfing Park			Other		
	ADDRESS (STREET, CITY, STATE, ZIP)					
N 32 48 20 W 117 15 47 La Jolla, CA 92037						
SUMMARY						
<p>The decedent was a 47 year old, married, White male who resided in San Diego with his wife and two minor children. The decedent was last seen by his wife on the evening of 12/3/2015 when he was upset and said he was going to the beach. On the morning of 12/3/2015, a surfer at Tourmaline Surfing Park saw the decedent seated on the rocky beach against the cliff. As he approached, he saw blood on his face and a gun at his left hip. The surfer called 9-1-1. San Diego Police Department and San Diego Fire Department engine 21 responded to the scene and death was confirmed without intervention.</p> <p>Medical Examiner's jurisdiction invoked according to the California Government Code 27491: Death due to known or suspected suicide.</p>						
INCIDENT	LOCATION OF INCIDENT			INCIDENT PLACE TYPE		AT WORK AT RESIDENCE
	Beach					
	ADDRESS (STREET, CITY, STATE, ZIP)			COUNTY		
	N 32 48 20 W 117 15 47 La Jolla, CA 92037			San Diego		
	DATE AND TIME OF INCIDENT		INVESTIGATING AGENCY	OFFICER	BADGE #	REPORT #
12/03/2015 Unk		San Diego Police	Officer Armstrong	7324		
DECEDENT WAS		BELTED	HELMETED	POSITION	ON PRIVATE PROPERTY	
		Yes	No		Yes	No
VEHICLE				LICENSE NUMBER	STATE	
NOTIFICATION	IDENTIFIED BY		METHOD		DATE AND TIME	
	Sandra Joseph		Personal Effects		12/03/2015 0810	
	FUNERAL HOME		PROPERTY	PUBLIC ADMINISTRATOR	TYPE OF EXAM	
	Bayview Cremation & Burial		Yes No	Yes No	Autopsy	
	NAME OF NOK OR OTHER		RELATIONSHIP	DATE NOTIFIED		NOTIFIED BY
Amy Sherlock		Wife	12/3/2015		Other	
NAME OF NOK OR OTHER		RELATIONSHIP	DATE NOTIFIED		NOTIFIED BY	
Steve Lake		Brother in law	12/3/2015		Law Informant	

San Diego Medical Examiner
5570 Overland Avenue, Suite#101
San Diego, CA 92123-1206
(858) 694-2895

Case Number : 15-02760
Investigator : Sandra Joseph
Date of Death : 12/03/2015
Date Today : 01/05/2016

INVESTIGATIVE NARRATIVE

Decedent: Michael De Carlo Sherlock

Antemortem Events:

On 12/3/2015 at 0812 hours, I obtained the following information from San Diego Police Officer Armstrong ID 7324 at the scene. On the morning of 12/3/2015, a surfer at Tourmaline Surfing Park, just south of Bird Rock was walking along the rocky beach to see surf conditions. As he rounded a small point, he saw the decedent seated against the cliff wearing street clothes. He walked closer as the tide was up and saw the decedent had blood around his face and a gun at his left hip. The surfer went up the beach access steps to the intersection Sea Ridge Drive and Linda Way and flagged down Tad Hodgson, who had just arrived to surf. Tad Hodgson used his cell phone to call 9-1-1. Officer Armstrong and San Diego Fire Department Engine #21 responded to the scene. Paramedic McCain confirmed death without intervention due to obvious fatal head trauma.

On 12/3/2015, I obtained the following information from the decedent's brother in law, Steve Lake at the decedent's home on. Steve stated he had spoken with the decedent on 12/2/2015 and "he was in a funk". Steve told the decedent he was coming over and they spent several hours together. During that time, the decedent had presented Steve with a list of problems. Steve said they were all little things but the decedent appeared to be overwhelmed. They talked about tackling the problems one by one until they were gone. The decedent never made any suicidal threats or appeared to be in any distress. When Steve left the decedent appeared better. On the morning of 12/3/2015, Steve's sister, Amy Sherlock, the decedent's wife called him and said the decedent had left around 2000 hours to go to the beach and he had not come home. Amy heard reports of a death at the beach and she asked Steve to go see if it was the decedent. This particular stretch of beach was sentimental to Amy and it was a known location to the decedent. Steve went to the location and saw the decedent's Ford Flex. He spoke with police and was advised of the death.

Past Medical, Surgical, and Social History:

On 12/3/2015, I obtained the following information from the decedent's wife, Amy Sherlock, at her home in San Diego. He had become increasingly depressed over business losses. The decedent saw his primary care physician, Dr. Howard Williams of Scripps and was prescribed Ambien. They were trying to get him psychiatric help but no appointments were available until February 2016. The decedent did not smoke cigarettes or drink alcohol. He did smoke marijuana but had quit a few months ago. The decedent never made any threats or expressed any suicidal ideation. The decedent was in a BMX bicycle accident several years ago and his spleen was removed.

I obtained the following information from the office of Dr. Howard Williams, MD, the decedent's primary care physician. The decedent was seen on 3/9/2015 for an annual physical and to establish as a patient. History given was variety of injuries related to being a skateboarder, BMX rider and stuntman. The decedent had previous carpal tunnel surgery of both wrists, knee surgery and removal of his spleen three years previously. The decedent had a complaint of chronic back pain but was not on any medications at that time. On 11/12/2015, the decedent was seen for trouble sleeping and anxiety. He had lost his job and was sleeping poorly. His wife reported he snored very loudly and she had witnessed episodes of sleep apnea. The decedent stated he had a history of depression and took Wellbutrin for several years. He was diagnosed with sleep disturbance, obstructive sleep apnea, depression and back pain. He was started on Trazodone 50 mg tablets to be taken at bedtime.

Scene Description:

On 12/3/2015 at 0815 hours, I arrived at the scene. At the time of my arrival, the tide was going out and it was daylight. The area of the beach was comprised of large rocks overlying coarse sand. Some rocks were smooth and some were broken and had sharp edges. There were homes situated on the cliffs above the beach. There is a stairway leading from Sea Ridge Drive down to the beach which is frequented by surfers. There were seagulls on the beach and small crustaceans in proximity to the body. The decedent was seated with his back against the cliff at GPS Coordinates N 32 48

20 W 117 15 47. There were a few small droplets of blood spatter north of the body. A Sig Sauer 9mm semiautomatic handgun, serial number B246247 was against the decedent's left hip. The backstrap (back of the grip) was on the rocks and the magazine was partially ejected. There was one PMC 9mm Luger cartridge in magazine. There was rust on the weapon and the magazine. No casing was found during a search of the scene. The decedent's cell phone, wallet and keys were found in his pants pockets. The decedent's gray Ford Flex, California License Plate 6MP752 was parked on Linda Way. The vehicle was locked. The front seat appeared to be situated for someone of his reported height on the driver license of 5'10". The interior of the vehicle was very clean and neat. There was a crumpled white t-shirt in the rear of the vehicle and another shirt on a hanger. There was no blood inside the vehicle. There were no stains on the white t-shirt. The decedent's cell phone was fingerprint and password locked, however the notifications showed numerous missed phone calls and messages. The scene did not appear staged.

Body Description:

On 12/3/2015 at approximately 0825 hours, I viewed the body. The decedent was seated on the rocks with his legs extended straight in front of his body. His head was turned slightly to the right (North). His left hand was on his lap and his right hand was across rocks. There were a few small blood droplets North of the body. The decedent was wearing gray sweatpants, black hoodie zippered closed, red t-shirt and black lace shoes. There was a black ball cap was partially on and behind left shoulder. There were numerous ants and sea roaches on the body. There was drying blood from the right side of his mouth. There was small blood spatter around his mouth and drying blood from his right nostril. There was a large blood clot in his mouth. There was a contusion on his right forehead. I palpated a possible defect in his mouth but could not view it due to clotted blood. There was crepitus of his head and a large depression on the occipital area of his head. There was no defect visible on the scalp. At 0845 hours, clean white paper protective bags were placed over his hands.

On 12/3/2015 at 0920 hours, 92M Transport personnel E. Arenas and Y. Andre placed the decedent in a clean, white pouch and blue tamper evident seal 4141517 was affixed to the pouch for transport to the Medical Examiner's Office.

Special Requests:

There were no special requests.

Identification:

I identified the decedent from his California Driver License #B3811759.

Antemortem Specimens:

Not applicable.

Public Administrator:

A referral to the Public Administrator was not requested.

Other Important Factors:

There were no other important factors.

Signed: 
Sandra Joseph
Medical Examiner Investigator

Date Signed: 1/3/2016

Approved by: 



County of San Diego

GLENN N. WAGNER, D.O.
CHIEF MEDICAL EXAMINER

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AUTOPSY REPORT

Name:	MICHAEL DE CARLO SHERLOCK	ME#:	15-2760
Place of death:	Tourmaline Surfing Park N 32 48 20 W 117 15 47	Age:	47 Years
Date of death:	Found, December 3, 2015; 0634 Hours	Sex:	Male

Date of autopsy: December 4, 2015; 0915 Hours

CAUSE OF DEATH: PENETRATING INTRAORAL GUNSHOT WOUND

MANNER OF DEATH: SUICIDE

AUTOPSY SUMMARY:

- I. Penetrating intraoral gunshot wound:
 - A. Entrance: oral cavity/posterior pharynx.
 - B. Injury to: oral cavity, posterior pharynx, brainstem/upper cervical spinal cord, base of skull, and structures of posterior neck.
 - C. Exit: none.
 - D. Recovered: partially deformed copper-colored jacketed bullet recovered from tissue of posterior aspect of neck.
 - E. Wound pathway: the wound pathway directed front-to-back and upward with no significant right/left deviation.
 - F. Associated injuries: hemorrhage along wound path, subarachnoid hemorrhage greater at base and right side of brain, subdural hemorrhage (approximately 20 ml), linear fractures of anterior cranial fossae and right and left sides of posterior cranial fossa, contusions of inferior temporal lobes of brain, hemoaspiration, fine oral stretch marks on right and left aspects of skin of lips, and multiple contusions and abrasions of lower lip.

- II. Other injuries:
 - A. Abrasions and contusions of forehead, chin, posterior aspect of right hand, and right leg.

- III. No evidence of significant natural disease identified.
- IV. Other findings:
 - A. Extensive peritoneal adhesions and absent spleen status post remote splenectomy.
- V. Toxicological testing not contributory.

OPINION: According to the investigative information, the decedent was a 47-year-old White male who lived in San Diego with his wife and two minor children. The decedent was last seen alive on December 2nd around 2000 hours, when he was upset and said he was going to the beach. On the morning of December 3rd, a surfer at Tourmaline Surfing Park saw the decedent seated on a rocky portion of the beach against a cliff. As he approached he saw the decedent had blood on his face and a gun at his left hip. The surfer called 911. San Diego Police Department and San Diego Fire Department Engine 21 responded to the scene and death was confirmed without intervention. The decedent's brother stated that the decedent was "in a funk." The brother told the decedent he was coming over to his residence and they spent several hours together. During that time, the decedent presented to his brother a list of problems that Steve thought were all little things, but the decedent apparently appeared overwhelmed. They talked about tackling the problems one by one until they were gone. The decedent never made suicidal threats or appeared to be in any distress. When his brother left, the decedent appeared better.

At the scene, the brother located the decedent's vehicle close by. The decedent had a primary care physician and was prescribed Ambien at some point because he was becoming increasingly depressed over business losses. The family was trying to get him psychiatric help, but no appointments were available until February of 2016. The decedent reportedly did not smoke cigarettes or drink alcohol. He did smoke marijuana. He never made any threats or expressed suicidal ideation. Per the decedent's wife, the decedent had remote surgery and his spleen was removed after a BMX accident. According to medical records review, the decedent had a history of sleep disturbance, obstructive sleep apnea, depression, and back pain.

The autopsy documented a well-developed, well-nourished male appearing the stated age of 47 years. There was an intraoral gunshot wound that injured the tongue, posterior pharynx, brainstem/upper cervical spinal cord, base of skull, and soft tissues of posterior aspect of the neck. No exit wound was identified. A partially deformed copper-colored jacketed bullet was recovered from the soft tissue of the posterior neck at autopsy. The wound pathway was directed front-to-back and upward with no significant right/left deviation. There was evidence of close range discharge of a firearm (soot surrounding tongue injury). There were other minor injuries to include scattered abrasions. There was

no evidence of significant natural disease. There was evidence of a remote splenectomy. Toxicological testing detected no ethanol or common drugs of abuse in the blood.

Based on the autopsy findings and the circumstances surrounding the death, as currently understood, the cause of death is **penetrating intraoral gunshot wound**, and the manner of death is **suicide**.

ROBERT STABLEY, M.D.
Deputy Medical Examiner

Date signed:

The autopsy was performed at the Office of the San Diego County Medical Examiner on December 4, 2015 beginning at 0915 hours.

IDENTIFICATION: The body is identified by two Medical Examiner's identification bands on the right ankle bearing the decedent's name and case number.

WITNESSES: Assisting with the autopsy is Forensic Autopsy Specialist Stephen Hannum. There are no outside observers.

CLOTHING AND PERSONAL EFFECTS: A brown paper bag containing clothing accompanies the body at autopsy. In addition, a black, long-sleeved, zipper down the middle sweatshirt and a short-sleeved, red T-shirt are on the body. There are no obvious defects on the shirt or the sweatshirt. White paper bags cover the hands and are secured with tape; they are removed and discarded due to lack of evidentiary value.

EVIDENCE OF MEDICAL INTERVENTION: There is no evidence of medical intervention identified at autopsy.

EXTERNAL EXAMINATION

Injuries are fully described in the "Evidence of Injury" section below. The body is that of a well-developed, well-nourished male. The body weighs 187 pounds, is approximately 67 inches in length, and appears compatible with the reported age of 47 years. The body is well preserved, cold, and has not been embalmed.

The head is injured. The scalp hair is brown with streaks of gray and approximately 21/2 inches long. The face is clean shaven. The irides are green. The corneas are cloudy. The conjunctivae and sclerae are unremarkable. No petechial hemorrhages are seen. The external auditory canals, external nares, and oral cavity contain blood. The ears and earlobes are unremarkable. The nasal skeleton and maxilla are palpably intact. The lips and oral mucous membranes are injured. The teeth are natural. Examination of the neck reveals no gross evidence of injury.

The chest is symmetrical. The breasts are those of an adult male with no palpable masses. The abdomen is flat and soft. A vertical midline surgical scar extends from the epigastrium to approximately 3 inches inferior to the umbilicus. No other obvious surgical scars are seen. The back is symmetrical and unremarkable.

The extremities are symmetric and normally formed without track marks, ventral wrist scars, edema, deformities, or amputations. The fingernails and toenails are intact. There is blood on both hands. No obvious soot or gunshot residue is identified.

The genitalia are those of an adult male with bilaterally descended testes palpated within the scrotum.

SCARS AND OTHER IDENTIFYING MARKS: Scattered incidental scars are on the body.

TATTOOS: None.

POSTMORTEM CHANGES: The body is cold. Rigor is moderate in all extremities and in the jaw. Lividity is unfixated on the posterior surface of the body except in areas exposed to pressure.

EVIDENCE OF INJURY

PENETRATING INTRAORAL GUNSHOT WOUND:

In the oral cavity located midline is an entrance gunshot wound located approximately 9 inches below the top of the head. No obvious soot surrounds the wound. There is injury to the oral mucosa, tongue (1-3/4 x 1-1/2 inch stellate injury with soot surrounding the wound), soft palate to include uvula, posterior pharynx, clivus of base of skull, brainstem/upper spinal cord (transected), and soft tissue of posterior aspect of neck. No exit wound is identified. A partially deformed copper-colored jacketed bullet is recovered from the soft tissue of the posterior aspect of the neck. The bullet pathway is directed front-to-back and upward with no significant right/left deviation. Associated with this gunshot wound is hemorrhage along the wound path, subarachnoid hemorrhage greater at the base and right side of the brain, subdural hemorrhage (approximately 20 ml), linear fractures of the anterior cranial fossae and right and left sides of the posterior cranial fossa, contusions of the inferior temporal lobes of the brain, hemoaspiration, fine oral stretch marks on right and left aspects of skin of lips, and multiple contusions and abrasions of the lower lip.

MINOR INJURIES:

A 1 x 1 inch red abrasion is on the right forehead, just above the lateral aspect of the right eyebrow. A 1/16 inch round abrasion is on the chin region. Multiple abrasions are on the posterior aspect of the right hand and digits of the right hand. A 1 x 1 inch faint red-pink contusion is on the anterolateral aspect of the distal right leg.

INTERNAL EXAMINATION

ABDOMINAL WALL: The subcutaneous fat layer measures up to 3.0 cm thick.

BODY CAVITIES: There are extensive adhesions in the peritoneal cavity. The pleural and pericardial cavities are free of adhesions. All body cavities contain normal amounts

of serous fluid. All body organs are present in their normal anatomical position, with the exception of the spleen, which is surgically absent. The diaphragm is intact.

CARDIOVASCULAR SYSTEM: The 420 gram heart has a normal shape and is contained in an intact pericardial sac. The epicardial surface is smooth with minimal fat investment. The coronary arteries arise normally with widely patent ostia and are present in a normal distribution, with a right-dominant pattern. Cross sections of the coronary arteries demonstrate up to 25% eccentric luminal narrowing of the mid left anterior descending coronary artery with partially calcified atherosclerotic plaques. The myocardium is homogenous, red-brown, and firm. The valve leaflets are thin and mobile. The walls of the left ventricle, interventricular septum, and right ventricle are 1.5 cm, 1.4 cm, and 0.2 cm thick, respectively. The endocardium of the heart is smooth and glistening. The aorta gives rise to three intact and patent arch vessels and contains minimal atherosclerosis. The renal and mesenteric vessels are unremarkable. The pulmonary arteries are normally developed, patent and without thrombus or embolus.

RESPIRATORY SYSTEM: The upper airway is clear of debris and foreign material. The mucosal surfaces are smooth, yellow-tan and unremarkable. The pleural surfaces are smooth, glistening and unremarkable bilaterally. The right lung weighs 810 grams. The left lung weighs 720 grams. The pulmonary parenchyma is congested and edematous, exuding moderate amounts of blood and frothy fluid and exhibits an aspiration pattern. A small amount of anthracotic pigment is seen. No focal lesions are noted.

HEPATOBIILIARY SYSTEM: The 1740 gram liver has an intact smooth capsule covering a congested, tan-brown parenchyma with no focal lesions noted. The gallbladder contains approximately 40 ml of green-brown, mucoid bile; the mucosa is velvety and unremarkable. The extrahepatic biliary tree is patent without evidence of calculi.

LYMPHORETICULAR SYSTEM: The spleen is not identified status post remote surgical resection. Lymph nodes in the hilar, periaortic and iliac regions are not enlarged.

GASTROINTESTINAL SYSTEM: The esophagus is lined by gray-white, smooth mucosa. The gastric mucosa is arranged in the usual rugal folds and the lumen contains 175 ml of dark red, opaque fluid with partially-digested food particles. No pills, pill fragments, or capsules are present. The small bowel and colon are unremarkable. The pancreas has a normal pink-tan lobulated appearance. The appendix is grossly unremarkable.

GENITOURINARY SYSTEM: The right kidney weighs 170 grams; the left 190 grams. The renal capsules are smooth and thin, semi-transparent and strip with ease from the

underlying red-brown cortical surfaces. The cortices are sharply delineated from the medullary pyramids, which are red-purple to tan and unremarkable. The calyces, pelves and ureters are unremarkable. White bladder mucosa overlies an intact bladder wall. The bladder contains less than 5 ml of cloudy, yellow urine. The prostate gland and seminal vesicles are without note. The testes are palpably unremarkable.

ENDOCRINE SYSTEM: The pituitary gland is grossly unremarkable. The thyroid gland is symmetric and red-brown, without cystic or nodular change. The right and left adrenal glands are intact with bright yellow cortices and red-brown medullae; no masses or areas of hemorrhage are identified.

NECK: See "Evidence of Injury." The anterior strap muscles of the neck are homogenous and red-brown, without hemorrhage. The thyroid cartilage and hyoid bone are intact. The larynx is lined by intact white mucosa. Incision and dissection of the posterior neck demonstrates deep paracervical muscle injury, hemorrhage, and a partially deformed copper-colored jacketed bullet that is recovered at autopsy.

MUSCULOSKELETAL SYSTEM: See "Evidence of Injury." No non-traumatic abnormalities of muscle or bone are identified.

HEAD AND CENTRAL NERVOUS SYSTEM: See "Evidence of Injury." The scalp is atraumatic. The galeal, subgaleal soft tissues of the scalp, and temporal muscles are free of injury. The dura mater and falx cerebri are intact. There is no epidural hemorrhage present. The leptomeninges are thin and delicate. The cerebral hemispheres have an unremarkable pattern of gyri and sulci. The blood vessels at the base of the brain are without significant atherosclerosis. The brain weighs 1470 grams. Coronal sections through the cerebral hemispheres reveal no non-traumatic lesions. The ventricles of the brain are of normal size and contain clear cerebrospinal fluid. Transverse sections through the brainstem, cerebellum, and upper spinal cord reveal no non-traumatic lesions. The tongue is injured.

SPECIMENS RETAINED

TOXICOLOGY: The following specimens are submitted for toxicology: central and peripheral blood, vitreous humor, liver, and gastric contents.

HISTOLOGY: Portions of tissues and major organs are retained in formalin. No sections are submitted for microscopic examination.

PHOTOGRAPHS: Digital identification photographs and photographs of injuries and projectile are taken.

RADIOGRAPHS: X-rays of the head and neck are taken and reveal a metallic object in the posterior aspect of the neck, which is recovered at autopsy and determined to be a partially deformed projectile.

RS:lcb

D: 12/4/15 T: 12/15/15

Rev. 12/28/15 lcb



County of San Diego

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TOXICOLOGY REPORT

Name: **SHERLOCK, Michael De Carlo**
 Medical Examiner Number: **15-02760**
 Date of Death: **12/03/2015**
 Time of Death: **06:34**
 Pathologist: **Robert Stabley, M.D.**
 Specimens Received: **Central Blood, Gastric, Liver, Peripheral Blood 1, Peripheral Blood 2, Vitreous**
 Date Specimens Received: **12/07/2015**

<u>Test Name (Method of Analysis)</u>	<u>Specimen Tested</u>	<u>Result</u>
<u>Alcohol Analysis (GC/FID-Headspace)</u>	Peripheral Blood 2	
Alcohol (Ethanol)		Not Detected
Acetone, Methanol, Isopropanol		Not Detected
<u>Drugs of Abuse Screen (ELISA)</u>	Central Blood	
Cocaine metabolites		Not Detected
Amphetamines		Not Detected
Opiates		Not Detected
Benzodiazepines		Not Detected
Fentanyl		Not Detected
Cannabinoids		Not Detected
Phencyclidine (PCP)		Not Detected
Oxycodone		Not Detected
Methadone		Not Detected
Zolpidem		Not Detected
Carisoprodol		Not Detected
Buprenorphine		Not Detected

Unless otherwise requested, all specimens will be destroyed six (6) months after the closure of the case by the Medical Examiner
 End Results

Approved and Signed: _____ Reviewed: _____
 12/14/2015 Iain M. McIntyre, Ph.D. Amber Trochta
 Forensic Toxicology Laboratory Manager Toxicologist II
 (All Inquiries/Correspondence)

Michael Ilescu, MD

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Chandler, AZ 85248
(480) 786-4256

www.medexaminer.net

EIN 201028327

EDUCATION

- 1999-2000 **Broward County Medical Examiner's Office**
Fellowship in Forensic Pathology
- 1995-1999 **Winthrop University Hospital, NY**
AP/CP resident
- 1977-1986 **Medical Institute of Timisoara, Romania**
Doctor of Medicine, Specialty Family Practitioner

HONORS AND AWARDS

- 1977-1983 **Timis Scholar-Tuition Scholarship**
Timis State Higher Education Coordinating Board. Award recognizing academic achievement and leadership activities of two university students per legislative district

EMPLOYMENT HISTORY

- 2003-Present **Autopsy & Forensic Services, Inc.**
Owner/forensic consultant
- 2005-Present **Hannon Biomechanics Analysis**
Forensic consultant
- 2007-2008 **King County Medical Examiner's Office**
Assistant medical examiner
- 2001-2003 **Coconino County Medical Examiner's Office**
Medical Examiner
- 2000-2002 **Maricopa County Medical Examiner's Office**
Medical Examiner
- 1983-1991 **Family Practitioner**
Romania

TEACHING EXPERIENCE

- 2013-2020 **Adjunct Faculty**
University of Science, Arts and Technology, Montserrat
- 2011-Present **Faculty and Chairperson of Western Medical Sciences Department**
Phoenix Institute of Herbal Medicine and Acupuncture
- 2007 **Advisory board member, forensic section**
University of Washington Extension. Forensics Program

2007	Faculty - Department of Basic Medical Sciences American Medical College of Homeopathy
2006-Present	Chief Medical Officer US DHHS, Disaster mortuary operational response team 9 (DMORT-9)
2005-2019	Adjunct Faculty Scottsdale Community College – Administration of Justice Department
2003-2004	Adjunct Faculty Northern Arizona University – Administration of Justice Department
2004	Adjunct Faculty Coconino Community College – Administration of Justice Department
1990-1991	Assistant Professor Medical University of Timisoara, Romania – Biochemistry Department

PRESENTATIONS AND PUBLICATIONS

Michael Iliescu, MD, Ashley Tessarolo, Kelsey Nelson, and Michelle Iliescu (2017) Technique of interpretation of point of impact injuries by using helmet deconstruction, Journal of Forensic Sciences and Criminal Investigations- December, Volume 6(5)

Hannon, Patrick and Iliescu, Michael (2014) The role of forensic biomechanics/medicine in physical child abuse, Journal of Forensic Biomechanics- March, Volume 5(1)

Book published as a contributor: Hannon, Patrick and Knapp, Kerry, (2006; 2008) Forensic Biomechanics, 2nd edition, published in 2020, Chapter 10, Lawyers and Judges Publishing Co., Tucson, Arizona

Michael Iliescu, MD and other speakers. “Management of Mass Disasters”; “Death Investigation Techniques in Child Abuse”, Alaska Peace Officers Association annual conference, 2011 Anchorage Police Chapter

Michael Iliescu, MD and other speakers: The Sixth International Congress of Forensic Sciences, key note speaker (Forensic Autopsy), May 2010, Puerto Vallarta, Mexico

Michael Iliescu, MD and other speakers. “Basic Forensic Pathology; Death Investigation Techniques”, Alaska police association annual conference, 2009 Kenai Police Department

Michael Iliescu, MD and other speakers. “NTSB mass fatality incident management.” Organized and presented at NDMS, DMORT-9 annual training, 2007

Mary Dudley, MD and Michael Iliescu, MD. “Forensic Medical Investigation, Comprehensive Review.” Phoenix, Kansas City and Atlantic City, 2006 and 2007.

Michael Iliescu, MD. “Katrina Mission, how identification of the victims was made.” Seminar organized and presented at Scottsdale Community College, 2006

Michael Iliescu, MD and Patrick Hannon, PhD. “Biomechanics of motorcycle accidents.” Southwestern Association of Traffic Accident Investigators Symposium, 2006

Michael Iliescu, MD. "Role of the medical examiner in death investigation." Chandler Citizens Police Academy, 2005 and 2006

Michael Iliescu, MD. "Death Investigation." Organized and presented for Arizona Funeral Home Directors Association, 2004 and 2005

Michael Iliescu, MD. "Role of the medical examiner in death investigation." Flagstaff Citizens Police Academy, 2002 and 2003

Michael Iliescu, MD. "Death Investigation Methodology." Seminar organized and presented for Coconino County Law Enforcement Agencies, 2002

Michael Iliescu, MD. "Death Investigation Methodology." Seminar organized and presented for National Park Services and Coconino County Sherriff's Office, 2002

Michael Iliescu, MD. "Death investigation", seminar presented by Washington state association of coroners and medical examiners, 2008.

MEMBERSHIPS/LICENSES

2000 **Medical license in Arizona**

Medical Licenses

Arizona

Exhibit G



City of San Diego
 Development Services
 1222 First Ave., MS-302
 San Diego, CA 92101
 (619) 446-5000

Ownership Disclosure Statement

Approval Type: Check appropriate box for type of approval (s) requested: Neighborhood Use Permit Coastal Development Permit
 Neighborhood Development Permit Site Development Permit Planned Development Permit Conditional Use Permit
 Variance Tentative Map Vesting Tentative Map Map Waiver Land Use Plan Amendment Other

Project Title

8863 Balboa Ste. E MMCC

Project No. For City Use Only

368347

Project Address:

8863 Balboa Ave., Ste. E, San Diego, CA 92123

Part I - To be completed when property is held by Individual(s)

By signing the Ownership Disclosure Statement, the owner(s) acknowledge that an application for a permit, map or other matter, as identified above, will be filed with the City of San Diego on the subject property, with the intent to record an encumbrance against the property. Please list below the owner(s) and tenant(s) (if applicable) of the above referenced property. The list must include the names and addresses of all persons who have an interest in the property, recorded or otherwise, and state the type of property interest (e.g., tenants who will benefit from the permit, all individuals who own the property). A signature is required of at least one of the property owners. Attach additional pages if needed. A signature from the Assistant Executive Director of the San Diego Redevelopment Agency shall be required for all project parcels for which a Disposition and Development Agreement (DDA) has been approved / executed by the City Council. Note: The applicant is responsible for notifying the Project Manager of any changes in ownership during the time the application is being processed or considered. Changes in ownership are to be given to the Project Manager at least thirty days prior to any public hearing on the subject property. Failure to provide accurate and current ownership information could result in a delay in the hearing process.

Additional pages attached Yes No

Name of Individual (type or print):

Maria T. Sandoval

Owner Tenant/Lessee Redevelopment Agency

Street Address:

7359 Hyatt St.

City/State/Zip:

San Diego, CA. 92111

Phone No:

619-906-9587

Fax No:

Date:
Apr 23, 2014

Signature:

Name of Individual (type or print):

Owner Tenant/Lessee Redevelopment Agency

Street Address:

City/State/Zip:

Phone No:

Fax No:

Signature:

Date:

Name of Individual (type or print):

Owner Tenant/Lessee Redevelopment Agency

Street Address:

City/State/Zip:

Phone No:

Fax No:

Signature:

Date:

Name of Individual (type or print):

Owner Tenant/Lessee Redevelopment Agency

Street Address:

City/State/Zip:

Phone No:

Fax No:

Signature:

Date:

Project Title: 8863 BALBOA STREET MMLC Project No. (For City Use Only)

Part II - To be completed when property is held by a corporation or partnership

Legal Status (please check):

Corporation Limited Liability -or- General) What State? CA Corporate Identification No. 8667892
 Partnership CALIFORNIA CONSUMER COOPERATIVE

By signing the Ownership Disclosure Statement, the owner(s) acknowledge that an application for a permit, map or other matter, as identified above, will be filed with the City of San Diego on the subject property with the intent to record an encumbrance against the property. Please list below the names, titles and addresses of all persons who have an interest in the property, recorded or otherwise, and state the type of property interest (e.g., tenants who will benefit from the permit, all corporate officers, and all partners in a partnership who own the property). A signature is required of at least one of the corporate officers or partners who own the property. Attach additional pages if needed. Note: The applicant is responsible for notifying the Project Manager of any changes in ownership during the time the application is being processed or considered. Changes in ownership are to be given to the Project Manager at least thirty days prior to any public hearing on the subject property. Failure to provide accurate and current ownership information could result in a delay in the hearing process. Additional pages attached Yes No

Corporate/Partnership Name (type or print):
UNITED PATIENTS CONSUMER COOP.
 Owner Tenant/Lessee
 Street Address:
5666 LA JOLLA BLVD. # 15
 City/State/Zip:
SAN DIEGO, CA 92037
 Phone No: (619) 851-5403 Fax No:
 Name of Corporate Officer/Partner (type or print):
MICHAEL D. SHERLOCK
 Title (type or print):
AUTHORIZED SIGNER/PARTNER
 Signature: Michael D. Sherlock Date: 4/23/14

Corporate/Partnership Name (type or print):

 Owner Tenant/Lessee
 Street Address:

 City/State/Zip:

 Phone No: _____ Fax No:
 Name of Corporate Officer/Partner (type or print):

 Title (type or print):

 Signature: _____ Date: _____

Corporate/Partnership Name (type or print):

 Owner Tenant/Lessee
 Street Address:

 City/State/Zip:

 Phone No: _____ Fax No:
 Name of Corporate Officer/Partner (type or print):

 Title (type or print):

 Signature: _____ Date: _____

Corporate/Partnership Name (type or print):

 Owner Tenant/Lessee
 Street Address:

 City/State/Zip:

 Phone No: _____ Fax No:
 Name of Corporate Officer/Partner (type or print):

 Title (type or print):

 Signature: _____ Date: _____

Corporate/Partnership Name (type or print):

 Owner Tenant/Lessee
 Street Address:

 City/State/Zip:

 Phone No: _____ Fax No:
 Name of Corporate Officer/Partner (type or print):

 Title (type or print):

 Signature: _____ Date: _____

Corporate/Partnership Name (type or print):

 Owner Tenant/Lessee
 Street Address:

 City/State/Zip:

 Phone No: _____ Fax No:
 Name of Corporate Officer/Partner (type or print):

 Title (type or print):

 Signature: _____ Date: _____

Exhibit H



City of San Diego
 Development Services
 1222 First Ave., MS-501
 San Diego, CA 92101
 (619) 446-5000

THE CITY OF SAN DIEGO

Medical Marijuana Consumer Cooperative Permit

FORM
 DS-191

FEBRUARY 2015

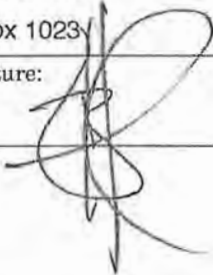
Pursuant to Chapter 4, Article 2, Division 15 of the San Diego Municipal Code, a permit must be obtained once a Medical Marijuana Consumer Cooperative (MMCC) Conditional Use Permit (CUP) has been approved and prior to operating the MMCC. MMCC Permits issued pursuant to this Division shall be valid for **one year**. The MMCC must comply with San Diego Municipal Code, Chapter 4, Article 2, Division 15, the regulating CUP, and all applicable City, County, State and Federal Regulations. **Any other permits or licenses required by law must be obtained from the appropriate agency.**

Business Name:		Telephone No.:	
San Diego Patients Consumer Cooperative Corporation		(858) 220-0770	
Business Address:	City:	State:	Zip Code:
8863 Balboa Ave Unit E	San Diego	CA	92123
Conditional Use Permit No.:	Date of Approval:	Recordation Date of CUP:	
1296130	07/9/2015	7/29/2015	
Conditional Use Permit PTS No.:	CUP Expiration Date:		
368347	7/9/2020		

The MMCC's responsible person or responsible managing officer must complete the following section and sign where indicated.

I am aware that the business described above is subject to the Medical Marijuana Consumer Cooperative regulations in the San Diego Municipal Code Chapter 4, Article 2, Division 15, and the regulating Conditional Use Permit. MMCC Permits issued pursuant to this Division shall be valid for **one year**. I have a copy of the aforementioned codes, have read them, and certify that the proposed business will comply with all requirements including, but not limited to, required fingerprinting and criminal history checks of all responsible persons, and limitations related to age of responsible persons.

Responsible Managing Officer or Responsible Person Name:
 Bradford Harcourt

E-mail Address:	Telephone No.:		
bharcourt@fullcirclecompany.com	(858) 220-0770		
Mailing Address:	City:	State:	Zip Code:
Po Box 1023	La Jolla	CA	92038
Signature:	Date:		
	2-24-16		

FOR CITY USE ONLY

Conditional Use Permit No.: 1296130

Recordation Date of CUP: 7/29/2015

CUP Expiration Date: 7/9/2020

Staff shall check each box once the item is addressed.

- The business address matches the address approved in the Conditional Use Permit for the Medical Marijuana Consumer Cooperative.
- The responsible person(s)¹ completed and submitted the Live Scan form and Form DS-192 to the San Diego Police Department (SDPD) for a criminal background check. Development Services has received the form back from SDPD verifying that the responsible persons(s) comply with SDMC Section 42.1507.
- The applicant has been provided copies of San Diego Municipal Code Chapter 4, Division 4, Article 15 and a copy of this permit.
- This permit and the following have been placed in the original Conditional Use Permit file:
 - Recorded CUP.
 - Articles of Incorporation certified by the Secretary of State.
 - Form DS-192 for each responsible person(s) signed by the SDPD verifying that each responsible person(s) has passed the criminal background check.

APPROVED **DENIED**

By: EDITH GUTIERREZ 
PRINT NAME

Date: 3/17/16

1. Responsible persons includes an employee and each person upon whom a duty, requirement or obligation is imposed by this Division, or who is otherwise responsible for the operation, management, direction, or policy of a medical marijuana consumer cooperative. It also includes an employee who is in apparent charge of the medical marijuana consumer cooperative.



Approval

9/21/22 11:02 am

THE CITY OF SAN DIEGO
Development Services Department
1222 1st Avenue, San Diego, CA 92101-4154

Page 1 of 1

L64A-005

Project Information

Project Nbr: 538985	Title: 8863 Balboa MMCC - SDPCC 2BG	*520005*
Project Mgr: Tirandazi, Firouzeh	(619)446-5325	ftirandazi@saniego.gov

Approval Information

Approval Nbr: 18 96621	Type: Special Permit	Status: Issued	*1896621*
Issued: 02/27/2017 9:22 am	Issued By: Tirandazi, Firouzeh	Permit Holder: Harcourt, Brad	
Completed:	Completed By:	Owner Occupied: <input type="checkbox"/>	Overridden: <input type="checkbox"/>
Extension Qty: 0	Extended By:	Cancel Reason:	
Scope: 2nd Year Background Permit for San Diego Patients Cooperative Corporation.		Precancel Status:	
		Land Doc Type:	
		Recorded Map No.:	
		Recorded Date:	

Job Location (8863 BALBOA AV)

<u>Address</u>	<u>Assessor Parcel</u>
8863 BALBOA AV	369-150-1323

Exhibit I

City of San Diego MMCC Permit

8863 Balboa Avenue San Diego, CA 92123

Subsequent to a September 2022 FOIA request, it is apparent that when Michael “Biker” Sherlock died of an [apparent suicide](#) in December of 2015, the Conditional Use Permit (“CUP”) that he had successfully acquired to operate a licensed marijuana dispensary at this location, provided for the transfer of that license into his widow, Amy Sherlock’s, name. Ms. Sherlock was not aware that this transfer took place. No background checks on Ms. Sherlock ever took place and she never sold, gifted or relinquished control of the CUP to any of the parties who currently hold title to that CUP. The documents contained herein, provided by the City of San Diego Development Services Department as a result of that FOIA request, will support what we have come to learn, was the transfer of the 8863 Balboa CUP into Ms. Sherlock’s name.

The City of **SAN DIEGO** OpenDSD
Development Services Department

OpenDSD Approval Search Invoice Search Maps

Approval #1675894 - Special Permit

Application Issuance 03/17/2016 Inspection Completion

Approval Information	
Status	Issued
Issued	03/17/2016
Issued by	Gutierrez, Edith
Permit Holder	Amy Sherlock
Net Change DU	
Valuation	\$0.00
Sq. Footage	
First Inspection	
Complete Date	
Scope	Background Checks
Job	
Map	
Address	8863 BALBOA AV
APN	369-150-13-23
BC Codes	
Project	
Project ID	467963
Account	
Admin Hold	No
Project Name	8863 Balboa MMCC Permit
Project Contact	Gutierrez, Edith (619)446-5000 dsdprojectinfo@sandiego.gov
Project Scope	Backgrounds

Type	Category	Quantity	Type Unit	Status
There are no Fees associated with this approval				

Exceptions >

Inspections >

Issues >

Dependent Approvals >

Dependent Packages >

Project 467963 - 8863 Balboa MMCC Permit

Project Information	
Scope	Backgrounds
Administrative Hold	
DSD Contact	Gutierrez, Edith (619)446-5000 dsdprojectinfo@sandiego.gov
Application Expiration	

Customer Information		
Customer	Firm	Role
Amy Sherlock		Point of Contact

Review Cycles

Jobs			
8863 BALBOA AV			
Address	8863 BALBOA AV		
Assessors Parcel Number	369-150-13-23 [XXXX-XX]		
Approvals			
Approval ID	Type	Status	Issue Date
1075804	Special Permit	Issued	03/17/2018
Sign Offs			
Discipline	Sign Off Date	No Job Sign-Offs specified	

Fees				
Fee	Category	Quantity	Units	Status
There are no Fees associated with this project				

Invoices		
Invoice	Issued	Status
There are no Invoices associated with this project		



Project Issues

9/20/22 2:17 pm

THE CITY OF SAN DIEGO
Development Services Department
1222 1st Avenue, San Diego, CA 92101-4154

Page 1 of 2

L64A-004

Project Information

Project Nbr: 467963	Title: 8863 Balboa MMCC Permit	*467963*
Project Mgr: Gutierrez, Edith	(619) 446-5117	egutierrez@sandiego.gov

Review Information

Cycle Type: 1 Code Enforcement (Appmt)	Submitted: Deemed Complete on 03/17/2016
Reviewing Discipline: Code Enforcement	Cycle Distributed:
Reviewer: Sennett, Leslie (619) 446-5086 Lsennett@sandiego.gov	Assigned: 03/17/2016
Hours of Review: 0.10	Started: 03/17/2016
Next Review Method: Code Enforcement (Appmt)	Review Due: 01/25/2016
	Completed: 03/17/2016 COMPLETED LATE
	Closed: 03/17/2016

- . We request a 2nd complete submittal for Code Enforcement on this project as: Code Enforcement (Appmt).
- . Your project still has 1 outstanding review issues with Code Enforcement (all of which are new).
- . Last month Code Enforcement performed 12 reviews, 33.3% were on-time, and 91.7% were on projects at less than < 3 complete submittals.

Criminal Background

<u>Cleared?</u>	<u>Issue Num</u>	<u>Issue Text</u>
<input type="checkbox"/>	1	All Responsible Persons Have Passed Background Check / Permit Issued (New Issue)

For questions regarding the 'Code Enforcement' review, please call Leslie Sennett at (619) 446-5086. Project Nbr: 467963 / Cycle: 1



L64A-004

Review Information

Cycle Type: 2 Code Enforcement (Appmt) **Submitted:**
Reviewing Discipline: Code Enforcement **Cycle Distributed:**
Reviewer: Sennett, Leslie **Assigned:**
(619) 446-5086 **Started:**
Lsennett@sandiego.gov **Review Due:**
Hours of Review: 0.00 **Completed:**
Next Review Method: Code Enforcement (Appmt) **Closed:** 03/17/2016

Your project still has 1 outstanding review issues with Code Enforcement (None of which are new)

Criminal Background

<u>Cleared?</u>	<u>Issue Num</u>	<u>Issue Text</u>
<input type="checkbox"/>	1	All Responsible Persons Have Passed Background Check / Permit Issued (From Cycle 1)





Approval

9/20/22 2:15 pm

THE CITY OF SAN DIEGO
Development Services Department
1222 1st Avenue, San Diego, CA 92101-4154

Page 1 of 1

L64A-005

Project Information

Project Nbr: 467963	Title: 8863 Balboa MMCC Permit	*167062*
Project Mgr: Gutierrez, Edith	(619)446-5117	egutierrez@sandiego.gov

Approval Information

Approval Nbr: 16 75894	Type: Special Permit	Status: Issued	*1675894*
Issued: 03/17/2016 2:45 pm	Issued By: Gutierrez, Edith	Permit Holder: Sherlock , Amy	
Completed:	Completed By:	Owner Occupied: <input type="checkbox"/>	Overridden: <input type="checkbox"/>
Extension Qty: 0	Extended By:	Cancel Reason:	
Scope: Background Checks		Precancel Status:	
		Land Doc Type:	
		Recorded Map No.:	
		Recorded Date:	

Job Location (8863 BALBOA AV)

<u>Address</u>	<u>Assessor Parcel</u>
8863 BALBOA AV	369-150-1323

Exhibit J

1 Michael J. Aguirre, Esq., SBN 060402
2 Maria C. Severson, Esq., SBN 173967
3 AGUIRRE & SEVERSON LLP
4 501 West Broadway, Suite 1050
5 San Diego, CA 92101
6 Telephone: (619) 876-5364
7 Facsimile: (619) 876-5368

8 Attorneys for Plaintiffs

FILED
Clerk of the Superior Court
JUN 21 2017

17 JUN 20 PM 4:55

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF SAN DIEGO

11 Case No. 37-2017-00022601-CU-MC-CTL

**WRIT OF MANDATE (CCP § 1085)
COMPLAINT FOR DECLARATORY
AND INJUNCTIVE RELIEF, AND
CONSTITUTIONAL VIOLATIONS**

12 OutCo Laboratories, Inc., a
13 California corporation; Austin
14 Birch, an individual; Downwind
15 27, Inc., a California corporation;
16 Renny Bowden, an individual;
17 Stephen Lake, an individual;
18 High Sierra Equity, LLC, a
19 California limited liability
20 company; Olive Tree Patients
21 Association, an unincorporated
22 California non-profit association;
23 Chris Murray, an individual; LLI
24 Holdings, LLC, a California
25 limited liability company; Bear
26 Flag Group, Inc., a California
27 corporation; Darren Machulsky,
28 an individual; T&M Real Estate
Holdings, LLC, a Pennsylvania
limited liability company; San
Diego Natural, Inc., a California
corporation; Scott Corlett, an
individual; Management
Resource Partners, LLC, a
California limited liability
company; RRR Investments,

1 LLC, a California limited
2 liability company; Anthony Cioe,
3 an individual; Andrey Shymkov,
4 an individual; Survivormedz, a
California corporation,

5 Plaintiffs,

6 v.

7 COUNTY OF SAN DIEGO, a
8 California municipality; and DOES 1-
XXX, inclusive,

9 Defendants.

10
11 Petitioners/Plaintiffs allege as follows:

12 1. This action is brought on behalf of those responsible business
13 individuals and entities who want to operate within the law as to forming a medical
14 marijuana collective facility Pursuant to the procedures set forth by the County of
15 San Diego (County). Yet, these Petitioners are prohibited from doing so because of
16 the arbitrary and capricious actions of the County.

17 2. These Petitioners have different degrees of vested rights, but all
18 followed these detailed procedures dictated by the County. Each expended
19 substantial funds to meticulously follow the County rules.

20 3. On March 22, 2017, the County issued a ban on medical marijuana
21 collectives and arbitrarily granted vested rights to some. All were told during the
22 process that a dispensary needed to be built first, despite that all wanted to build a
23 cultivation facility as a dispensary in the area would not sustain the economic costs
24 of building out. Only a cultivation was economically viable, but the Petitioners
25 relied on the representations of the County that a dispensary was a first, necessary
26 step in the process.

1 4. Each Petitioner would not have expended funds to operate solely a
2 dispensary, and only did so on the representations of the County.

3 5. Despite the expenditure of substantial funds for compliance and paying
4 an \$11,000 operator fee to the County's Sheriff's Department, they have been
5 denied the right to establish cultivating marijuana for medicinal purposes.
6 Petitioners are informed the \$11,000 operating fee is increasing to \$49,000.

7 6. The punitive measures for lawful compliance stand in stark
8 comparison to the County's explicit lack of enforcement to abate the illegal
9 dispensary facilities operating around them. By its actions, the County rewards
10 unlawfulness and penalizes lawful behavior.

11 7. The March 22, 2017 Ordinance as set forth and as implemented
12 against Petitioners amounts to an unconstitutional taking in violation of the 5th
13 Amendment of the United States Constitution.

14 **MEDICAL MARIJUANA COLLECTIVE FACILITIES**

15 **8157 Wing Avenue, El Cajon (Outliers Collective)**

16 8. DOWNWIND 27, INC. ("Downwind") is a nonprofit Mutual Benefit
17 corporation doing business under the name OUTLIERS COLLECTIVE organized
18 under the laws of the State of California with its principal offices located at 8157
19 Wing Avenue, El Cajon, California 92020. Downwind is a marijuana collective that
20 facilitates and organizes transactions between members who cultivate medicinal
21 marijuana. Austin Birch is the Chief Executive Officer of Downwind.

22 9. OutCo Laboratories, Inc., a California corporation, is the parent
23 company that wholly owns Outliers Management, LLC. Outliers Management is
24 the management company who operates the Outliers Collective, with Austin Birch
25 as its managing member. Lincoln Fish is the Chief Executive Officer of OutCo
26 Labs and the manager of the operations at Outliers Collective.

27 10. Austin Birch holds the operators certificate issued by the County of
28 San Diego Sheriff's Department. The 8157 Wing Avenue location was the

1 County's first licensed collective. The building was purchased by Austin Birch and
2 Marc Lair and turned into a dispensary with a license from the Sheriff in and
3 around June 2015 for dispensing, cultivating and manufacturing.

4 11. The building at that location consisted of a large warehouse type
5 structure. Building permits were sought to modify the existing structure to
6 accommodate cultivation and manufacturing in half the building because the other
7 portion was then tenant-occupied with an unrelated business.

8 12. Outliers Collective received approvals for its buildout and started the
9 process in late 2015. In anticipation of operating out of the tenant-occupied portion
10 of the building once the tenant vacated the premises, Outliers designed the buildout
11 in a way that would meet double its needs. For instance, an upgrade to power was
12 included for the entire building as opposed to the half then under construction for
13 cultivation was done. Further, the collective side was designed and constructed in a
14 way to be unified with the tenant side, like the hallway that now goes to nowhere
15 but was designed to connect all future grow rooms. Further, the hallway would
16 have been unnecessary if it needed not connect a future room. The square-footage
17 used for this future use came at an opportunity cost if not unified with the other half
18 of the building in that the space could have been used for a larger grow room area,
19 which would have yielded more production at a rate of \$150,000 per year.

20 13. Water recapture and irrigation was also designed with the future
21 operations in mind. These features would be unnecessary and cost prohibitive if
22 anticipated for use solely on the then-operational side, but made design and
23 economic sense with a full build out, expenditures that would have been easily
24 absorbed without lost profits. These additional expenditures (without regard to lost
25 profit) were approximately \$150,000

26 14. After the initial moratorium was lifted, Outliers Collective started
27 growing in around September 2015. The tenant has been out for many months (as
28

1 was anticipated) and that side of the building – approximately 7,500 square feet –
2 sits without a profitable operation on it.

3 **1210 Olive St., Ramona (Olive Tree Patients Association)**

4 15. Petitioner OLIVE TREE PATIENTS ASSOCIATION (“Olive Tree”)
5 is an Unincorporated Nonprofit Association organized under the laws of the State
6 of California with its principal place of business located at 1210 Olive St., Ramona,
7 California 92065. Olive Tree intends to become a marijuana collective that
8 facilitates and organizes transactions between members who cultivate medicinal
9 marijuana. Renny Bowden, an individual and resident of the State of California, is
10 the President of Olive Tree Patients Association.

11 16. HIGH SIERRA EQUITY, LLC, (“High Sierra”) is a limited liability
12 company organized under the laws of the State of California. Stephen Lake, an
13 individual and resident of the State of California, is the Sole Member and Manager
14 of High Sierra. High Sierra is the managing entity of 1210 Olive St. and is
15 responsible for “building the suite” which refers to High Sierra’s obligation to
16 advance the costs to prepare the property for Olive Tree Patients Association to
17 commence operations.

18 17. The building and property was purchased by Stephen Lake on 7
19 January 2015 in conjunction with Renny Bowden who would manage daily
20 operations, to convert the property into a Medical Marijuana Collective Facility.
21 The property consisted of 1.87 acres and a 2,000sqft structure.

22 18. On 1 June 2015, Renny Bowden applied for a Medical Marijuana
23 operator certificate with the Sheriff’s Departments and immediately began
24 demolition and remodeling to comply with the various instructions issued by the
25 Sheriff’s Department. Renny Bowden currently holds the operator’s certificate.

26 19. The building at that location consisted of a large warehouse type
27 structure. Building permits were sought to modify the existing structure to
28 accommodate cultivation and manufacturing. High Sierra, on behalf of Olive Tree

1 Patients Association, applied for a building permit and began modifying the
2 building, making improvements to the property, and capital improvements to public
3 property. Specifically, High Sierra paid to widen the road, add sidewalks, and
4 streetlights.

5 20. High Sierra received contradictory instructions from the Sheriff's
6 Department and Fire Department forcing it to expend hundreds of thousands of
7 additional dollars to make and remove capital improvements. In total, High Sierra
8 has expended \$1,891,307.43 to convert the building, property, and to comply with
9 County ordinances.

10 21. High Sierra and Olive Tree Patients Association, despite extensive
11 improvements and expenditure of funds, are unable to profitably operate the
12 structure.

13 **736 Montecito Way, Ramona (ShowGrow)**

14 22. BEAR FLAG GROUP, Inc. is a nonprofit Mutual Benefit corporation
15 doing business under the name SHOWGROW RAMONA organized under the laws
16 of the State of California which is located at 736 Montecito Way Ramona,
17 California 92065. ShowGrow is a marijuana collective that facilitates and organizes
18 transactions between members who cultivate medicinal marijuana. David Barckett,
19 an individual and resident of the State of California, is the Chief Executive Officer
20 of ShowGrow.

21 23. LLI Holdings LLC, ("LLI Holdings") a California Limited Liability
22 Corporation, is the parent company that wholly owns Bear Flag Group Inc. Chris
23 Murry, an individual and resident of the State of California, is the Managing
24 Member of LLI Holdings. LLI Holdings is the management company who operates
25 ShowGrow. David Barckett is the manager of the operations at ShowGrow

26 24. Chris Murray holds the operators certificate issued by the County of
27 San Diego Sheriff's Department. The 736 Montecito Way location is the County's
28 second licensed collective. The building was purchased by LLI Holding and turned

1 into a dispensary with a license from the Sheriff in and around January 2016 for the
2 dispensing, cultivating, and manufacturing of medical marijuana.

3 25. The property at that location consisted of an acre of land with a
4 2,000sqft building which was converted into the ShowGrow collective. Building
5 permits were sought to build an additional 13,000sqft structure to accommodate
6 cultivation and manufacturing.

7 26. Bear Flag Group received approvals for its buildout and started the
8 process in late 2015. In anticipation of operating a collective, cultivation and
9 manufacturing facility LLI Holdings purchased the property for \$1,050,000. LLI
10 Holding, after initiating the application process, immediately began capital
11 improvements to comply with County ordinances. LLI Holdings expended
12 \$481,324 in tenant improvements to meet the various requirements imposed by the
13 Sheriff's Department to secure an Medical Marijuana Operating Permit. The
14 improvements were extensive, including but not limited to, centerline
15 improvements in excess of \$60,000 and a \$54,000 upgrade to the watermain.

16 **8530 Nelson Way, Valley Center (San Diego Natural)**

17 27. Petitioner SAN DIEGO NATURAL, INC. ("San Diego Natural") is a
18 nonprofit Mutual Benefit Corporation organized under the laws of the State of
19 California located at 8530 Nelson Way, Valley Center (Escondido), California
20 92026. San Diego Natural, Inc. San Diego Natural is a medical marijuana
21 collective. Darren Machulsky, an individual, is a resident of the State of California
22 and the Chief Executive Officer of San Diego Natural.

23 28. T&M REAL ESTATE HOLDINGS, LLC, ("T&M Real Estate
24 Holdings") is a limited liability company organized under the laws of the State of
25 Pennsylvania and duly authorized to conduct business in the State of California
26 with its principal place of business located at 130 Rt. 31 N Ste. B, Pennington, New
27 Jersey 08534. Michelle Cantaffa, an individual, is the Managing Member of T&M
28 Real Estate Holdings.

1 29. On 6 May 2016, T&M Real Estate Holdings purchased the property
2 which consisted of 2.5 acres, a warehouse-type structure, and supporting buildings.
3 T&M Real Estate Holdings purchased the large lot and warehouse to facilitate the
4 cultivation and manufacture of medical marijuana. North County Natural, Inc., a
5 California nonprofit Mutual Benefit Corporation, was the original operator of the
6 medical marijuana collective facility. North County Natural was dissolved in late
7 2016 and replaced by San Diego Natural.

8 30. Darren Machulsky, on behalf of San Diego Natural, applied for a
9 building permit and medical marijuana operator's certificate in early 2015. T&M
10 Real Estate Holdings obtained an operator's certificate for a medical marijuana
11 dispensary in late 2015. passed planning and services departments then got
12 certificate. Shortly after applying for the certificate, T&M Real Estate Holdings
13 immediately began capital improvements to prepare the property for medical
14 marijuana cultivation and manufacture. T&M Machulsky expended \$600,000 in
15 improvements, widen roads, fire hydrants, fit out of the dispensary (previously a
16 residence).

17 **15939 Olde Hwy. 80 and 15945 Olde Hwy. 80, Lakeside (Survivormedz)**

18 31. Petitioner SURVIVORMEDZ is a California domestic nonprofit
19 cooperative corporation organized under the laws of the State of California with its
20 principal offices located in Encinitas. Dino Berardino is the Secretary and Chief
21 Financial Officer, and Tony Cioe is the Chief Executive Officer.

22 32. Dino Berardino first became acquainted with the concept of using
23 marijuana for medicinal purposes as a result of his personal experiences. In 2000,
24 he was diagnosed with adenoid cystic carcinoma of the parotid gland (the saliva
25 gland) – a condition that required 27 different surgeries. The condition so affected
26 his digestive system that he was largely unable to eat, and his treating specialists
27 recommended that he be fed through a tube.
28

1 33. At this juncture, he learned about the medicinal effects of marijuana
2 and sought treatment as a last resort, despite that at the time it conflicted with his
3 personal and religious beliefs. At wits end, he sought the treatment. The impact was
4 immediate and profound; he was able to eat without discomfort and without the
5 need for a feeding tube. Convinced of its unique health benefits, he sought to
6 become an investor and changed his professional focus towards medical marijuana
7 business.

8 **15945 Olde Highway 80, El Cajon (Lakeside area)**

9 34. Dino Berardino was provided a map by the County of San Diego
10 listing specific properties within the County for which a medical marijuana facility
11 could be located if a permit procedure was followed. Mr. Berardino and Mr. Cioe of
12 SurvivorMedz contacted the property owner and negotiated its purchase. Before
13 doing so, Mr. Berardino submitted to the County of San Diego Planning and
14 Development Services, Medical Marijuana Collective Facility Zoning a County-
15 provided form that described the applicant's intention to operate a Medical
16 Marijuana Collective Facility within the unincorporated county, documentation
17 regarding the Planning and Development services, Zoning Staff's review, for facility
18 compliance with separation requirements pursuant to Zoning Ordinance 6935 Mr.
19 Berardino received a Planning and Development Services Stamp in December
20 2015.

21 35. With the County's "Stamp to Pursue," Mr. Berardino and his associate,
22 Anthony Cioe, entered into a purchase and sale agreement of that real property on
23 January 29, 2015 in the amount of \$450,000 for the purpose of developing a
24 medical marijuana cultivation at that site. A nonrefundable deposit of \$75,0000 was
25 given, and during the year that the moratorium was imposed by the County of San
26 Diego, an additional \$10,000 total was paid to the seller during the escrow period.

27 36. Dino Berardino expended time and money to correct the lot lines for
28 the property at the request of the County. An architect was retained and plans were

1 drafted and submitted to the County. A plan check evaluation fee was paid and
2 “Centerline” fee was paid to the County in the amount of \$2,015 in April 2015.

3 37. In May 2015, Mr. Berardino was notified that his well needed to be
4 backfilled, so contractors were retained.

5 **15939 Olde Highway 80, El Cajon (Lakeside area)**

6 38. In June 2015, Mr Berardino noticed the adjacent property located at
7 15939 Olde Highway 80, El Cajon (Lakeside) was bank-owned and for sale.
8 Because the County set up a system wherein a second permit within the separation
9 requirements would necessarily take the nearby property out of the available
10 properties and result in a denial of the application, Mr. Berardino and Mr. Cioe
11 were interested in pursuing it to combine with their adjacent parcel for purposes of
12 cultivating medical marijuana.

13 39. Mr. Berardino submitted to the County of San Diego Planning and
14 Development Services, Medical Marijuana Collective Facility Zoning a County-
15 provided form that described the applicant’s intention to operate a Medical
16 Marijuana Collective Facility within the unincorporated county, documentation
17 regarding the Planning and Development services, Zoning Staff’s review, for
18 facility compliance with separation requirements pursuant to Zoning Ordinance
19 6935 Mr. Berardino received a Planning and Development Services Stamp on June
20 17, 2015.

21 40. With the County’s “Stamp to Pursue,” Mr. Berardino’s associates,
22 Anthony Cioe entered into a purchase and sale agreement of that real property on
23 June 18, 2015 in the amount of \$350,000 for the purpose of developing a medical
24 marijuana cultivation at that site. The property was purchased outright.

25 41. A plan check evaluation fee was paid and “Centerline” fee was paid to
26 the County in the amount of \$2,050 in June 24, 2015.

27 **2471 Montecito Rd., Ramona (Medical Care Alliance)**

28

1 42. The desire to develop a collective at this facility was motivated by an
2 extraordinary story. Adam Corlett, while starting college, experienced for the first
3 time a series of seizures. Those seizures would occur for more than one year as the
4 anti-seizure medication was unable to adequately prevent them from occurring
5 almost daily. Adam suffered up to six seizures per day, disabling him from any
6 independence in his life. After hearing about the medicinal effects of certain strands
7 of cannabis to assist with seizures, he took a dosage. He was seizure free for the
8 first time upon doing so. In the more than two years since, he has been seizure free
9 every day because of the cannabis treatments. This life changing event caused him
10 and his father, an MIT-trained entrepreneur, to develop a medical marijuana
11 collective – not a collective for recreational use.

12 43. MEDICAL CARE ALLIANCE is a nonprofit Mutual Benefit
13 corporation organized under the laws of the State of California with its principal
14 offices located at 2471 Montecito Road, Ramona, California 92065. Medical Care
15 Alliance is a collective formed to facilitate and organize transactions between
16 members who cultivate marijuana for medical purposes pursuant to Proposition
17 215, The Compassionate Use Act, and Health and Safety Code sections 11362.5 et.
18 seq.

19 44. Scott Corlett, an individual, is a resident of the State of California and
20 the Chief Executive Officer of Medical Care Alliance. Medical Care Alliance was
21 in the process of developing property 2471 Montecito Road, Ramona, California
22 92056, into a marijuana collective facility before the application for the facility was
23 denied by the County of San Diego as a result of the 22 March 2017 ban.

24 45. RRR Investments, LLC (“RRR Investments”) is a limited liability
25 company organized under the laws of the State of California with its principal
26 offices located at 3539 Via Loma Vista, Escondido, California 92029. Harry
27 Rumis, an individual, is a resident of the State of California and President of RRR
28

1 Investments. RRR Investments owns the property located at 2471 Montecito Road,
2 Ramona, California 92056.

3 46. MANAGEMENT RESOURCE PARTNERS, LLC (“Management
4 Resource”) is a limited liability company organized under the laws of the State of
5 California with its principal offices located at 9974 Scripps Ranch Blvd. #182, San
6 Diego, California 92131. Management Resource is the management company that
7 operates San Diego Natural. Scott Corlett, an individual, is a resident of the State of
8 California and the Chief Executive Officer of Management Resource. Management
9 Resource leased 2471 Montecito Road from RRR Investments.

10 47. RRR Investments entered into a lease with Management Resource on
11 30 September 2016 for the property commonly known as 2471 Montecito Road,
12 Ramona, CA. The property leased includes a 12,400 square foot building on a 2.51
13 acre lot. Section 1.7 defined the “agreed use” as “marijuana cultivation purposes,
14 and for no other purposes.” The lease obligated Management Resource, and Scott
15 Corlett as guarantor, \$10,000 per month rent and a \$37,140 security deposit.

16 48. RRR Investments, in order to develop the property and obtain permits
17 as a licensed dispensary, retained a licensed architect to draw plans to convert the
18 existing warehouse structure on the property to a Marijuana collective. Since
19 entering the lease, Management Resource expended over \$1,000,000 to obtain
20 detailed site maps, input irrigation equipment, implement security safety measures,
21 and other capital improvements to the public property.

22 ///

23 **618 Pine St., Ramona (Survivormedz)**

24 49. Andrey Shymkov, an individual and resident of the State of California,
25 purchased the property which consisted of several acres, a warehouse type
26 structure, and supporting structures. Andrey Shymkov purchased the large lot and
27 warehouse to facilitate the cultivation and manufacture of medical marijuana.

28

1 50. Upon acquiring the property, Andrey Shymkov immediately began
2 construction to develop the property, build it up for cultivation, improve county
3 property, and comply with Sheriff instructions to obtain the operator's certificate.
4 Andrey Shymkov expended substantial monies to develop the property and improve
5 county property in an attempt to comply with County and Sheriff instructions.

6 51. Despite Andrey Shymkov's good faith attempts to comply with the
7 County instructions and ordinances, he is unable to operate a medical marijuana
8 cultivation facility.

9 **Respondent County of San Diego**

10 52. Respondent COUNTY OF SAN DIEGO, ("County" or "San Diego")
11 is a public agency required to comply with applicable provisions of the laws of the
12 State of California.

13 53. Venue is proper within this Court because the acts occurred in San
14 Diego County, California, where the actions complained of occurred and will occur
15 again. Additionally, the primary business location for the County is within the
16 County of San Diego.

17 54. Petitioners are not currently aware of the true names and capacities of
18 Respondent sued herein as DOES 1 through 100, and Petitioners refer to those
19 persons by fictitious designation. Petitioners are informed and believes that each
20 DOE Respondent is the agent and servant of the County. Petitioners will request
21 leave of the court to amend this complaint to include the true names and capacities
22 of DOE Respondent once ascertained. Petitioners are informed and believe and
23 hereinafter allege that at all times, each DOE Respondent was the agent and
24 employee of the County, and in acting in the manner hereinafter alleged, was acting
25 in the scope of said agency and employment and with the permission and consent of
26 the County.

27 **THE ORDINANCE AND COUNTY ACTIONS**

1 55. This is an action for declaratory, injunctive, and mandamus relief
2 relating to the Ordinance No 10474: Amending Sections 21.2501 and 21.2503(a) of
3 the San Diego County Regulatory Ordinances relating to the issuance of medical
4 marijuana collective facilities operating certificates. The action improperly restricts
5 Petitioners' vested rights and wrongfully denies vested rights as to certain
6 Petitioners.

7 56. In 1996, California voters passed Proposition 215, which legalized the
8 cultivation and use of marijuana for medicinal purposes, the Legislature
9 implemented Proposition 215 with the California Compassionate Use Act of 1996,
10 and the California Medical Marijuana Program of 2003. On 8 November 2016,
11 California voters passed Proposition 64 "Marijuana Legalization." Proposition 64
12 legalized the production and consumption of marijuana for personal use as of 9
13 November 2016. It also created a mechanism to permit the sale and taxation of
14 marijuana on 1 January 2018.

15 57. The County's action to regulate the cultivation and consumption of
16 marijuana occurred in 2009. On 5 August 2009, the County passed, approved, and
17 adopted Ordinance No. 10000 which was the first in a series of prohibitions against
18 the establishment, commencement, or enlargement of marijuana facilities in the
19 unincorporated areas of the County of San Diego. The County extended the
20 moratorium on 16 September 2009, when it passed, approved, and adopted
21 Ordinance No. 10005.

22 58. On 30 June 2010, the County passed, approved, and adopted
23 Ordinance No. 10060 which provided the regulations concerning the establishment
24 and operation of marijuana facilities, specifically, collectives. Collectives are
25 marijuana operations that allow people to cultivate marijuana for personal,
26 medicinal use. Marijuana collectives permit members to use their facilities to grow
27 marijuana and share the costs of cultivation. Ordinance No. 10060 required
28 marijuana collective applications to obtain an Operating Certificate.

1 59. The County delegated authority to the Sheriff's Department to develop
2 rules for collectives to obtain Operating Certificates.

3 60. The Sheriff's Department required applicants to comply with a variety
4 of building safety improvements, including but not limited to, alarms, close circuit
5 television, and door, window and other visibility requirements.

6 61. The County also revised zoning ordinances to address marijuana
7 collectives. Specifically, on 30 June 2010, the County passed, approved, and
8 adopted Ordinance No. 10061 which imposed a series of restrictions, limiting
9 collectives to industrial zoned parcels, 1,000 feet from other facilities, and 1,000
10 feet from "sensitive land uses" including, but not limited to, churches, schools,
11 parks, playgrounds, residential zoned areas, and youth centers. The effect of
12 Ordinance No. 10061 was to substantially limit the areas in which marijuana
13 collective facilities could operate to a mere 147 parcels throughout all of
14 unincorporated San Diego County.

15 62. On 25 January 2011, the County passed, approved, and adopted
16 Ordinance No. 10118, which revised the zoning restrictions in Ordinance No.
17 10061 to apply in unincorporated and adjacent cities.

18 63. On 16 March 2016, the County passed, approved, and adopted
19 Ordinance No. 10419, which enacted a new 45-day moratorium on the
20 commencement, development, and enlargement of marijuana collectives. On 27
21 April 2016, the County passed, approved, and adopted Ordinance No. 10426 which
22 extended the moratorium until 16 March 2017.

23 ///

24 ///

25 64. On 22 March 2017, the County passed, approved, and adopted
26 Ordinance No. 10474 which revised the regulations concerning the approval of
27 existing marijuana collective facilities.

28

1 65. The County developed a protocol that included instructions as to how
2 to obtain a permit for operating a medical marijuana collective within the County of
3 San Diego. The instructions included Frequently Asked Questions (FAQs), a list of
4 sites specific addresses that would be approved for operating a collective.

5 66. The County instructions advised who can open a Medical Marijuana
6 Collective Facility, separation requirements relating to distances from other medical
7 marijuana collective facilities, schools, parks, etc., and even included a list of sites
8 on file with the DPLU Zoning Counter with a hyperlink to the list of properties.

9 67. The Petitioners all followed the instructions of the County and sought
10 to obtain a property interest by purchase or lease for the operation of a collective.
11 Because the County list took rural property otherwise undervalued and declared that
12 property as one on which a collective could operate, those properties on the list
13 were worth more than the neighboring properties in the area, otherwise physically
14 like for like. If one of the properties on the list was obtained and a permit
15 application requested, that property then affected others nearby because it would
16 take it off the list in violation of separation requirements. In other words, those who
17 obtained property then limited to ability of others to obtain nearby property.

18 68. This County process created a race for the properties. Each Petitioner
19 obtained a lease or bought one or more eligible parcels.

20 69. Petitioners have each taken substantial steps to comply with the
21 onerous regulations passed, approved, and adopted by the County. The Petitioners
22 expended substantial funds to identify lots that comply with zoning rules, to
23 remodel existing facilities to comply with building code regulations, and to obtain
24 all required certificates and permits.

25 70. The County of San Diego imposed unjustifiable delays on Petitioners
26 as they went through the permitting process. Some who the County considered
27 “vested” were put in front of those who began the process later and the County
28 considered not vested.

1 77. The County's actions developed and executed a plan to allow the
2 County to take Petitioners' private property without just compensation in the form
3 of onerous building requirements, contradictory instructions, unequal application of
4 the law, requirement of payment of fees, and ultimately a ban prohibiting
5 Petitioners from developing medical marijuana cultivation facilities.

6 78. The Petitioners complied with the County's instructions and relied on
7 the County's promises to purchase land warehouse type structures ideal for the
8 cultivation of medical marijuana that were specifically on the list of the County as
9 those where facilities could be located.. Moreover, Petitioners expended substantial
10 funds to effect capital improvements to both their properties and County property in
11 order to comply with onerous County ordinances. However, despite all those
12 actions, Petitioners are still unable to operate profitable medical marijuana
13 cultivation facilities and continue to lose substantial investments.

14 79. The County is a public agency and subject to California law obligating
15 it to enact legislation which is fair and equitable. Moreover, it may not selectively
16 enforce its laws.

17 80. In denying Petitioners the opportunity to develop their property,
18 despite complying to the County's requirements, the Petitioners are denied the most
19 fundamental precepts of due process rights guaranteed under the U.S.
20 Constitution. The County violated the Petitioners' right to just compensation for
21 the taking of their private property rights.

22 81. The County failed its constitutional duty to protect Petitioners and
23 instead, forced them to give up their private property without just compensation.
24

25 **SECOND CAUSE OF ACTION**

26 **UNEQUAL ENFORCEMENT OF THE LAW**
27
28

1 82. It is highly documented that there are hundreds of unlicensed
2 marijuana dispensaries operating in the San Diego County area. These rampant
3 unlicensed continues without penalty by the San Diego County. Petitioners have
4 repeatedly requested orally and in writing that the illegal operations be shut down
5 as part of the County's enforcement. To illustrate, as of 20 June 2017, there are at
6 least 16 illegal dispensaries and many more marijuana delivery services – which are
7 illegal under County law.

8 83. However, their repeated demands have been met with complete
9 inaction. Instead of using its resources to enforce the code violations of those who
10 never sought a permit, the County has made a policy of selectively enforcing its
11 laws by prohibiting those that try to comply with County procedures to obtain
12 vested rights.

13 84. This is one more way in which the County has taken unlawfully the
14 property of the Petitioners and one more reason why the ordinance, as enacted and
15 as applied, is unlawful.

16 **WRIT OF MANDATE RE THE ORDINANCE**

17 85. The Ordinance on March 22, 2017 was the result of arbitrary or
18 capricious action by the County or an officer of the County acting in his or her
19 capacity.

20 86. Petitioners have no further administrative remedies in that the decision
21 is final upon its issuance.

22 87. Petitioners do not have a plain, speedy or adequate remedy in the law.

23 88. Petitioners seek judicial review because:

- 24 - There has been a prejudicial abuse of discretion in that the County
25 has not proceeded in a manner required by law;
26 - The County has proceeded in excess of its jurisdiction;
27

- The Ordinance passed by the County to ban medical marijuana collectives is not supported by the record or the findings;
- No substantial evidence supports the permit;
- Petitioners were denied due process.

89. Attorney's fees are proper to Petitioners pursuant to California Code of Civil Procedure § 1021.5 and/or Government Code § 800.

DECLARATORY RELIEF

90. A dispute as to the parties rights has arisen such that the parties need the assistance of the Court to determine the rights and benefits of Petitioners as relates to the County's actions and the ban of Petitioners from proceeding with development of a medical marijuana collective.

PRAYER FOR RELIEF

91. WHEREFORE, as relief for the harms alleged herein, Petitioners as aggrieved parties respectfully request this Court:

92. The Ordinance is not proper on its face or as applied to Petitioners; - For a writ of mandate that Ordinance is not proper on its face or as applied to Petitioners and is declared null and void.

93. Declare that Petitioners' private property was taken without just compensation.

94. Declare that Petitioners have suffered actual adverse and harmful effects, including but not limited to the illegal taking or exacting of plaintiffs' private property in an attempt to comply with an unconstitutionally vague ordinance.

1
2
3 **VERIFICATION**

4 I, Maria Severson, am the Attorney for Petitioners, in the above entitled
5 proceeding. I have the authority to sign this document on behalf of the Petitioners
6 as being absent from the County. I have read the foregoing Verified Petition for
7 Writ of Mandate (Code of Civil Procedure § 1085) and know the contents thereof.
8 The same is true of my own knowledge as to those matters which are therein
9 alleged on information and belief, as to those matters I believe them to be true.
10

11 I declare under penalty of perjury under the laws of the State of California that
12 the foregoing is true and correct.
13

14
15 By: /s/ Maria Severson
16 Attorney for the Petitioners
17
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Exhibit K

1 **ANDREW FLORES, ESQ (SBN:272958)**
LAW OFFICE OF ANDREW FLORES
2 945 Fourth Avenue, Suite 412
San Diego CA, 92101
3 P:619.356.1556
F:619.274.8053
4 E:Andrew@FloresLegal.Pro
Attorney for Plaintiff, **AMY SHERLOCK**

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
04/05/2021 at 09:25:00 AM
Clerk of the Superior Court
By Kristin Sorianosos, Deputy Clerk

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN DIEGO**

10
11 SDPCC, INC a corporation,
12 Plaintiff(s),
13 vs.
14 RAZUKI INVESTMENTS, an individual; and
DOES 1 through 10, inclusive,
15 Defendant(s),
16 and,
17 AMY SHERLOCK, an individual,
18 Plaintiff-Intervenor,
19

) Case No.:
) **37-2017-00020661-CU-BC-CTL**

) **INTERVENOR'S NOTICE OF MOTION**
) **AND MOTION TO INTERVENE WITH**
) **MEMORANDUM OF POINTS AND**
) **AUTHORITIES**

) DATE: April 6, 2021
) TIME: 8:30 a.m.
) DEPT: C-67
) JUDGE: The Hon. Eddie C. Sturgeon

) Complaint filed: June 7, 2017
)

20
21
22 **TO THE PARTIES AND THEIR COUNSEL OF RECORD:**

23 **PLEASE TAKE NOTICE** that on April 6, 2021, at 8:30 a.m. in department C-67 of the above-
24 entitled Court, located at the Hall of Justice, 330 W Broadway, San Diego, CA 92101, AMY
25 SHERLOCK by and through her attorney Andrew Flores will and hereby does move this Court to
26 permit her to intervene in the above-captioned action.
27
28

Type text here

1 This Motion is based upon the Court's file in this matter, the pleadings and records on file
2 herein, this Notice of Motion, and upon the Memorandum of Points and Authorities and Declaration
3 of Andrew Flores (hereinafter "Movant"), with attachments thereto, in support thereof, along with
4 such other and further oral and documentary evidence as may be present at the hearing thereon.
5
6

7 DATED: April 5, 2021

Respectfully submitted,
LAW OFFICE OF ANDREW FLORES

8
9 

10 _____
11 ANDREW FLORES, ESQ
12 Attorney for Plaintiff in Intervention
13 AMY SHERLOCK
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1
2 **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION TO**
3 **INTERVENE**

4 Amy Sherlock (“Sherlock”) hereby files this Motion to Intervene pursuant to Cal. Civ.
5 Code § 387 for the purpose of intervening in the above-referenced litigation (the
6 “Harcourt/Razuki Litigation”). As set forth below, Sherlock has an interest in the property at
7 issue in the Harcourt/Razuki Litigation – the conditional use permits that are being sold.
8 Sherlock has alleged that her husband partnered with Mr Harcourt for the acquisition of the
9 conditional use permits, her husband died on December 3, 2015, and the documents that
10 purported to transfer Mr. Sherlock’s interest in the conditional use permits to Mr. Harcourt
11 were forged. On these facts, and as set forth more fully below, Sherlock is entitled to intervene
12 in the Harcourt/Razuki Litigation both as a matter of right and under the permissible standard
13 for intervention.

14 **Factual Allegations**

15 The allegations pertinent to this Motion are straightforward. Mr. Sherlock partnered
16 with Bradford Harcourt and acquired interests in two cannabis permits in 2015 – the Balboa
17 CUP and the Ramona CUP (collectively, the “CUPs”). On December 3, 2015, Mr. Sherlock
18 died. The transfer of Mr. Sherlock’s interest in the CUPs was accomplished via documents
19 submitted to the Secretary of State weeks after his death and Mr. Sherlock’s signatures on the
20 documents, on information and belief, were forged. This belief is based upon the report of a
21 handwriting expert. As a result, Mr. Sherlock’s estate claims a direct ownership claim in the
22 CUPs. Sherlock, Mr. Harcourt, and Mr. Razuki, amongst others, are currently involved in
23 litigation related to the CUPs (the “Sherlock Litigation”).

24 The Harcourt/Razuki Litigation involves the same CUPs. Case No. 37-2017-
25 00020661-CU-CO-CTL. This is in addition to the Razuki/Malan Litigation which also
26 disputes the ownership of these CUPs. Case No. 37-2018-0034229-CU-BC-CTL.
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Analysis

Sherlock Is Entitled To Intervene As A Matter Of Right.

Pursuant to Cal. Civ. Code § 387(d)(1), intervention is mandatory when if the intervenor can claim an interest relating to the property or transaction that is the subject of the action and the intervenor is so situated that the disposition of the action may impair or impede the intervenor’s ability to protect their interest, unless the intervenor’s interest is adequately represented by one of the parties. Cal Civ. Code § 387(d)(1)((B). “In other words, to establish a right to mandatory intervention, the nonparty must: (1) show a protectable interest in the subject of the action, (2) demonstrate that the disposition of the action may impair or impede its ability to protect that interest; and (3) demonstrate that its interests are not adequately represented by the existing parties.” *Carlsbad Police Officers Ass'n v. City of Carlsbad*, (2020) 49 Cal. App. 5th 135, 148, 262 Cal. Rptr. 3d 646, 656.

1. Protectable Interest

The threshold question in determining whether a nonparty has an unconditional right to intervene is whether the person seeking intervention has an interest relating to the *property or transaction* which is the subject of the action.” *Siena Court Homeowners’ Ass’n v. Green Valley Corp.* (2008) 164 Cal.App.4th 1416, 1423 (italics in original). The interest must be protectable. *Id.* (citing *Donaldson v. U.S.*, 400 U.S. 517 (1971); *see also Republic of the Philipines v. Abaya*, 312 F.R.D. 119 (S.D.N.Y. 2015) (interest must be “direct, substantial, and legally protectable”). “A colorable claim of ownership is certain a sufficient interest to justify” intervention. *In re Parr* 17 B.R. 801, 804-05 (Bankr. E.D.N.Y. 1982) (citing *Atlantis Dev. Corp. v. U.S.*, 379 F.2d 818 (5th Cir. 1967); *American Jerex Co. v. Universal Aluminum Extrusions, Inc.*, 340 F.Supp. 524, 531 (E.D.N.Y. 1972); *In re Oceana Int’l, Inc.* 49 F.R.D. 329, 332 (S.D.N.Y. 1969)); *American Nt. Bank & Trust Co. of Chicago v. Bailey*, 750 F.2d 577 (7th Cir. 1984) (describing intervenor as “intervenor of right” because “it claim[ed] an interest relating to the property or transaction which is the subject of the action”) certiorari denied 105 S.Ct. 2324, 471 U.S. 1100, 85 L.E.2d 842; *Hardy-Latham v. Wellons*, 415 F.2d

1 674, 676 (4th Cir. 1968). Sherlock has a protectable interest in the property that is the subject
2 of this action – the CUPs.

3 The properties and transactions at issue in the Harcourt/Razuki Litigation include the
4 CUPs for medical marijuana outlets located at 8863 Blalboa Avenue Suite E, San Diego
5 California 92123 (“Balboa CUP”). Mr. Sherlock partnered with Bradford Harcourt and
6 acquired interests in two cannabis permits in or about late 2014 or early 2015 – the Balboa
7 CUP and the Ramona CUP. The transfer of Mr. Sherlock’s interest in the CUPs was
8 purportedly accomplished via documents submitted to the Secretary of State weeks after Mr.
9 Sherlock’s death and Mr. Sherlock’s signatures on the documents was forged, based upon the
10 report of a handwriting expert and Sherlock’s own knowledge of her husband’s signature. As
11 a result, Sherlock claims a direct ownership claim in the CUPs.

12 2. *Impair or Impede Ability to Protect Interest*

13 The pertinent standard is whether the disposition of this action “will as a practical
14 matter impair or impede the intervenor’s ability to protect its interest. *Hodge v. Kirkpatrick*
15 *Dev., Inc.* (2005) 130 Cal.App.4th 540, 554. Here, there can be no dispute that, as a practical
16 matter, the sale of the CUPs will impede Sherlock’s ability to protect her interest. Sherlock
17 would have no say in the terms of the sale and, once the sale is concluded, it is very likely
18 that the proceeds will be distributed to person(s) who do not – or at least may not – have a
19 legitimate interest in the CUPs. And if those sale proceeds are distributed, the ability of
20 Sherlock to protect its interest in the CUPs or the proceeds from the sale of the same will be
21 impaired and impeded.

22 3. *Interests Are Not Adequately Protected*

23 Previously, Mr. Harcourt’s interest in the CUPs has aligned with Sherlock in this
24 litigation because Mr. Harcourt was challenging Mr. Razuki’s interest in the CUPs.
25 Therefore, there has been no need to intervene. Now, however, the CUPs are being sold. If a
26 sale occurs prior to the court determining Sherlock’s interest in the CUPs, then the sale
27 proceeds could be distributed to Mr. Razuki and Mr. Harcourt thereby depriving Sherlock of
28 any meaningful opportunity to recover the property – or monetary equivalent – that was taken
from Sherlock.

1 **Sherlock Can Intervene Under The Permissive Standard.**

2 The purpose of permissive intervention is to “promote fairness by involving all parties
3 potentially affected by a judgment. *Simpson Redwood Co. v. Cal.* (1st Dist. 1987) 196
4 Cal.App.3d 1192, 1199. The court may permit a nonparty to intervene if the person has an
5 interest in the matter in litigation, or in the success of either of the parties, or an interest against
6 both. Cal. Civ. Code § 387(d)(2). The trial court has “discretion to permit a nonparty to
7 intervene where the following factors are met: (1) the proper procedures have been followed;
8 (2) the nonparty has a direct and immediate interest in the action; (3) the intervention will not
9 enlarge the issues in the litigation; and (4) the reasons for the intervention outweigh any
10 opposition by the parties presently in the action. *Reliance Ins. Co. v. Superior Court* (2000)
11 84 Cal.App.4th 383 at p. 386.

12 As to the first factor, Sherlock has followed the proper procedures. Namely, Sherlock
13 has petitioned the Court to intervene through this Motion, which includes a copy of the
14 proposed complaint in intervention. Cal. Civ. Code § 387(c).

15 As to the second factor, Sherlock has a direct and immediate interest in the action. A
16 direct and immediate interest means the intervenor will either gain or lose by the direct legal
17 operation and effect of the judgment. *Continental Vinyl Products Corp. v. Mead Corp.* (1972)
18 27 Cal.App.3d 543, 549-50. A person has a direct interest justifying intervention “where the
19 judgment in the action of itself adds to or detracts from his legal rights without reference to
20 rights and duties not involved in the litigation.” *Id.* at 549. An interest is consequential “when
21 the action in which intervention is sought does not directly affect it although the results of the
22 action may indirectly benefit or harm its owner.” *Id.* at 550.

23 As noted earlier, Sherlock will gain or lose by the direct legal operation of and effect
24 of the sale of the CUPs. Sherlock has a valid claim to and interest in the CUPs and the proceeds
25 derived from the sale of the same. A ruling, order, or judgment that allows the sale of the
26 CUPs and distribution of sale proceeds would detract from Sherlock’s rights in the CUPs.

27 As to the third factor, Sherlock’s intervention will not enlarge the issues in this
28 litigation. The CUPs are being sold and Sherlock’s involvement is not to prohibit the sale.

1 Rather, Sherlock is intervening so that Sherlock can provide input as to the terms of the sale,
2 which is ultimately subject to the approval of the court, and ensure that the sale proceeds are
3 not distributed to persons whose interest in the CUPs are being challenged. In other words,
4 Sherlock's allows the court an opportunity to hear from all persons that have, or may have,
5 an interest in the property being sold and ensure the proceeds are ultimately distributed to
6 those persons that have an interest in the CUPs as determined by the Court.

7 As to the fourth factor, it is hard to imagine what opposition the parties in present
8 action could have to Sherlock's intervention. Sherlock is not attempting to prohibit the sale,
9 enlarge the issues before the court, or otherwise complicate the proceedings before the parties.
10 The court is already involved in litigation between the parties to determine the rights in the
11 property being sold. As a result, any potential reason opposing intervention would be based
12 upon Sherlock's concern – proceeds from the sale will go to parties that do not have the
13 interest in the CUPs that they claim.

14 **Conclusions**

15 For the reasons set forth above, Sherlock requests that the Court grant its Motion so
16 that Sherlock's interest in the CUPs will be adequately protected.

17
18 DATED: April 5, 2021

Respectfully submitted,
LAW OFFICE OF ANDREW FLORES

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21 _____
ANDREW FLORES, ESQ
Attorney for Plaintiff in Intervention
AMY SHERLOCK
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Exhibit L

1 **ANDREW FLORES, ESQ (SBN:272958)**
LAW OFFICE OF ANDREW FLORES
2 945 Fourth Avenue, Suite 412
San Diego CA, 92101
3 P:619.356.1556
F:619.274.8053
4 E:Andrew@FloresLegal.Pro
Attorney for Plaintiff, **AMY SHERLOCK**

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
04/05/2021 at 09:04:00 AM
Clerk of the Superior Court
By Kristin Sorianosos, Deputy Clerk

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7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN DIEGO**

10
11 SALAM RAZUKI, an individual,
12 Plaintiff(s),
13 vs.
14 NINUS MALAN, an individual; and DOES 1
through 10, inclusive,
15 Defendant(s),
16 and,
17 AMY SHERLOCK, an individual,
18 Plaintiff-Intervenor,
19
20

) Case No.:
) **37-2018-00034229-CU-BC-CTL**

) **INTERVENOR'S NOTICE OF MOTION**
) **AND MOTION TO INTERVENE WITH**
) **MEMORANDUM OF POINTS AND**
) **AUTHORITIES**

) DATE: April 6, 2021
) TIME: 8:30 a.m.
) DEPT: C-67
) JUDGE: The Hon. Eddie C. Sturgeon

) Complaint filed: July 10, 2018
)

21
22 **TO THE PARTIES AND THEIR COUNSEL OF RECORD:**

23 **PLEASE TAKE NOTICE** that on April 6, 2021, at 8:30 a.m. in department C-67 of the above-
24 entitled Court, located at the Hall of Justice, 330 W Broadway, San Diego, CA 92101, AMY
25 SHERLOCK by and through her attorney Andrew Flores will and hereby does move this Court to
26 permit her to intervene in the above-captioned action.
27
28

1 This Motion is based upon the Court’s file in this matter, the pleadings and records on file
2 herein, this Notice of Motion, and upon the Memorandum of Points and Authorities and Declaration
3 of Andrew Flores (hereinafter “Movant”), with attachments thereto, in support thereof, along with
4 such other and further oral and documentary evidence as may be present at the hearing thereon.

5
6
7 DATED: April 5, 2021

Respectfully submitted,
LAW OFFICE OF ANDREW FLORES

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10 _____
11 ANDREW FLORES, ESQ
12 Attorney for Plaintiff in Intervention
13 AMY SHERLOCK
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2 **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION TO**
3 **INTERVENE**

4 Amy Sherlock (“Sherlock”) hereby files this Motion to Intervene pursuant to Cal. Civ.
5 Code § 387 for the purpose of intervening in the above-referenced litigation (the
6 “Harcourt/Razuki Litigation”). As set forth below, Sherlock has an interest in the property at
7 issue in the Harcourt/Razuki Litigation – the conditional use permits that are being sold.
8 Sherlock has alleged that her husband partnered with Mr Harcourt for the acquisition of the
9 conditional use permits, her husband died on December 3, 2015, and the documents that
10 purported to transfer Mr. Sherlock’s interest in the conditional use permits to Mr. Harcourt
11 were forged. On these facts, and as set forth more fully below, Sherlock is entitled to intervene
12 in the Harcourt/Razuki Litigation both as a matter of right and under the permissible standard
13 for intervention.

14 **Factual Allegations**

15 The allegations pertinent to this Motion are straightforward. Mr. Sherlock partnered
16 with Bradford Harcourt and acquired interests in two cannabis permits in 2015 – the Balboa
17 CUP and the Ramona CUP (collectively, the “CUPs”). On December 3, 2015, Mr. Sherlock
18 died. The transfer of Mr. Sherlock’s interest in the CUPs was accomplished via documents
19 submitted to the Secretary of State weeks after his death and Mr. Sherlock’s signatures on the
20 documents, on information and belief, were forged. This belief is based upon the report of a
21 handwriting expert. As a result, Mr. Sherlock’s estate claims a direct ownership claim in the
22 CUPs. Sherlock, Mr. Harcourt, and Mr. Razuki, amongst others, are currently involved in
23 litigation related to the CUPs (the “Sherlock Litigation”).

24 The Harcourt/Razuki Litigation involves the same CUPs. Case No. 37-2017-
25 00020661-CU-CO-CTL. This is in addition to the Razuki/Malan Litigation which also
26 disputes the ownership of these CUPs. Case No. 37-2018-0034229-CU-BC-CTL.
27
28

1 Analysis

2 **Sherlock Is Entitled To Intervene As A Matter Of Right.**

3 Pursuant to Cal. Civ. Code § 387(d)(1), intervention is mandatory when if the
4 intervenor can claim an interest relating to the property or transaction that is the subject of the
5 action and the intervenor is so situated that the disposition of the action may impair or impede
6 the intervenor’s ability to protect their interest, unless the intervenor’s interest is adequately
7 represented by one of the parties. Cal Civ. Code § 387(d)(1)((B). “In other words, to establish
8 a right to mandatory intervention, the nonparty must: (1) show a protectable interest in the
9 subject of the action, (2) demonstrate that the disposition of the action may impair or impede
10 its ability to protect that interest; and (3) demonstrate that its interests are not adequately
11 represented by the existing parties.” *Carlsbad Police Officers Ass’n v. City of Carlsbad*,
12 (2020) 49 Cal. App. 5th 135, 148, 262 Cal. Rptr. 3d 646, 656.

13 *I. Protectable Interest*

14 The threshold question in determining whether a nonparty has an unconditional right
15 to intervene is whether the person seeking intervention has an interest relating to the *property*
16 *or transaction* which is the subject of the action.” *Siena Court Homeowners’ Ass’n v. Green*
17 *Valley Corp.* (2008) 164 Cal.App.4th 1416, 1423 (italics in original). The interest must be
18 protectable. *Id.* (citing *Donaldson v. U.S.*, 400 U.S. 517 (1971); *see also Republic of the*
19 *Philippines v. Abaya*, 312 F.R.D. 119 (S.D.N.Y. 2015) (interest must be “direct, substantial,
20 and legally protectable”). “A colorable claim of ownership is certain a sufficient interest to
21 justify” intervention. *In re Parr* 17 B.R. 801, 804-05 (Bankr. E.D.N.Y. 1982) (citing *Atlantis*
22 *Dev. Corp. v. U.S.*, 379 F.2d 818 (5th Cir. 1967); *American Jerex Co. v. Universal Aluminum*
23 *Extrusions, Inc.*, 340 F.Supp. 524, 531 (E.D.N.Y. 1972); *In re Oceana Int’l, Inc.* 49 F.R.D.
24 329, 332 (S.D.N.Y. 1969)); *American Nt. Bank & Trust Co. of Chicago v. Bailey*, 750 F.2d
25 577 (7th Cir. 1984) (describing intervenor as “intervenor of right” because “it claim[ed] an
26 interest relating to the property or transaction which is the subject of the action”) certiorari
27 denied 105 S.Ct. 2324, 471 U.S. 1100, 85 L.E.2d 842; *Hardy-Latham v. Wellons*, 415 F.2d
28

1 674, 676 (4th Cir. 1968). Sherlock has a protectable interest in the property that is the subject
2 of this action – the CUPs.

3 The properties and transactions at issue in the Harcourt/Razuki Litigation include the
4 CUPs for medical marijuana outlets located at 8863 Blalboa Avenue Suite E, San Diego
5 California 92123 (“Balboa CUP”). Mr. Sherlock partnered with Bradford Harcourt and
6 acquired interests in two cannabis permits in or about late 2014 or early 2015 – the Balboa
7 CUP and the Ramona CUP. The transfer of Mr. Sherlock’s interest in the CUPs was
8 purportedly accomplished via documents submitted to the Secretary of State weeks after Mr.
9 Sherlock’s death and Mr. Sherlock’s signatures on the documents was forged, based upon the
10 report of a handwriting expert and Sherlock’s own knowledge of her husband’s signature. As
11 a result, Sherlock claims a direct ownership claim in the CUPs.

12 2. *Impair or Impede Ability to Protect Interest*

13 The pertinent standard is whether the disposition of this action “will as a practical
14 matter impair or impede the intervenor’s ability to protect its interest. *Hodge v. Kirkpatrick*
15 *Dev., Inc.* (2005) 130 Cal.App.4th 540, 554. Here, there can be no dispute that, as a practical
16 matter, the sale of the CUPs will impede Sherlock’s ability to protect her interest. Sherlock
17 would have no say in the terms of the sale and, once the sale is concluded, it is very likely
18 that the proceeds will be distributed to person(s) who do not – or at least may not – have a
19 legitimate interest in the CUPs. And if those sale proceeds are distributed, the ability of
20 Sherlock to protect its interest in the CUPs or the proceeds from the sale of the same will be
21 impaired and impeded.

22 3. *Interests Are Not Adequately Protected*

23 Previously, Mr. Harcourt’s interest in the CUPs has aligned with Sherlock in this
24 litigation because Mr. Harcourt was challenging Mr. Razuki’s interest in the CUPs.
25 Therefore, there has been no need to intervene. Now, however, the CUPs are being sold. If a
26 sale occurs prior to the court determining Sherlock’s interest in the CUPs, then the sale
27 proceeds could be distributed to Mr. Razuki and Mr. Harcourt thereby depriving Sherlock of
28 any meaningful opportunity to recover the property – or monetary equivalent – that was taken
from Sherlock.

1 **Sherlock Can Intervene Under The Permissive Standard.**

2 The purpose of permissive intervention is to “promote fairness by involving all parties
3 potentially affected by a judgment. *Simpson Redwood Co. v. Cal.* (1st Dist. 1987) 196
4 Cal.App.3d 1192, 1199. The court may permit a nonparty to intervene if the person has an
5 interest in the matter in litigation, or in the success of either of the parties, or an interest against
6 both. Cal. Civ. Code § 387(d)(2). The trial court has “discretion to permit a nonparty to
7 intervene where the following factors are met: (1) the proper procedures have been followed;
8 (2) the nonparty has a direct and immediate interest in the action; (3) the intervention will not
9 enlarge the issues in the litigation; and (4) the reasons for the intervention outweigh any
10 opposition by the parties presently in the action. *Reliance Ins. Co. v. Superior Court* (2000)
11 84 Cal.App.4th 383 at p. 386.

12 As to the first factor, Sherlock has followed the proper procedures. Namely, Sherlock
13 has petitioned the Court to intervene through this Motion, which includes a copy of the
14 proposed complaint in intervention. Cal. Civ. Code § 387(c).

15 As to the second factor, Sherlock has a direct and immediate interest in the action. A
16 direct and immediate interest means the intervenor will either gain or lose by the direct legal
17 operation and effect of the judgment. *Continental Vinyl Products Corp. v. Mead Corp.* (1972)
18 27 Cal.App.3d 543, 549-50. A person has a direct interest justifying intervention “where the
19 judgment in the action of itself adds to or detracts from his legal rights without reference to
20 rights and duties not involved in the litigation.” *Id.* at 549. An interest is consequential “when
21 the action in which intervention is sought does not directly affect it although the results of the
22 action may indirectly benefit or harm its owner.” *Id.* at 550.

23 As noted earlier, Sherlock will gain or lose by the direct legal operation of and effect
24 of the sale of the CUPs. Sherlock has a valid claim to and interest in the CUPs and the proceeds
25 derived from the sale of the same. A ruling, order, or judgment that allows the sale of the
26 CUPs and distribution of sale proceeds would detract from Sherlock’s rights in the CUPs.

27 As to the third factor, Sherlock’s intervention will not enlarge the issues in this
28 litigation. The CUPs are being sold and Sherlock’s involvement is not to prohibit the sale.

1 Rather, Sherlock is intervening so that Sherlock can provide input as to the terms of the sale,
2 which is ultimately subject to the approval of the court, and ensure that the sale proceeds are
3 not distributed to persons whose interest in the CUPs are being challenged. In other words,
4 Sherlock's allows the court an opportunity to hear from all persons that have, or may have,
5 an interest in the property being sold and ensure the proceeds are ultimately distributed to
6 those persons that have an interest in the CUPs as determined by the Court.

7 As to the fourth factor, it is hard to imagine what opposition the parties in present
8 action could have to Sherlock's intervention. Sherlock is not attempting to prohibit the sale,
9 enlarge the issues before the court, or otherwise complicate the proceedings before the parties.
10 The court is already involved in litigation between the parties to determine the rights in the
11 property being sold. As a result, any potential reason opposing intervention would be based
12 upon Sherlock's concern – proceeds from the sale will go to parties that do not have the
13 interest in the CUPs that they claim.

14 **Conclusions**

15 For the reasons set forth above, Sherlock requests that the Court grant its Motion so
16 that Sherlock's interest in the CUPs will be adequately protected.

17
18 DATED: April 5, 2021

Respectfully submitted,
LAW OFFICE OF ANDREW FLORES

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ANDREW FLORES, ESQ
Attorney for Plaintiff in Intervention
AMY SHERLOCK
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Exhibit M

**AGREEMENT REGARDING PARTNERSHIP FOR OPERATION
OF MEDICAL MARIJUANA CONSUMER COOPERATIVES**

This **AGREEMENT REGARDING PARTNERSHIP FOR OPERATION OF MEDICAL MARIJUANA CONSUMER COOPERATIVES** (this "AGREEMENT") is made this 22nd day of April, 2014, by and between POINT LOMA PATIENTS CONSUMER COOPERATIVE ("PLPCC"), by and through Adam Knopf, President, and UNITED PATIENTS CONSUMER COOPERATIVE (UPCC), by and through, Michael D. Sherlock, Vice-President (hereinafter referred to collectively as the "PARTIES").

RECITALS

A. **WHEREAS**, the PARTIES desire to enter into this AGREEMENT for the purposes of joining together to develop their Consumer Cooperative entities and to assist each other with the operations of their entities.

B. **WHEREAS**, the PARTIES desire to enter into this Agreement regarding the sharing/splitting of the costs, expenses and proceeds resulting from the operation of the Consumer Cooperative entities, all on the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

1. PURCHASE OF BUILDINGS.

PLPCC agrees to purchase the building located at 8863 Balboa Avenue, Suite "E", San Diego, CA, 92123 using their own investment monies, said building and Consumer Cooperative to be operated under the name of the UNITED PATIENTS CONSUMER COOPERATIVE. UPCC agrees to purchase the building located at 8861 Balboa Avenue, Suite B, San Diego, CA 92123, using their own investment monies, said building and Consumer Cooperative to be operated under the name of UPCC and will support both UPCC and PLPCC, in regards to medicinal product and related product requirements.

2. CONTRIBUTIONS BY PARTIES

The PARTIES agree that both PARTIES will split and share the costs associated with obtaining and processing the required Conditional Use Permit-Process 3 (CUP), necessary under the recently enacted City of San Diego Ordinance for the property located at 8863 Balboa Avenue, Suite "E", San Diego, CA 92123. The PARTIES understand and agree that PLPCC and Mr. Knopf have incurred additional costs and fees related to efforts to obtain a CUP at other possible properties and PLPCC and Mr. Knopf

will continue to be responsible for those costs and fees associated with those certain other properties. Any and all costs associated with obtaining any other permits necessary for the operation of UPCC and the Balboa Avenue properties will be split and shared by the PARTIES.

The PARTIES further agree that any and all proceeds/compensation resulting from the operation of both properties by and on behalf of the PARTIES' Consumer Cooperatives will be split equally in 50% shares by the PARTIES.

3. NOTICES.

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of personal service, when mailed by first-class mail, postage prepaid, addressed to the party at the addresses provided below. Either party may change that party's address for these purposes by giving written notice of the change to the other party in the manner provided in this Section. All notices to be given pursuant to this Agreement shall be given to the parties at the following respective addresses:

To PLPCC: Adam Knopf
San Diego, CA
Telephone: 619-886-4251

To UPCC: Michael D. Sherlock
F5666 La Jolla Blvd., Suite 15,
San Diego, CA 92037
Telephone 619-851-5403

4. ENTIRE AGREEMENT.

This Agreement, and the Exhibits attached hereto, represents the entire Agreement between the parties in connection with the transactions contemplated hereby and the subject matter hereof and this Agreement supersedes and replaces any and all prior and contemporaneous agreements, understandings and communications between the parties, whether oral or written, with regard to the subject matter hereof. There are no oral or written agreements, representations or inducements of any kind existing between the parties relating to this transaction which are not expressly set forth herein. This Agreement may not be modified except by a written agreement signed by both the Lender and Borrowers.

5. BINDING EFFECT.

This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties to this Agreement; provided, however, that nothing contained in this Section shall be construed as a consent by Lender to any assignment of this Agreement or any interest in this Agreement by Borrowers.

6. WAIVER.

No waiver by any party at any time of any breach or any provision of this Agreement shall be deemed a waiver or breach of any other provision herein or a consent to any subsequent breach of the same or another provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action.

7. GOVERNING LAW.

This Agreement has been prepared, negotiated and executed in, and shall be construed in accordance with, the laws of the State of California. Any action or proceeding relating to or arising out of this Agreement shall be filed in the Superior Court of California, County of San Diego.

8. ATTORNEYS FEES.

If either party named herein brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action (or proceeding), on trial or appeal, shall be entitled to its reasonable attorneys' fees to be paid by the losing party as determined by the Court (or if applicable, the arbitrator).

9. TIME OF ESSENCE.

Time is of the essence with respect to all matters contained in this Agreement.

10. INVALIDITY OF ANY PROVISION.

If any provision (or any portion of any provision) of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws effective during the terms of this Agreement, the legality, validity and enforceability of the remaining provisions (or the balance or each provision) shall not be affected thereby.

Executed on April 22, 2014, at San Diego, California.

PLPCC:


ADAM KNOPF, Pres.

UPCC:

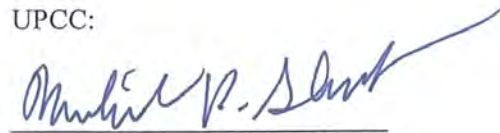

MICHAEL D. SHERLOCK, Vice-Pres.

Exhibit N

1454 BAL. BROTT FORD
 DATE 7/16
 TO Biker Mike
 FOR _____
 DEPOSITS ~~_____~~
 TOTAL 7500 -
 THIS CHECK _____
 OTHER TRANS. +/- _____
 TAX DEDUCTIBLE BALANCE _____

1457 BAL. BROTT FORD
 DATE 7/18
 TO Kenny
 FOR _____
 DEPOSITS ~~_____~~
 TOTAL 209 01
 THIS CHECK _____
 OTHER TRANS. +/- _____
 TAX DEDUCTIBLE BALANCE _____

1460 BAL. BROTT FORD
 DATE 7/23
 TO Don Hawley
 FOR _____
 DEPOSITS ~~_____~~
 TOTAL 2000 -
 THIS CHECK _____
 OTHER TRANS. +/- _____
 TAX DEDUCTIBLE BALANCE _____

1455 BAL. BROTT FORD
 DATE 7/17/14
 TO Highland Medical (Medwest)
 FOR _____
 DEPOSITS ~~_____~~
 TOTAL 5015 -
 THIS CHECK _____
 OTHER TRANS. +/- _____
 TAX DEDUCTIBLE BALANCE _____

1458 BAL. BROTT FORD
 DATE 7/18/14
 TO Taste of Bud Heaven
 FOR _____
 DEPOSITS ~~_____~~
 TOTAL 3170 -
 THIS CHECK _____
 OTHER TRANS. +/- _____
 TAX DEDUCTIBLE BALANCE _____

1461 BAL. BROTT FORD
 DATE 7/4
 TO Adam LC
 FOR _____
 DEPOSITS ~~_____~~
 TOTAL 1800 -
 THIS CHECK _____
 OTHER TRANS. +/- _____
 TAX DEDUCTIBLE BALANCE _____

1456 BAL. BROTT FORD
 DATE 7/18
 TO Jon Murphy
 FOR _____
 DEPOSITS ~~_____~~
 TOTAL 1000 -
 THIS CHECK _____
 OTHER TRANS. +/- _____

1459 BAL. BROTT FORD
 DATE 7/23/14
 TO Boulder Brands Cheeba Deca's
 FOR _____
 DEPOSITS ~~_____~~
 TOTAL 1200 00
 THIS CHECK _____
 OTHER TRANS. +/- _____

1462 BAL. BROTT FORD
 DATE 7/24/14
 TO Frank Molina
 FOR Sneakers, Paydaye Maui
 DEPOSITS ~~_____~~
 TOTAL 1880 00
 THIS CHECK _____
 OTHER TRANS. +/- _____

1463 BAL. BROT FORD

DATE 7/24/14

TO Fluid South

FOR Brangy Bors

TOTAL 480 00

THIS CHECK

OTHER TRANS. +/-

TAX DEDUCTIBLE

BALANCE

1464 BAL. BROT FORD

DATE 7/24

TO Kenny C.

FOR

TOTAL 216 19

THIS CHECK

OTHER TRANS. +/-

TAX DEDUCTIBLE

BALANCE

1465 BAL. BROT FORD

DATE Indica (Kira) 7/27/14

TO

FOR

TOTAL 350 00

THIS CHECK

OTHER

1466 BAL. BROT FORD

DATE 7/28

TO Vlad

FOR

TOTAL 600 -

THIS CHECK

OTHER TRANS. +/-

TAX DEDUCTIBLE

BALANCE

1467 BAL. BROT FORD

DATE 7/28

TO Clairmont Prop. Co

FOR Rent

TOTAL 1250 -

THIS CHECK

OTHER TRANS. +/-

TAX DEDUCTIBLE

BALANCE

1468 BAL. BROT FORD

DATE 7/28

TO Taste of Bud

FOR

TOTAL 550 -

THIS CHECK

OTHER

1469 BAL. BROT FORD

DATE 7/28

TO Elouse Jones

FOR

TOTAL

THIS CHECK 2080

OTHER TRANS. +/- 300 cash

TAX DEDUCTIBLE

BALANCE 2380

1470 BAL. BROT FORD

DATE 7/28

TO Mike

FOR Balboa

TOTAL ~~8500~~

THIS CHECK 7500 -

OTHER TRANS. +/-

TAX DEDUCTIBLE

BALANCE

1471 BAL. BROT FORD

DATE 8/1

TO Mike Sherlock

FOR

TOTAL 7500 -

THIS CHECK

OTHER

Exhibit O

3667892

FILED
Secretary of State
State of California

APR 22 2014

**ARTICLES OF INCORPORATION OF
UNITED PATIENTS CONSUMER COOPERATIVE**

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

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

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

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

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


INCORPORATOR


INCORPORATOR



**State of California
Secretary of State**

N

Statement of Information

97 DV

(Domestic Nonprofit, Credit Union and Consumer Cooperative Corporations)

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

FILED
Secretary of State
State of California
JUL 23 2014

1. CORPORATE NAME
UNITED PATIENTS CONSUMER COOPERATIVE

2. CALIFORNIA CORPORATE NUMBER
3667892

21/20/14
This Space for Filing Use Only

Complete Principal Office Address (Do not abbreviate the name of the city. Item 3 cannot be a P.O. Box.)

3. STREET ADDRESS OF PRINCIPAL OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
8863 Balboa Ave., Suite E	San Diego	CA	92123

4. MAILING ADDRESS OF THE CORPORATION	CITY	STATE	ZIP CODE
8863 Balboa Ave., Suite E	San Diego	CA	92123

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

5. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Michael D. Sherlock	5666 La Jolla Blvd., Suite 15	La Jolla	CA	92037
6. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
Shannon Snyder	8863 Balboa Ave. Suite E	San Diego	CA	92123
7. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Richard P. Melograno	8863 Balboa Ave., Suite E	San Diego	CA	92123

Agent for Service of Process If the agent is an individual, the agent must reside in California and item 9 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and item 9 must be left blank.

8. NAME OF AGENT FOR SERVICE OF PROCESS
Michael D. Sherlock

9. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
5666 La Jolla Blvd., Suite 15	La Jolla	CA	92037

Common Interest Developments

10. Check here if the corporation is an association formed to manage a common interest development under the Davis-Stirling Common Interest Development Act, (California Civil Code section 4000, et seq.) or under the Commercial and Industrial Common Interest Development Act, (California Civil Code section 6500, et seq.). The corporation must file a Statement by Common Interest Development Association (Form SI-CID) as required by California Civil Code sections 5405(a) and 8760(a). Please see instructions on the reverse side of this form.

11. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

7/6/14 DATE	Michael D. Sherlock TYPE/PRINT NAME OF PERSON COMPLETING FORM	Pres. TITLE	<i>Michael D. Sherlock</i> SIGNATURE
----------------	--	----------------	---



State of California Secretary of State

DISS NP

Domestic Nonprofit Corporation Certificate of Dissolution

FILED LMM Secretary of State State of California MAR 04 2016

There is no fee for filing a Certificate of Dissolution. Important - Read instructions before completing this form.

This Space For Filing Use Only

1. Corporate Name - Enter the name of the domestic nonprofit corporation exactly as it is of record with the California Secretary of State. UNITED PATIENTS CONSUMER COOPERATIVE

2. Corporate File Number - If known, enter the number issued by the California Secretary of State 3667892

3. Required Statements - The following statements are required by statute and should not be altered.

All final returns required under the California Revenue and Taxation Code have been or will be filed with the California Franchise Tax Board. The corporation has been completely wound up and is dissolved.

4. Debts and Liabilities - Check the applicable statement. Note: Only one box may be checked.

- Four checkbox options for debts and liabilities: 1. actually paid, 2. paid as far as assets permitted, 3. adequately provided by assumption, 4. adequately provided by assets. The fourth option is checked.

5. Assets - Mutual Benefit or General Cooperative Corporations ONLY: Check the applicable statement. Note: Only one box may be checked. If the corporation is a public benefit or religious corporation, leave Item 5 blank and attach to this Certificate of Dissolution a letter from the California Attorney General's office...

- Two checkbox options for assets: 1. known assets distributed, 2. never acquired any known assets. The second option is checked.

6. Election - Check the "YES" or "NO" box as applicable. Note: If the "NO" box is checked, a Certificate of Election to Wind Up and Dissolve pursuant to California Corporations Code section 6611, 6611, 9680 or 12631 must be filed prior to or together with this Certificate of Dissolution.

The election to dissolve was made by the vote of all the members of the corporation or the corporation has no members and the election was made by the vote of all the directors of the corporation. YES NO

7. Verification and Execution - If additional signature space is necessary, the dated signature(s) with verification(s) may be made on an attachment to this certificate. Any attachments to this certificate are incorporated herein by this reference.

The undersigned constitute(s) the sole director or a majority of the directors now in office. I declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

February 29 2016

Date

Handwritten signature of Richard P. Melograno

Signature of Director

Richard P. Melograno, Chief Fin. Officer

Type or Print Name of Director

Signature of Director

Type or Print Name of Director

Signature of Director

Type or Print Name of Director

Exhibit P

AFFIDAVIT OF SHANNON SNYDER

1 I, Shannon Snyder:

2 1. I am over the age of eighteen years old and was, during the events described herein, a resident of
3 the County of San Diego, California.

4 2. The facts set forth are true and correct as of my own personal knowledge or belief.

5 3. This affidavit is limited to the facts set forth herein and should not be deemed an omission, or
6 waiver of other known material facts that are closely related to those set forth herein.

7 4. I am the brother of Tiffany Knopf, wife of Adam Knopf.

8 5. I have never had a business relationship, of any kind, with either Adam or Tiffany Knopf.

9 6. I am in a long-time committed relationship with James Jennings.

10 7. On or about December 15, 2015, I received a phone call from Adam Knopf asking me if I would
11 agree to be a "place holder" for a Conditional Use Permit (CUP) at a dispensary he had an interest in at
12 8863 Balboa Avenue.

13 8. This was to be a non-compensated officer position and only required I provide him with my SSN
14 to secure the Permittee spot per the City's requirements as he could not be named on multiple CUP's.

15 9. I agreed and provided Adam with my SSN on the condition that it would not be used in any type
16 of illegal-unlicensed cannabis activities.

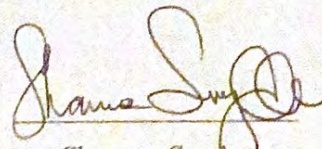
17 10. In early 2016, Gina did follow up with Adam's call to tell formalize my position as President and
18 Permittee.

19 11. After several days of considering what this meant to me, I called Gina back and told her to take
20 my name off any documents that had been used in the CUP transfer as I wished no further involvement.

21 12. It was several weeks later that Tiffany informed me that Michael "Biker" Sherlock, the Permittee
22 at 8863 Balboa Avenue had died of an apparent suicide on December 2, 2015. While feeling sorry for
23 Biker I was very relieved I had not participated.

24 I declare under penalty of perjury according to the laws of the State of California, that the statements
25 made herein are true and correct. Executed on November 10, 2023.

26
27 ★ SEE ATTACH JURAT

28

Shannon Snyder

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

Signature of Document Signer No. 1 _____ Signature of Document Signer No. 2 (if any) _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of RIVERSIDE

Subscribed and sworn to (or affirmed) before me
 on this 20th day of NOV-, 2023
 by _____
 Date Month Year
 (1) SHANNON SNYDER
 (and (2) _____),
 Name(s) of Signer(s)



Place Notary Seal and/or Stamp Above

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.
 Signature _____
 Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: AFFIDAVIT

Document Date: _____ Number of Pages: 1

Signer(s) Other Than Named Above: _____

Exhibit Q



First American

myFirstAm® Transaction History

8863 Balboa Ave #E, San Diego, CA 92123

To request additional information, please contact your local Sales Representative, Customer Service Department, or for an additional fee you may [click here](#).

History Record # 1 : FINANCE

Mortgage Recording Date:	10/04/2022	Mortgage Transfer Type:	Stand Alone Finance
Mortgage Document #:	000000388270	Mortgage Rate Type:	
Lender:	Cabezuela Antonio	Mortgage Term:	
Document Type	Trust Deed/Mortgage	Vesting Type:	N/A
Loan Amount:	\$200,000	Mortgage Rate:	
Borrower 1:	Allied Spectrum Inc	Borrower 2:	
Borrower 3:		Borrower 4:	

History Record # 2 : RELEASE

Recording Date:	04/06/2022	Vesting Type:	
Recorded Doc #:	000000151207		
Document Type:	ASSIGNMENT		

History Record # 3 : SALE/TRANSFER

Buyer:	Allied Spectrum Inc	Seller:	Essary Michael
Transaction Date:	05/21/2021	Sale Price:	\$3,280,000
Recording Date:	06/01/2021	Sale Price Type:	Full Value
Recorded Doc #:	000000409182	Title Company:	Orange Coast Title
Document Type:	Deed Transfer	Vesting Type:	N/A

Continued on next page...

FINANCE

Mortgage Recording Date:	06/01/2021	Mortgage Transfer Type:	Resale
Mortgage Document #:	000000409183	Mortgage Rate Type:	Est
Lender:	Allstar Financial Services Inc	Mortgage Term:	
Document Type	Trust Deed/Mortgage	Vesting Type:	N/A
Loan Amount:	\$1,590,000	Mortgage Rate:	3.000
Borrower 1:	Allied Spectrum Inc	Borrower 2:	
Borrower 3:		Borrower 4:	

History Record # 4 : RELEASE

Recording Date:	09/24/2019		
Recorded Doc #:	000000420557		
Document Type:	RELEASE	Vesting Type:	

History Record # 5 : FINANCE

Mortgage Recording Date:	05/28/2019	Mortgage Transfer Type:	Refinance
Mortgage Document #:	0000202328	Mortgage Rate Type:	Unknown
Lender:	Cbdca Inc,	Mortgage Term:	
Document Type	Trust Deed/Mortgage	Vesting Type:	N/A
Loan Amount:	\$1,000,000	Mortgage Rate:	4
Borrower 1:	Michael Essary	Borrower 2:	
Borrower 3:		Borrower 4:	

History Record # 6 : RELEASE

Recording Date:	05/07/2019		
Recorded Doc #:	000000169038		
Document Type:	RELEASE	Vesting Type:	

Continued on next page...

History Record # 7 :

Recording Date: 04/23/2019
Recorded Doc #: 000000147555
Document Type: RELEASE OF LIS PENDENS/NOTICE Vesting Type:

History Record # 8 : FORECLOSURE

Recording Date: 04/04/2019
Recorded Doc #: 000000119683
Document Type: NOTICE OF SALE Vesting Type:

History Record # 9 : FORECLOSURE

Recording Date: 01/03/2019
Recorded Doc #: 000000002933
Document Type: NOTICE OF DEFAULT Vesting Type:

History Record # 10 :

Recording Date: 07/17/2018
Recorded Doc #: 000000290499
Document Type: RELEASE OF LIS PENDENS/NOTICE Vesting Type:

History Record # 11 :

Recording Date: 05/11/2018
Recorded Doc #: 000000192010
Document Type: LIS PENDENS Vesting Type:

Continued on next page...

History Record # 12 : FINANCE

Mortgage Recording Date: 05/15/2017	Mortgage Transfer Type: Stand Alone Finance
Mortgage Document #: 000000217174	Mortgage Rate Type:
Lender: Hall Family Trust (Pt)	Mortgage Term:
Document Type: Trust Deed/Mortgage	Vesting Type: N/A
Loan Amount: \$50,000	Mortgage Rate:
Borrower 1: San Diego United Holdings Grou	Borrower 2:
Borrower 3:	Borrower 4:

History Record # 13 : RELEASE

Recording Date: 05/15/2017	
Recorded Doc #: 000000217173	
Document Type: RELEASE	Vesting Type:

History Record # 14 : SALE/TRANSFER

Buyer: San Diego United Holdings Grou	Seller: Razuki Investments Llc
Transaction Date: 03/01/2017	Sale Price: \$275,000
Recording Date: 03/20/2017	Sale Price Type: Full Value
Recorded Doc #: 000000126556	Title Company: Title 365
Document Type: Deed Transfer	Vesting Type: N/A

FINANCE

Mortgage Recording Date: 03/20/2017	Mortgage Transfer Type: Seller Carryback
Mortgage Document #: 000000126557	Mortgage Rate Type:
Lender: Razuki Investments Llc	Mortgage Term:
Document Type: Trust Deed/Mortgage	Vesting Type: N/A
Loan Amount: \$275,000	Mortgage Rate:
Borrower 1: San Diego United Holdings Grou	Borrower 2:
Borrower 3:	Borrower 4:

Continued on next page...

History Record # 15 : SALE/TRANSFER

Buyer:	Razuki Investments Llc	Seller:	High Sierra Equity Llc
Transaction Date:	09/19/2016	Sale Price:	\$375,000
Recording Date:	10/18/2016	Sale Price Type:	Full Value
Recorded Doc #:	000000559367	Title Company:	Title 365
Document Type:	Deed Transfer	Vesting Type:	N/A

FINANCE

Mortgage Recording Date:	10/18/2016	Mortgage Transfer Type:	Resale
Mortgage Document #:	000000559370	Mortgage Rate Type:	
Lender:	Tgp Opportunity Fund I Llc	Mortgage Term:	
Document Type	Trust Deed/Mortgage	Vesting Type:	N/A
Loan Amount:	\$475,000	Mortgage Rate:	
Borrower 1:	Razuki Investments Llc	Borrower 2:	American Lending & Holdings LI
Borrower 3:		Borrower 4:	

History Record # 16 : SALE/TRANSFER

Buyer:	High Sierra Equity Llc	Seller:	Leading Edge Real Estate Llc
Transaction Date:	04/12/2016	Sale Price:	
Recording Date:	04/20/2016	Sale Price Type:	Unknown
Recorded Doc #:	000000183639	Title Company:	
Document Type:	Deed Transfer	Vesting Type:	N/A

History Record # 17 : SALE/TRANSFER

Buyer:	Leading Edge Real Estate Llc	Seller:	Sandoval Maria T
Transaction Date:	06/04/2015	Sale Price:	\$285,000
Recording Date:	06/18/2015	Sale Price Type:	Full Value
Recorded Doc #:	000000317928	Title Company:	Title 365
Document Type:	Deed Transfer	Vesting Type:	N/A

Continued on next page...

History Record # 18 : SALE/TRANSFER

Buyer:	Sandoval, Maria T	Seller:	Torres Mauricio & Maria
Transaction Date:	10/27/2005	Sale Price:	
Recording Date:	07/11/2008	Sale Price Type:	
Recorded Doc #:	372405	Title Company:	
Document Type:	Deed Transfer	Vesting Type:	N/A

History Record # 19 : SALE/TRANSFER

Buyer:	Torres, Mauricio & Maria S	Seller:	Moore William H
Transaction Date:	08/18/2005	Sale Price:	\$285,000
Recording Date:	09/15/2005	Sale Price Type:	Full Value
Recorded Doc #:	796541	Title Company:	Stewart Title
Document Type:	Deed Transfer	Vesting Type:	N/A

Limitation of Liability for Informational Report

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

Exhibit R



Fwd: Hancock

Amy Sherlock <amy.sherlock@hotmail.com>

Sun, Oct 15, 2023 at 9:11 AM

To: ANdrew FLORES <afloreslaw@gmail.com>, Joe Hurtado <j.hurtado1@gmail.com>, Darryl Cotton <indagrodarryl@gmail.com>

Holy shit! Look what I found. Biker must've forwarded it to me for some reason. My iPad found it in an old email. I'll look for more.

Sent from my iPad

Begin forwarded message:

From: Amy Sherlock <amy.sherlock@hotmail.com>

Date: October 15, 2023 at 11:07:24 AM CDT

To: Amy Sherlock <amyjosherlock@gmail.com>

Subject: Fwd: Hancock

Sent from my iPad

Begin forwarded message:

From: Biker Sherlock <biker@dregsskateboards.com>

Date: March 12, 2015 at 9:15:22 AM CDT

Subject: Fwd: Hancock

Sent from my iPhone

Begin forwarded message:

From: Steve Lake <s9laker@gmail.com>

Date: March 11, 2015 at 8:23:27 PM PDT

To: Biker Sherlock <bikersherlock@hotmail.com>, Bradford Harcourt <bradford.harcourt@att.net>

Subject: Hancock

Hey Guy's,

Please check the attachment and let me know what you think.

Thanks,
SL

 **HANCOCK PROPOSAL.docx**
174K

HANCOCK PROPOSAL

GOAL: For Full Circle, Inc. (or LLC) to come alongside Adam Knopf to compensate him for his past success, knowledge and expertise. While at the same time making available the capital necessary to maximize the anticipated opportunity that lies ahead once he is granted a “conditional use permit” to operate a medical marijuana dispensary in the city of San Diego.

Hancock Proposal		
		2015-16
Revenue		\$3,845,600.00
Gross Margin	50%	\$1,922,800.00
Profit Margin	20%	\$769,120.00
Earnings Multiple	3	\$2,307,360.00
Business Value		\$2,307,360.00
Adam's Full Circle Equity position	25%	\$576,840.00
Purchase Price		\$1,730,520.00
Buildout expenses	100%	\$400,000.00
CUP Expense	100%	\$225,000.00
Total Purchase price		\$2,355,520.00
Terms of compensation		
Pay for Buildout Expenses	100%	\$400,000.00
Payback CUP expenses	100%	\$225,000.00
Total		\$625,000.00
Amount due and payable		\$1,730,520.00

Basis of the Proposal:

- Revenue has been based off the conservative income projection for 2015.
- Gross Margin of 50% was based off prior modeling.
- Profit margin of 20% is what we believe to be achievable based off prior modeling.
- We used a multiple of 3 times forecasted earnings to achieve business valuation.
- A reduction of 25% of business value was used to offset the purchase price based on the continued equity position Adam will maintain on a go forward basis. Which also includes an anticipated secondary exit in 3-5 years. Rarely does lightning strike twice, but this might just be an opportunity for it to happen for Adam.

- Full Circle will pay for 100% of the anticipated build out expenses effective immediately.
- Full Circle will reimburse \$225,000 for all expenses related to procuring the CUP.
 - We will require receipts for expenses for tax purposes.
 - This payment will be made after business has been open and operational for 30 day's.
- This leaves \$1,730,520.00 due and payable.
 - If we are successful in raising the capital we are seeking over the next 90 day's. We will pay 100% of the amount due upon the receipt of capital raised.
 - If we are unsuccessful, we will payout the remaining amount due via an earn-out equal to 50% the net income generated by the business until the amount has been paid in full.

We hope you can appreciate this offer as it represents what we, your partners, believe to be a fair and equitable compromise that allows for the maximum benefit for everyone involved. We look forward to your response in the near future.

Respectfully,

Biker, Steve and Brad

**Full Circle
Companies, LLC
(CA)**

Members _____
Officers _____
Domain Name _____
EIN _____
TFN _____

**Full Circle Holding
Company, LLC**

Members _____
Officers _____
Domain Name _____
EIN _____
TFN _____

**Full Circle Management
Company, LLC**

Members _____
Officers _____
Domain Name _____
EIN _____
TFN _____

**Full Circle Compound
Pharmacies, LLC**

Members _____
Officers _____
Domain Name _____
EIN _____
TFN _____

Leading Edge Finance, LLC

Members _____
Officers _____
Domain Name _____
EIN _____
TFN _____

Full Circle Edibles, LLC

Members _____
Officers _____
Domain Name _____
EIN _____
TFN _____

**Leading Edge Real Estate,
LLC**

Members _____
Officers _____
Domain Name _____
EIN _____
TFN _____

Full Circle Oils, LLC

Members _____
Officers _____
Domain Name _____
EIN _____
TFN _____

Leading Edge Staffing, LLC

Members _____
Officers _____
Domain Name _____
EIN _____
TFN _____

Full Circle Testing, LLC

Members _____
Officers _____
Domain Name _____
EIN _____
TFN _____

Full Circle Vapes, LLC

Members _____
Officers _____
Domain Name _____
EIN _____
TFN _____

DISCRPTION OF DUTIES

Exhibit S

Austin Legal Group, APC
LAWYERS
3990 OLD TOWN AVE, STE A-112
SAN DIEGO, CA 92110
LICENSED IN CALIFORNIA & HAWAII

TELEPHONE
(619) 924-9600

FACSIMILE
(619) 881-0045

Writer's Email:
gaustin@austinlegalgroup.com

January 1, 2015

VIA EMAIL

Mr. Adam Knopf
Mr. Mike Sherlock
Full Circle
2188 Bayfour Ct.
San Diego, CA 92109

We are pleased that you are considering engaging our firm to represent you with issues related to land use entitlements. Section 6148 of the California Business and Professions Code requires California lawyers to have written engagement agreements with their clients principally for the purpose of informing a client about billing practices and methods of handling client matters. In addition, I have found that a written agreement reduces confusion, clarifies the arrangement and proves mutually beneficial to both parties.

The standard terms of our fee agreement (the "Agreement") are set forth as follows:

1. **RESPONSIBILITIES OF THE PARTIES:** Austin Legal Group ("ALG") will provide those legal services reasonably required to render legal services as described in Paragraph 2 and will take reasonable steps to keep you informed of progress and developments, and to respond promptly to inquiries and communications. You agree to be truthful with ALG, to cooperate, to keep ALG informed of any information and developments which may come to your attention, to abide by this Agreement, to pay ALG's bills for costs on time, and to keep ALG advised of your address, telephone number and whereabouts.

ALG is not being retained to represent any party other than you. You understand that no particular result, compensation or recovery is or can be guaranteed or promised by ALG in rendering legal services requested by you for any particular matter. Communications between you and ALG may be made in person, via telephone, including via mobile phone, via facsimile, via mail or via e-mail, and you hereby authorize communication by all such means.

FEE ARRANGEMENT: Our fee arrangement is as follows: We will be compensated for legal services rendered on an Hourly basis.

- a) **HOURLY FEE:** Under our Hourly Fee arrangement ("Hourly Fee Services"), we will bill you for professional services at our standard hourly billing rate in effect at the time the services are rendered. The rate for Gina Austin and Tamara Leetham will be \$300.00 per

hour. From time to time, our paralegals and associates will assist us on your matters to help keep your legal costs as reasonable as possible. Our associates' rates range from \$150 to \$195 per hour. Our paralegal and law clerk rates range from \$55.00 to \$75.00.

b) RETAINER: A retainer of \$-0- will be required in this matter.

Upon withdrawal, termination, or conclusion of any positive balance (after payment of all ALG invoices) of your retainer will be returned to you; or, in the case of a negative balance, a final invoice will be rendered to you for payment within thirty (30) days for that amount.

2. SCOPE OF SERVICES: The scope of our services in this matter will be to consult and provide legal advice with regard to various land use entitlements. We will be pleased to perform such additional services at your request, and unless a new agreement is made, this fee agreement will apply to those services.

3. POTENTIAL CONFLICT OF INTEREST: Representation by ALG in a particular matter is contingent upon clearance of all conflicts of interest checks. ALG represents many companies and individuals, and our livelihood depends on our continuing ability to represent clients in numerous legal matters. In order to preserve our ability to represent clients in legal matters that arise in the future, including matters which may be directly adverse to you, by signing this agreement, you agree that ALG may terminate our representation of You, at any time, if our other client refuses to sign a concurrent representation conflict waiver required.

- ALG has determined there are currently no actual or potential conflicts of interest that have not already been disclosed in prior agreements.
- ALG has determined the existence of a potential conflict of interest. A conflict waiver is attached hereto as Appendix A. The waiver is hereby incorporated by reference to the effective date of this agreement.

4. LIEN: As security for the payment of all fees and costs, and without prejudice to any other rights or remedies ALG may have, You hereby grant to ALG a security interest in and a lien upon all retainers, escrow accounts, trust accounts, claims and causes of action that are subject to ALG's representation of you and on all proceeds of any recovery obtained by settlement, arbitration award, court judgment or otherwise. ALG's lien will be in an amount equal to any unpaid fees or costs owing to ALG under this Agreement. You expressly authorize ALG to take appropriate actions to perfect these security interests or liens, if necessary, and to resort to such security interests or liens to obtain partial or total satisfaction of any obligation or debt that you may have to ALG arising from this Agreement.

5. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the parties.

6. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY: If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

7. **MODIFICATION BY SUBSEQUENT AGREEMENT:** This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

8. **COUNTERPART SIGNATURES:** This Agreement may be signed by the Parties in multiple counterparts, all of which shall be taken together as a single document. A facsimile or e-mail signature constitutes an original and all evidentiary objections to same other than for authenticity of signature are waived.

If the foregoing meets with your approval, please date and sign this Agreement where indicated below, and return it to me, I will sign and copy the same for your files.

Very truly yours,
AUSTIN LEGAL GROUP, APC

We/I agree to retain Austin Legal Group on the foregoing terms.

Full Circle

Dated: _____

By: Adam Knopf/Michael Sherlock
Its: .

Exhibit T

**Austin Legal Group
3990 Old Town Ave
Ste A112
San Diego, CA 92110**

Invoice submitted to:

Full Circle

Invoice #	20768
Invoice Date	05/01/2015
For Services Through	04/30/2015
Terms:	Due on Receipt

<u>Date</u>	<u>By</u>	<u>Service Summary</u>	<u>Hours/Rate</u>	<u>Amount</u>
In Reference To: General Corporate (Labor)				
04/23/2015	AA	<i>Phone Call</i> Calls with Adam K. and David C. regarding Class B Unit and other terms for operating agreement	0.70 at \$ 225.00/hr	\$ 157.50
04/23/2015	AA	<i>Draft</i> Begin to review operating agreement and amend to incorporate Class B terms	1.00 at \$ 225.00/hr	\$ 225.00
04/24/2015	AA	<i>Draft</i> Complete review and amendment to operating agreement	1.80 at \$ 225.00/hr	\$ 405.00
04/24/2015	AA	<i>Draft</i> Draft side letter agreement with OG consulting for reimbursement of sums paid by OG on company's behalf	0.30 at \$ 225.00/hr	\$ 67.50
04/28/2015	AA	<i>Other</i> Call with David Chadwick to discuss redlines to operating agreement	0.10 at \$ 225.00/hr	\$ 22.50

Total Hours: 3.90 hrs
Total Labor: \$ 877.50
Total Amount: \$ 877.50

In Reference To: Land Use Entitlements (Labor)				
04/08/2015	GA	<i>Meeting</i> Attend weekly meeting re: Balboa.	1.00 at \$ 300.00/hr	\$ 300.00
04/24/2015	GA	<i>Other</i> Conference call re: deliveries.	0.20 at \$ 300.00/hr	\$ 60.00
04/27/2015	GA	<i>Other</i> Conference call re: deliveries with Biker and Bartell.	0.20 at \$ 300.00/hr	\$ 60.00

Total Hours: 1.40 hrs
Total Labor: \$ 420.00
Total Amount: \$ 420.00

In Reference To: PLPCC (Labor)				
04/13/2015	TL	<i>Review</i> Began reviewing Asset Purchase Agreement; E-mailed Mr. Knopf regarding additional information to complete review	0.20 at \$ 300.00/hr	\$ 60.00

04/19/2015	AA	<i>Other</i> Review agreements with full circle; create better deal structure to accomplish goals	1.00 at \$ 0.00/hr	No Charge
04/20/2015	GA	<i>Meeting</i> Meeting re: Full Circle	1.00 at \$ 0.00/hr	No Charge
04/20/2015	AA	<i>Meeting</i> Travel to and from meeting with Full Circle in Sorrento Valley; strategy meeting with Full Circle	1.50 at \$ 225.00/hr	\$ 337.50

Total Hours: 3.70 hrs
Total Labor: \$ 397.50
Total Amount: \$ 397.50

Total Hours: 9.00 hrs
Total Labor: \$ 1,695.00
Total Invoice Amount: \$ 1,695.00
Previous Balance: \$ 1,830.00
Balance (Amount Due): \$ 1,695.00

Payment History:

<u>Date</u>	<u>Type</u>	<u>Payment Description</u>	<u>Amount</u>
3/18/2015	Payment	included with plpcc payment	(\$1,830.00)

Trust Account Summary

Billing Period: 01/01/2015 - 05/01/2015

Client: Full Circle I General Matter Trust

Total Deposits

\$2,500.00

Total Disbursements

\$0.00

Current Balance

\$2,500.00

<u>Date</u>	<u>Transaction</u>	<u>Deposit</u>	<u>Disbursement</u>	<u>Balance</u>
04/30/2015	Received From-PLPCC	\$2,500.00		\$2,500.00

Exhibit U

Austin Legal Group
 3990 Old Town Ave
 Ste A112
 San Diego, CA 92110

pd ✓
1103
\$1000
toward
this \$
#2085

Invoice submitted to:
 PLPCC
 2188 Balfour Ct.
 San Diego, CA 92109

Invoice #	20812
Invoice Date	05/22/2015
For Services Through	05/22/2015
Terms:	Due on Receipt

<u>Date</u>	<u>By</u>	<u>Service Summary</u>	<u>Hours/Rate</u>	<u>Amount</u>
In Reference To: MMCUP (Labor)				
05/07/2015	TL	Draft Drafted rent receipt and acknowledgment; Conferred with Ms. Austin regarding status of first rent payment and deposit	0.50 at \$ 0.00/hr	No Charge
05/12/2015	AA	Phone Call Call with Adam to discuss disagreement with Full Circle, termination of Full Circle management agreement, and next steps with regards to other locations under contract; receive and review emails regarding LOI with new funding source	0.70 at \$ 195.00/hr	\$ 136.50
05/13/2015	AA	Other Call with Adam, Eric and Justus to discuss termination of management agreement with Full Circle; draft termination letter terminating management agreement with Full Circle	0.50 at \$ 195.00/hr	\$ 97.50
05/15/2015	GA	Other Review potential lease with Lytton; Telephone call with client;	0.20 at \$ 0.00/hr	No Charge
05/18/2015	TL	Other Telephone calls with Mr. Knopf and Ms. Austin regarding status of Full Circle-PLPCC relationship, status of 4 other MMCC locations, and next steps; Reviewed documents and e-mails related to the same	1.00 at \$ 300.00/hr	\$ 300.00
05/19/2015	TL	Other Telephone call with Mr. Knopf regarding additional documents and thoughts on potential future claims; Reviewed additional documents including partnership agreement with Mr. Sherlock	0.50 at \$ 300.00/hr	\$ 150.00

Total Hours: 3.40 hrs
 Total Labor: \$ 684.00
Total Invoice Amount: \$ 684.00
Previous Balance: \$ 5,321.50
Balance (Amount Due): \$ 684.00

Payment History:

<u>Date</u>	<u>Type</u>	<u>Payment Description</u>	<u>Amount</u>
4/8/2015	Payment		(\$5,321.50)

st Account Summary

Billing Period: 04/06/2015 - 05/22/2015

Client: PLPCC | General Matter Trust

Total Deposits

\$0.00

Total Disbursements

\$2,500.00

Current Balance

\$0.00

Date

04/30/2015

Transaction

Full Circle Trust Account

Deposit

Disbursement

\$2,500.00

Balance

\$0.00

Exhibit V

Austin Legal Group

LAWYERS
3990 OLD TOWN AVE, STE A-112
SAN DIEGO, CA 92110

LICENSED IN CALIFORNIA & HAWAII
TELEPHONE
(619) 924-9600

FACSIMILE
(619) 881-0045

Writer's Email:
tamara@austinlegalgroup.com

June 23, 2015

Michael D. Mazur
Mazur & Brooks
3203 Warm Springs Rd., Ste 500
Las Vegas, NV 89120

Via E-mail Only

Re: 3452 Hancock Street
San Diego, CA 92110

Dear Mr. Mazur:

In prior correspondence, I requested written confirmation from you about the parties you represent. Your June 22, 2015 letter states you represent Full Circle Management Company, LLC. I do not have any information on Full Circle Management Company's member or members are nor do I have any corporate governance documents. Your June 22, 2015 letter does not resolve my continuing issues with myriad other parties involved in these settlement negotiations that you do not represent and who are not currently part of the correspondence. Without this information, the propriety of your representation is questionable and it is unclear to me how any settlement dialogue can continue. Until I receive something from you in writing that states whether or not you represent the following individuals or entities, I cannot move forward with any settlement communications:

- Full Circle Companies, LLC
- Full Circle Communications, LLC
- Full Circle Holding, LLC
- David Chadwick
- Steve Lake
- Michael "Biker" Sherlock
- United Patients Consumer Cooperative

- Olive Street Cooperative
- Olive Tree Patients Association
- Renny Bowden
- Olive Tree Management
- Bradford Harcourt
- Shannon Snyder
- Richard Melograno
- Equity Capital, LLC
- High Sierra, LLC

Each one of these individuals or entities is somehow involved in a manner that requires their involvement in any settlement. Your June 22, 2015 letter offers to settle claims involving Full Circle Management Company, Full Circle Companies, Brad Harcourt, United Patients Consumer Cooperative, Shannon Snyder, Richard Melograno, the "Ramona location"(which we are informed is permitted through an entity called Olive Tree Patient Association, controlled by Renny Bowden) and Steven Lake. There are also various iterations of the Full Circle Companies, LLC Operating Agreement, Full Circle Balboa, LLC, and Full Circle Olive, LLC. Without a copy of the fully executed agreements, I cannot assume that they are valid.

As I indicated in my June 16, 2015 letter, PLPCC terminated the Full Circle Management Agreement on May 14, 2015 and again on June 16, 2015. We can certainly go back and forth about Full Circle Management Company's failure to perform or PLPCC's requirement that it provide the specific nature of the breach. I am fairly certain we will wholly disagree. Assuming for argument's sake the management agreement is valid, Full Circle Management Company breached pursuant to Section 8.1(a), which is failure to perform the Services specified in Article 1. Article 1 and associated Exhibit "A" define services. The management agreement does not say we have to tell your client they can cure, it simply states they have that right. As I am sure you recall, you indicated that a variety of the above listed individuals, who you do not say whether or not you represent, have indicated they do not wish to "work it out" and want to part ways with PLPCC and Adam Knopf. Given many of those individuals' sentiments, I do not see why we should anticipate a cure and thus no need for the cure period. Again, this discussion is made presuming the management agreement is valid, which it is not. The management agreement did not survive the "offer stage" and so there is no agreement to enforce.

Time is of the essence and I need an immediate response from you and your representation of all of the above, particularly with respect to Brad Harcourt, Biker Sherlock, and United Patients Consumer Cooperative. PLPCC continues to reserve, and does not waive, all rights against your client(s) arising under or related to the contents of this letter. Please do not hesitate to contact me with questions or concerns.

Sincerely,

AUSTIN LEGAL GROUP, APC

A handwritten signature in cursive script that reads "Tamara M. Leetham".

Tamara M. Leetham, Esq.

Exhibit W

MAZUR & BROOKS
A PROFESSIONAL LAW CORPORATION

2355 RED ROCK STREET, SUITE 100

LAS VEGAS, NEVADA 89146

TELEPHONE 702.564.3128

FACSIMILE 702.564.3175

LAS VEGAS, NEVADA

IRVINE, CALIFORNIA

June 24, 2015

SENT VIA EMAIL

Austin Legal Group, APC
Attn.: Tamara M. Leetham, Esq
3990 Old Town Ave, Suite A-112
San Diego, California 92110

Email: tamara@austinlegalgroup.com

Re: Full Circle Management Company LLC.

Dear Ms. Leetham:

We are in receipt of your correspondence dated June 23, 2015 wherein you erroneously claim that Biker Sherlock and another gentlemen made a visit to the Hancock location. This is completely false as neither any representative of Full Circle Management Company LLC nor Biker Sherlock made such a visit.

In addition, as I have represented to you in previous communications, our firm has been retained by Full Circle Management Company LLC. This is the entity that executed the Management and Consulting Services Agreement dated April 20, 2015 directly with Point Loma Consumer Cooperative. Our firm has not been retained by any of the individuals or other entities. Please advise if you intend on discussing settlement as I have been directed to continue with the deadline of June 25, 2015 as stated in my previous letter to you.

Very truly yours,

MAZUR & BROOKS

/s/ Micheal D. Mazur

MICHAEL D. MAZUR, ESQ.

MDM/dmm

cc: Matthew Dart, Esq. via email: matthew.dart@dlapiper.com
Gina Austin, Esq. via email: gaustin@austinlegalgroup.com

Exhibit X



December 28, 2023

Report of Investigation — Michael “Biker” Sherlock

Assignment: Shooting Reconstruction

Table of Content:

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San Diego Regional Crime/Incident Report.....	3
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Materials Reviewed:

- Medical Examiner’s Report¹
- Crime Scene Photographs
- San Diego Regional Crime/Incident Report
- Medical Examiner’s Investigative Report
- Medical Examiner’s Autopsy Report
- Medical Examiner’s Toxicology Report
- Litigation Documents found on the Justice for Amy website²

¹ Original Medical Examiner’s Report — https://www.justice4amy.org/wp-content/uploads/2023/02/12-03-2015_Michael-Sherlock-ME-Report.pdf

² Litigation Documents — <https://www.justice4amy.org/posts/case/>

Case Details:

Incident Date: 12/03/2015

Incident Location: Tourmaline Surfing Park, N 32 48 20 W 117 15 47, La Jolla CA 92037³, specifically Bird Rock Waterfront located at 400 Sea Ridge Dr, La Jolla, CA 92037⁴

Involved Persons:

Michael De Carlo “Biker” Sherlock

- Date of birth: 01/25/1968
- Date and time of death: 12/03/2015 at 6:34 am
- 47 year old, White Male
- Last seen alive: 12/2/2015 at 8:00 pm
- Found: December 3, 2015; 06:34 hours.

Steve Lake

- Brother-in-law of Michael Sherlock
- Sherlock’s business partner
- Arrived at scene looking for Sherlock

Tad Hodges

- Original reporting party

Amy Sherlock

- Widow of Michael Sherlock
- Sister-in-law of Lake

Dr. Mark Cooper

- A child psychologist with no known specialty in neurology or CTE.
- Spoke with Amy, Sherlock and Amy’s children, and Sherlock’s family.
- Razuki Investments, 8863-E Property Owner.

Summary:

The decedent was a 47 year old, married, White male who resided in San Diego with his wife and two minor children. The decedent was last seen by his wife on the evening of 12/2/2015 when he was upset and said he was going to the beach. On the morning of 12/3/2015, a surfer at Tourmaline Surfing Park saw the decedent seated on the rocky beach against the cliff. As he approached, he saw blood on his face and a gun at his left hip. The surfer called 9-1-1. San Diego Police Department and San Diego Fire Department engine 21 reposted to the scene and death was confirmed without intervention.

³ Map of Tourmaline Surfing Park — <https://www.google.com/maps/place/Tourmaline+Surf+Park/@32.8045344,-117.2713906,15.01z/data=!4m10!1m2!2m1!1sTourmaline+Surfing+Park,+N+32+48+20+W+117+15+47,+La+Jolla+CA+92037!3m6!1s0x80dc0188b1087a41:0x3b22bdbb852c6906!8m2!3d32.8051352!4d-117.2622363!15sCkJUb3VybWFsaW5lIFN1cmZpbmcgUGFyaywgTiAzMiA0OCAYMGBXIDExNyAxNSA0NywgTGEGSm9sbGEgQ0EgOTIwMzeSAQViZWJjaOABAA!16s%2Fm%2F010hnf9x?entry=ttu>

⁴ Bird Rock Waterfront — <https://www.google.com/maps/place/Bird+Rock+Waterfront/@32.8068555,-117.2678769,16.05z/data=!4m6!3m5!1s0x80dc01b2ad6c7dd5:0xe7bac3d6cbe62687!8m2!3d32.8079511!4d-117.266072!16s%2Fg%2F11h2nv7cxc?entry=ttu>

Medical Examiner's jurisdiction invoked according to the California Government Code 27491: Death due to known or suspected suicide.

San Diego Regional Crime/Incident Report

Crime Report completed by Eric Armstrong, San Diego Police Department, on 12/03/2015 at 07:34.

Location & State of Body:

Sherlock was found at the bottom of a staircase at the location. Sherlock was sitting North West of the staircase, on the coast line. Sherlock's feet were straight in front of him and his back was resting against the rock cliff. Sherlock's right hand was touching the ground beside him and his left hand was resting in his lap. Sherlock had dried blood on his face that originated from his nose and mouth. Sherlock also had dried blood inside his mouth. Both of Sherlock's eyes were open and his mouth was slightly open as well. Sherlock's extremities were stiff, and his person was pale.

History & Background:

Sherlock had no known physical health issues. Sherlock suffered from insomnia and depression. It was reported Sherlock had been "disorientated" for the last few days. Sherlock was "depressed about money issues" (according to Lake who made this comment to police) his family was having. However according to Amy Sherlock, Biker was more mentally preoccupied with the status of the CUP application that was taking a long time to being processed.

Evidence / Property:

I took photos of the scene as well as Sherlock's body. I recovered a black 9mm Sig Sauer handgun from the scene. The handgun was located beside of Sherlock's left hip. The barrel of the handgun was pointing upward, and resting against Sherlock's leg. The stock of the handgun was touching the ground. I later impounded the photos at the Northern Division Substation and the handgun at the Headquarters Property Room. Please see evidence collection below for barcode numbers. It is valuable to note that there is no signs of the tide reaching the body of the decedent or the firearm in any way.

Item #	Description	Barcode #	Impound Location
1	Sig Sauer Handgun (SN# B246247)	10559525	Headquarters
2	Ammo, Magazine	10559533	Headquarters
3	Photo CD/DVD		Northern Division

Firearm:

9mm Sig Sauer handgun (SN# B246247).

I later confirmed the firearm was registered to Michael Sherlock. When I discovered the firearm, the safety was in an off position and there was a black magazine inserted into the stock of the gun. There was a single round inside the chamber of the firearm, and the magazine was empty. A

shell casing was not discovered at the scene. I later impounded the firearm, ammo, and magazine at the Headquarters Property Room. No gun shot residue testing was done on the decedent at the time of the autopsy by the Medical Examiner, even though the dependents hands were bagged at the crime scene.

Witness Statements:

Statement of Steve Lake (Witness):

- I spoke to Steve Lake in person at the scene, Steve Lake essentially told me the following:
- Lake is the brother-in-law of Sherlock and lives in Encinitas, CA. On 12/3/15, at 0630 hours, Lake received a call from Sherlock's wife, Amy Sherlock, stating Sherlock left his residence the night before, on 12/2/15, and had not returned. After speaking with Amy, Lake left his residence to search for Sherlock. Lake knew Sherlock frequently visited the shoreline at 400 Sea Ridge Dr. He first searched a park on the shore line, just north of 400 Sea Ridge Dr. Lake then drove down the coast and found Sherlock's vehicle (#6MG752) parked at the location.

Statement of Amy Sherlock (Witness):

- I spoke to Amy Sherlock in person at her residence, Amy Sherlock essentially told me the following:
- Amy Sherlock is married to Michael Sherlock and they have two children together. For the past few weeks, Sherlock has been depressed and suffering from insomnia. Amy Sherlock was attempting to get Michael Sherlock on medication for depression but had been unable. Sherlock lost a skateboarding business around 2 years ago and lost a major business deal about 2 weeks ago. Amy reported that recently Sherlock had made statements about needing to sell their house and cars to pay for bills.
- On 12/2/15, at 2000 hours, Michael Sherlock became very upset over their residence's sink breaking and a flat tire that occurred on Amy's work vehicle. Sherlock stated he needed some time to "clear his mind" and left the residence. Amy did not want him to leave, but was unable to convince Sherlock to stay. At 2230 hours, Sherlock had not returned to the residence and Amy went to asleep. Amy was not worried about Sherlock since only a few hours had passed. On 12/3/15, at 0615 hours, Amy woke up to discover Sherlock had not returned to the residence. Amy became worried, and went online to the "NBC San Diego" website. On the website, Amy read about a "suspicious death" at "Bird Rock" in La Jolla, CA. Amy knew Sherlock frequently visited this area. At 0630 hours, Amy called her brother-in-law, Steve Lake, to inform him of the situation. Lake stated he would drive around to look for Sherlock.

Statement of Tad Hodgson (Reporting Party/Witness)

- I spoke to Tad Hodgson in person at the scene, Tad Hodgson essentially told me the following:
- On 12/3/15, at 0640 hours, Hodgson was heading to the coast line, at 400 Sea Ridge Dr, to see what the surf would be like for the day. Hodgson made his way down the staircase, at the location, towards the coast line. When Hodgson reached the bottom of the staircase, he

saw a pair of legs sticking out from the cliff side. The legs were located North West of where he was standing. Hodgson initially did not think anything of this because frequently people sleep at this location. When Hodgson saw no movement from the pair of legs, he approached them. When Hodgson got closer, he discovered a white male, approximately 30-40 years old, wearing a black jacket and grey pants. Hodgson could see a black handgun lying on the ground, beside the left hip of the body. Hodgson also saw dried blood coming from the body's nose and mouth. Hodgson immediately left the scene to call the police.

- Hodgson did not have a cell phone on him, so he went back up the staircase at the location. At the top of the staircase, Hodgson made contact with another person, who called in the incident for him.

Medical Examiner's Investigative Report

The County of San Diego's Office of Medical Examiner, Investigative Report completed by Sandy Joseph, Medical Examiner Investigator.

Antemortem Events:

On 12/3/2015 at 0812 hours, I obtained the following information from San Diego Police Officer Armstrong ID 7324 at the scene. On the morning of 12/3/2015, a surfer at Tourmaline Surfing Park, just south of Bird Rock was walking along the rocky beach to see surf conditions. As he rounded a small point, he saw the decedent seated against the cliff wearing street clothes. He walked closer as the tide was up and saw the decedent had blood around his face and a gun at his left hip. The surfer went up the beach access steps to the intersection Sea Ridge Drive and Linda Way and flagged down Tad Hodgson, who had just arrived to surf. Tad Hodgson used his cell phone to call 9-1-1. Officer Armstrong and San Diego Fire Department Engine #21 responded to the scene. Paramedic McCain confirmed death without intervention due to obvious fatal head trauma.

On 12/3/2015, I obtained the following information from the decedent's brother in law, Steve Lake at the decedent's home on. Steve stated he had spoken with the decedent on 12/2/2015 and "he was in a funk". Steve told the decedent he was coming over and they spent several hours together. During that time, the decedent had presented Steve with a list of problems. Steve said they were all little things but the decedent appeared to be overwhelmed. They talked about tackling the problems one by one until they were gone. The decedent never made any suicidal threats or appeared to be in any distress. When Steve left the decedent appeared better. On the morning of 12/3/2015, Steve's sister, Amy Sherlock, the decedent's wife called him and said the decedent had left around 2000 hours to go to the beach and he had not come home. Amy heard reports of a death at the beach and she asked Steve to go see if it was the decedent. This particular stretch of beach was sentimental to Amy and it was a known location to the decedent. Steve went to the location and saw the decedent's Ford Flex. He spoke with police and was advised of the death.

Past Medical, Surgical, and Social History:

On 12/3/2015, I obtained the following information from the decedent's wife, Amy Sherlock, at her home in San Diego. He had become increasingly depressed over business losses. The

decedent saw his primary care physician, Dr. Howard Williams of Scripps and was prescribed Ambien. They were trying to get him psychiatric help but no appointments were available until February 2016. The decedent did not smoke cigarettes or drink alcohol. He did smoke marijuana but had quit a few months ago. The decedent never made any threats or expressed any suicidal ideation. The decedent was in a BMX bicycle accident several years ago and his spleen was removed.

I obtained the following information from the office of Dr. Howard Williams, MD, the decedent's primary care physician. The decedent was seen on 3/9/2015 for an annual physical and to establish as a patient. History given was variety of injuries related to being a skateboarder, BMX rider and stuntman. The decedent had previous carpal tunnel surgery of both wrists, knee surgery and removal of his spleen three years previously. The decedent had a complaint of chronic back pain but was not on any medications at that time. On 11/12/2015, the decedent was seen for trouble sleeping and anxiety. He had lost his job and was sleeping poorly. His wife reported he snored very loudly and she had witnessed episodes of sleep apnea. The decedent stated he had a history of depression and took Wellbutrin for several years. He was diagnosed with sleep disturbance, obstructive sleep apnea, depression and back pain. He was started on Trazodone 50 mg tablets to be taken at bedtime.

Scene Description:

On 12/3/2015 at 0815 hours, I arrived at the scene. At the time of my arrival, the tide was going out and it was daylight. The area of the beach was comprised of large rocks overlying coarse sand. Some rocks were smooth and some were broken and had sharp edges. There were homes situated on the cliffs above the beach. There is a stairway leading from Sea Ridge Drive down to the beach which is frequented by surfers. There were seagulls on the beach and small crustaceans in proximity to the body. The decedent was seated with his back against the cliff at GPS Coordinates N 32 48 20 W 117 15 47. **There were a few small droplets of blood spatter north of the body.** A Sig Sauer 9mm semiautomatic handgun, serial number B246247 was against the decedent's left hip. The backstrap (back of the grip) was on the rocks and the magazine was partially ejected. There was one PMC 9mm Luger cartridge in magazine. There was rust on the weapon and the magazine. **No casing was found during a search of the scene.** The decedent's cell phone, wallet and keys were found in his pants pockets. The decedent's gray Ford Flex, California License Plate 6MP752 was parked on Linda Way. The vehicle was locked. The front seat appeared to be situated for someone of his reported height on the driver license of 5'10". The interior of the vehicle was very clean and neat. There was a crumpled white t-shirt in the rear of the vehicle and another shirt on a hanger. There was no blood inside the vehicle. There were no stains on the white t-shirt. The decedent's cell phone was fingerprint and password locked, however the notifications showed numerous missed phone calls and messages. The scene did not appear staged.

Body Description:

On 12/3/2015 at approximately 0825 hours, I viewed the body. The decedent was seated on the rocks with his legs extended straight in front of his body. His head was turned slightly to the right (North). His left hand was on his lap and his right hand was across rocks. There were a few small blood droplets North of the body. The decedent was wearing gray sweatpants, black hoodie zipped closed, red t-shirt and black lace shoes. There was a black ball cap was partially on and

behind left shoulder. There were numerous ants and sea roaches on the body. There was drying blood from the right side of his mouth. There was small blood spatter around his mouth and drying blood from his right nostril. There was a large blood clot in his mouth. There was a contusion on his right forehead. I palpated a possible defect in his mouth but could not view it due to clotted blood. There was crepitus of his head and a large depression on the occipital area of his head. There was no defect visible on the scalp. At 0845 hours, clean white paper protective bags were placed over his hands.

On 12/3/2015 at 0920 hours, 92M Transport personnel E. Arenas and Y. Andre placed the decedent in a clean, white pouch and blue tamper evident seal 4141517 was affixed to the pouch for transport to the Medical Examiner's Office.

Identification:

I identified the decedent from his California Driver License #B3811759.

Medical Examiner's Autopsy Report

The County of San Diego's Office of Medical Examiner, Autopsy Report completed by Robert Stanley, M.D., Deputy Medical Examiner.

Place of Death: Tourmaline Surfacing Park, N 32 48 20 W 117 15 47.

Date of Autopsy: December 4, 2015; 09:15 hours.

Cause of Death: Penetrating Intra-oral Gunshot Wound

Manner of Death: Suicide

Autopsy Summary:

- I. Penetrating intraoral gunshot wound:
 - A. Entrance: oral cavity/posterior pharynx.
 - B. Injury to: oral cavity, posterior pharynx, brainstem/upper cervical spinal cord, base of skull, and structures of posterior neck.
 - C. Exit: none.
 - D. Recovered: partially deformed copper-colored jacketed bullet recovered from tissue of posterior aspect of neck.**
 - E. Wound pathway: the wound pathway directed front-to-back and upward with no significant right/left deviation.
 - F. Associated injuries: hemorrhage along wound path, subarachnoid hemorrhage greater at base and right side of brain, subdural hemorrhage (approximately 20 ml), linear fractures of anterior cranial fossae and right and left sides of posterior cranial fossa, contusions of inferior temporal lobes of brain, hemoaspiration, **fine oral stretch marks on right and left aspects of skin of lips, and multiple contusions and abrasions of lower lip.**
- II. Other Injuries:

A. Abrasions and contusions of forehead, chin, posterior aspect of right hand, and right leg.

III. No evidence of significant natural disease identified.

IV. Other findings:

A. Extensive peritoneal adhesions and absent spleen status post remote splenectomy.

V. Toxicological testing not contributory.

Penetrating Intraoral Gunshot Wound:

In the oral cavity located midline is an entrance gunshot wound located approximately 9 inches below the top of the head. No obvious sore surrounds the wound. There is injury to the oral mucosa, tongue 1-3/4 x 1-1/2 inch stellate injury with soot surrounding the wound), soft palate to include uvula, posterior pharynx, clivus of base of skull, brainstem/upper spinal cord (transected), and soft tissue of posterior aspect of neck.

No exit wound is identified. A partially deformed copper-colored jacketed bullet is recovered from the soft tissue of the posterior aspect of the neck. The bullet pathway is directed front-to-back and upward with no significant right/left deviation. Associated with this gunshot wound is hemorrhage along the wound path, subarachnoid hemorrhage greater at the base and right side of the brain, subdural hemorrhage (approximately 20 ml), linear fractures of the anterior cranial fossae and right and left sides of the posterior cranial fossa, contusions of the inferior temporal lobes of the brain, hemoaspiration, fine oral stretch marks on right and left aspects of skin of lips, and multiple contusions and abrasions of the lower lip.

Minor Injuries:

A 1 x 1 inch red abrasion is on the right forehead, just above the lateral aspect of the right eyebrow. A 1/16 inch round abrasion is on the chin region. Multiple abrasions are on the posterior aspect of the right hand and digits of the right hand. A 1 x 1 inch faint red-pink contusion is on the anterolateral aspect of the distal right leg.

Medical Examiner's Toxicology Report

The County of San Diego's Office of Medical Examiner, Toxicology Report completed by Robert Stanley, M.D., Iain M. McIntyre, Ph.D., Amber Trochta, Toxicologist II.

Specimens Received: Central Blood, Gastric, Liver, Peripheral Blood 1, Peripheral Blood 2, Vitreous

Date Specimens Received: 12/07/2015

The tests of Alcohol Analysis (GC/FID-Headspace) and Drugs of Abuse Screen (ELISA) were completed and all of the results indicated "Not Detected."

EVIDENCE ROOM Opinions and Findings:

Based on our review of the physical evidence at this time regarding the death of Mr. Michael De Carlo “Biker” Sherlock, the following evidence is 100% **inconsistent with a self inflicted GSW** and **suicide**:

1. Abrasion on decedent and blood evidence:
 - A. The abrasion on his forehead top right area couldn't be caused as a result of GSW and could only have been caused from a manufactured object with a right edge ~1.5x2 right angle square/rectangle, which matches the dimensions of the bottom of the magazine clip documented to be the murder weapon and found at the scene.
 - B. There is blood on the bottom portion of the magazine clip which we would not expect to be deposited by the GSW. That blood was deposited by way of transfer stain resulting from a the blunt force impact to his forehead.
2. Furthermore, Mr. Sherlock was actively bleeding at the time the crime scene photographs were taken is the final resting position. Which means the wound to the head happened a very short time before the GSW.
3. Based on Autopsy report and associated photo's the GSW first penetrated through tongue, so the barrel of the gun being 3-4 inches into the mouth which could cause gagging, and not consistent with self inflicted GSW. Meaning that he could have been conscious enough to attempt to be push the barrel out with with his tongue. As a reflex.
4. Evidence at scene of gravity blood droplets approximately 6-10 feet away from his body can mean that Sherlock was in that area and was already bleeding “pistol whipped”. The location of the gravity blood droplets indicates the area in which the “pistol whipping” occurred to make Sherlock to be incapacitated enough to be shot and killed, resulting in him being then found in final resting.
 - A. There was blood found on the bottom of the firearm's magazine
5. The depression on the back of the decedents head could be linked to being struck on the head, causing him to fall forwards.

- A. This fall could have caused the injuries on his right hand and the inside thumb part of his palm that were documented in the Medical Examiners report.
 - B. This fall could have been when the transfer of sand and other debris from the ground was picked up on the clothing of the decedent.
6. The position of the weapon between his hip and elbow is not where we would expect the weapon to be if he was seated during a self-inflicted GSW.
- A. It is valuable to note that the decedent was right-handed, and the gun was found NEAREST his left hand.
7. At this time based on overall trauma from the muzzle to bullet, the injuries are not consistent with a SELF-INFLICTED GSW because it severed his spine at the level of his neck; there was a slight upwards trajectory of the projectile, but not upwards enough to penetrate the decedent's brain. BUT PENETRATED his tongue through the throat and into the back of neck.
- A. A self-inflicted GSW would have resulted in an SEVERE upward projectile trajectory INTO the brain, because the projectile severed the decedent's spine and not his skull, this IS NOT CONSISTENT WITH self-inflicted.
8. Furthermore, evidence SUGGESTS that the gun was forcibly inserted and sideways intramurally with the left side of the gun facing up and right facing down. Confirmed by;
- A. The distance between the two lower lip injuries that were documented are consistent with the gun being placed sideways in the decedent's mouth.
 - B. The blood on the left side, and only left, of the firearm documented indicates that the left side of the firearm was faced up. This can be seen on the firearm that was found at the scene of the crime. The blood on the firearm shows that the left side of the firearm was facing up towards the decedent and the right side of the firearm facing down, this can be determined because there was no blood on the right side of the firearm.

9. Sand present on both the front side of the decedents clothing and on and inside the firearm.
 - A. It is clear that the firearm was fired after it came into contact with sand due to the scrap marks that were documented in the photographs of the scene, consistent with the firearm scraping against the sand that was found on the firearm.
 - B. There was sand and dirt found on the front side of the decedents clothing, this indicates that at some point he was face down on the ground. The sand/dirt would have transferred from the ground and attach to the front of the decedent's clothing.

Final Thoughts:

The evidence that strongly suggest that this crime scene was staged;

- *No ejected shell casing recovered. This is the most obvious in that based on the normal operation of this gun, and any expected positioning of the gun, being discharged intra-orally, would confirm that this location should be easily found within 4 to 6 feet of the body.*
- *Blunt force trauma to the forehead.*
- *Position of the gun when recovered.*
- *Overall appearance of Mr. Sherlock is that he was roughed up or in a fight or scuffle of a substantial manner prior to the gunshot wound taking place*
- *Body position is not in a consistent position with a stationary individual.*

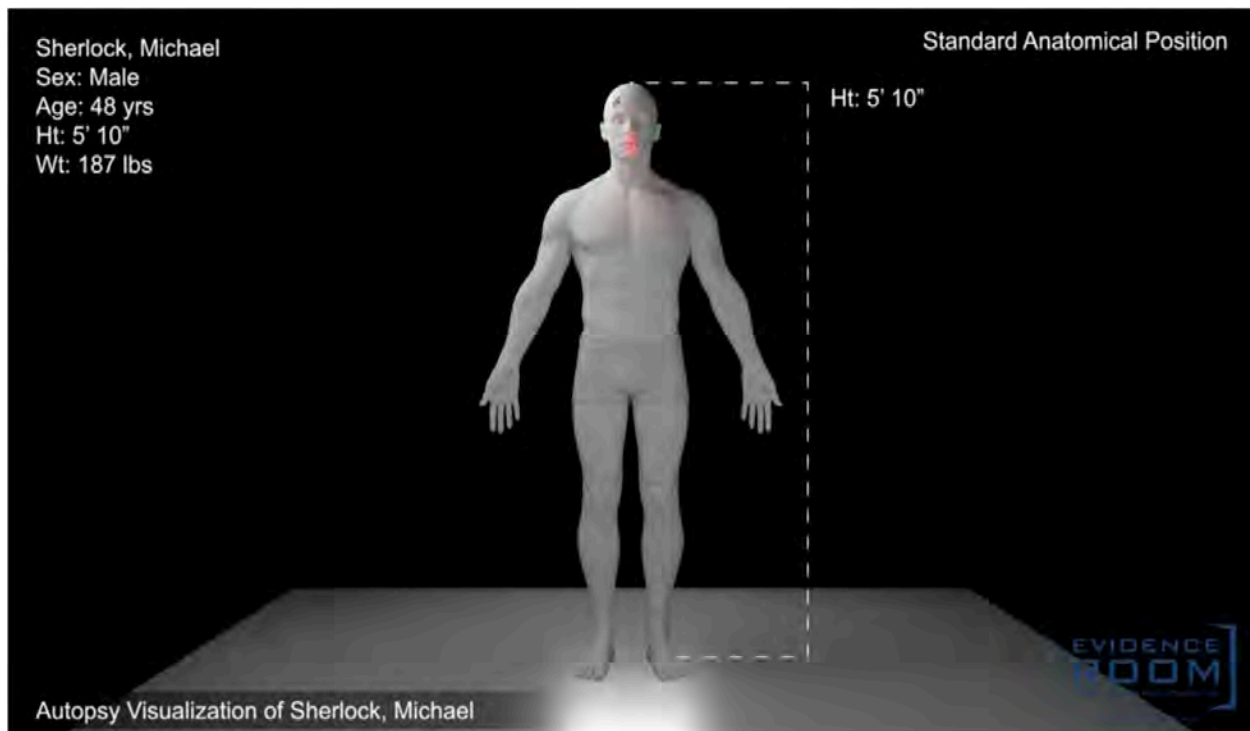
Commenting specifically on the quality and scope of the police investigation, I have the following comments. At best they did a cursory research analysis of the evidence, heavily relying upon confirmation bias for the path of least resistance.

I reserve the right to modify these opinions should additional information be made available for review.

These opinions are to a degree of scientific certainty and are demonstrated visually in the forensic animations linked below.

Evidence Room Reconstruction Animations & Links:

Exhibit 1 - Autopsy Visual⁵



The above animation is an autopsy visual that shows the anatomical depiction of Michael Sherlock. The video begins with showing Sherlock's sex, age, height, and weight. Following, the visual of a penetrating intra-oral gunshot wound is shown with no exit wound being identified as according to the medical examiner's report. The abrasions located on Sherlock's head are indicated and matched up to a photo taken by the medical examiner. Marks on both of Sherlock's hands are highlighted and matched up to photos taken by the medical examiner. A contusion on the anterolateral aspect of the distal right leg is shown.

⁵ Exhibit 1 - Autopsy Visual — https://www.dropbox.com/scl/fi/9ou2og2r60e1pcb6em3pw/Exh-1_Autopsy-Visual.mp4?rlkey=17j0gwgivh2n7n5b33jzrums7&dl=0

Michael “Biker” Sherlock Reconstruction⁶



The above animation is a visual reconstruction of what happened on the morning of December 3rd, 2015. The animation begins with Michael “Biker” Sherlock on the beach with two unknown assailants. The two assailants started to hit Sherlock, there is evidence of blunt force trauma on his upper right forehead which is consistent with the base of the magazine of the firearm (pistol whip) leaving an abrasion that is noted by the medical examiner. The plausible position of weapon when the firearm was discharged was angled with the left side of the firearm facing upwards, which caused teeth fractures and a lower lip abrasion both of these being evidence of forcible intra-oral trauma. The gunshot wound to the back of the throat is inconsistent with a self-inflicted gunshot wound, due to the trajectory of the path and the impact into his spinal cord. The contusion on his leg is consistent with being kicked or tripped. The dirt that is located on the front of his clothing is consistent with Sherlock being facedown on the ground at some point of the altercation.

⁶ Sherlock Reconstruction —https://www.dropbox.com/scl/fi/fkwhvwb2s5ptg59aov0kr/SHERLOCK_RECON_122623.mp4?rlkey=cj2rbnzqerbqkza0ipgcra2mv&dl=0

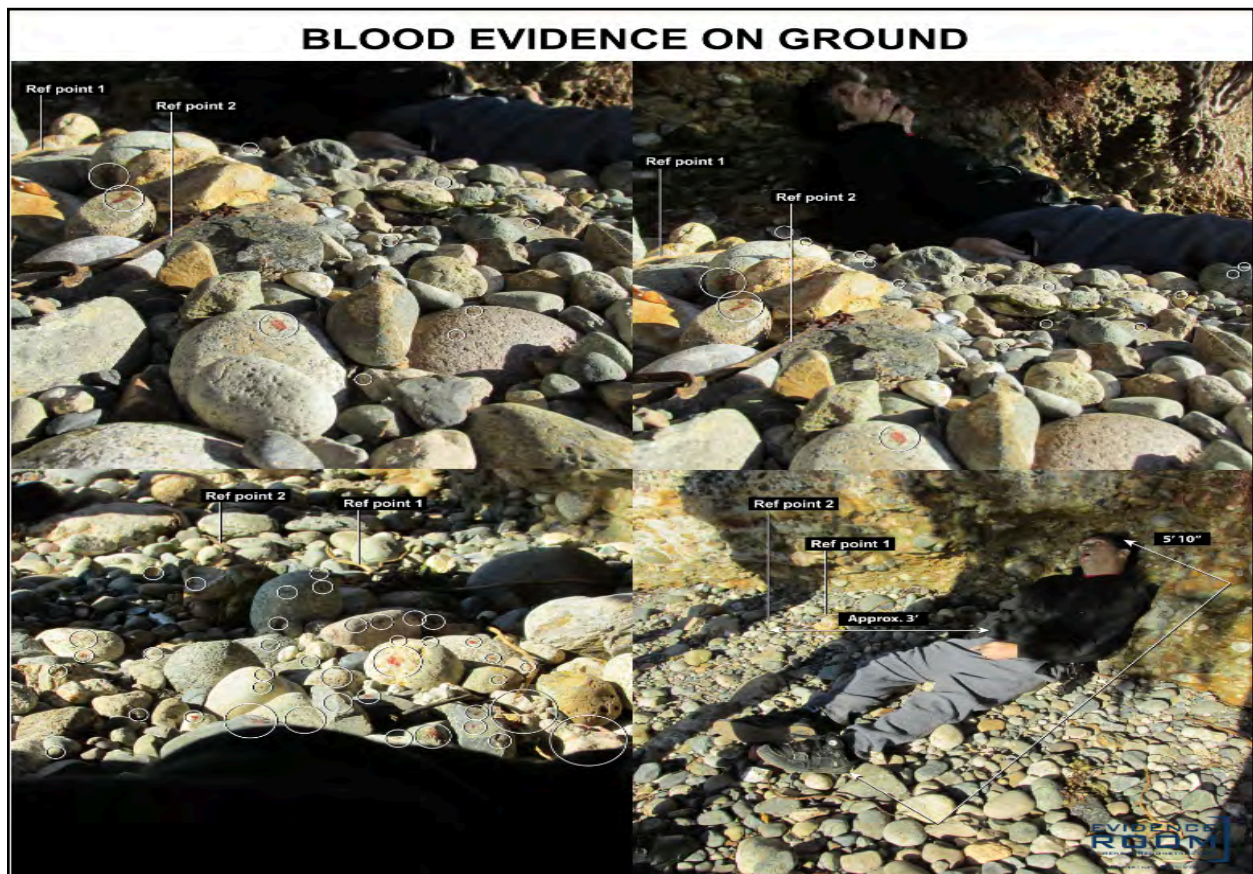
Blood Evidence on Gun⁷



There was blood found on the left side of the gun and not the right side of the gun indicating that it was a place in his mouth horizontally. Additionally, there was blood on the base of the magazine which is consistent in shape and size and then blood on it which would indicate that was the area of the gun that impacted his left front forehead.

⁷ Blood Evidence on Gun — https://www.dropbox.com/scl/fi/ri28lax8gwkf3rtrrs8my/Blood-Evidence_Gun.jpg?rlkey=eh11q5ib9vc264bdu05py517r&dl=0

Blood Evidence on Ground⁸



The blood evidence that was found on the ground was documented by police officers at the scene. The blood that was found was used to determine how the events took place before Sherlock was in his final resting place.

⁸ Blood Evidence on Ground — https://www.dropbox.com/scl/fi/avexta6m3aw4d5bm0iz09/Blood-Evidence_Ground.jpg?rlkey=1q111yvc55494o9gjm6cyy7wf&dl=0

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Roder". The signature is fluid and cursive, with the first name "Scott" written in a larger, more prominent script than the last name "Roder".

Scott G. Roder, Evidence Specialist
Roderevidence@icloud.com
216-502-0400

A handwritten signature in black ink, appearing to read "Megan Frate". The signature is fluid and cursive, with the first name "Megan" written in a larger, more prominent script than the last name "Frate".

Megan Frate, MCJ., Forensic Analyst
megan_frate@icloud.com

To learn more visit: Justice4Amy.org

Exhibit Y



County of San Diego Grand Jury

Citizen Complaint Form

San Diego County Grand Jury
550 Corporate Center
550 W C Street, Suite 860
San Diego, CA 92101-3518
619-236-2020 Fax 619-338-8127
Email: sdgrandjury@sdcounty.ca.gov

**Please Review Complaint
Guidelines on Reverse Side**

Date 12/19/2023

1. **Who:** (Your Name) Darryl Cotton
Address 6176 Federal Blvd.
City, State, Zip Code San Diego, CA 92114
Telephone 619.954.4447

2. **What:** Subject of Complaint: Briefly state the nature of complaint and the action of what San Diego County department, section agency or official(s) that you believe was illegal or improper.

Check This Box if you are using additional sheets for this question

The City of San Diego adult-use cannabis applications and licenses have not been treated fairly and equitably. When I tried to investigate what I saw as preferential treatment of an application for the 6220 Federal Blvd. dispensary I reached out to my community planning group chair, Mr. Ken Malbrough, through an email. Within two days, Mr. Malbrough had spoken to someone in the Development Services Department or City Council and he responded to me that he would no longer accept any emails from me. I believe the City's behind the scenes handling of these applications are done on a pay-to-play basis, with significant input from attorneys Gina Austin, Jessica McElfresh, Cynthia Morgan-Reed and lobbyist James Bartell. Among othe things, such as violations of the Brown Act, the result of this scheme has been the construction and operation of a marijuana outlet that does not meet SDMC requirements for traffic flow safety as there was **never an engineered traffic analysis performed** based on the proposed use and high impact accidents on Federal Blvd @ Winnett Street are up over 3,000% since it's opening.

3. **When:** Date(s) of Incident 04/05/2018 to current

4. **Where:** Names and addresses of other departments, agencies or officials involved in this complaint. Include dates/types of contact, i.e. phone, letter, personal.

Check This Box if you are using additional sheets for this question

06/11/2018 emails between myself and Ken Malbrough after having spoken to DSD he ceases all communications with me.
07/26/2018 my multi-party email to DSD requesting information on the 6220 Federal CUP application.
12/06/2018 Planning Commission Appeal Hearing @ page 31 Malbrough submits a blank Planning Group Distribution Form as proof there was a community planning group presentation, vote and approval.
12/06/2018 Planning Commission Hearing Item 4 @ 2:17:09 where Robert Robinson speaks on behalf of the approval of 6220. Robert's Broadway Heights Community Planning Group does not even encompass the project at this location.
12/06/2018 Planning Commission Hearing Item 4 @ 2:19:01 Ken Malbrough speaks on behalf of Encanto Neighborhood Planning Group's support of 6220 citing "when we approved that" does not support that with his signed vote Distribution Form.
07/31/2019 My Story of Setbacks shows, among other things, not one but two licensed child care facilities being located within 1,000 feet of the proposed dispensary.

5. **Why/How:** Attach pertinent documents and correspondence with dates.

Print Name: Darryl Cotton

It is a crime to report to the Grand Jury that a crime has been committed knowing the report to be false. Penal Code §148.5(d).

Digital versions of this print document can be found @ Justice4Amy.org in Litigation @ Section 13.



County of San Diego Grand Jury

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2. **What:** Subject of Complaint: Briefly state the nature of complaint and the action of what San Diego County department, section agency or official(s) that you believe was illegal or improper.

Check This Box if you are using additional sheets for this question

Since the passage of adult-use cannabis licensing the City of San Diego Development Services Department and Planning Commission have engaged in preferential treatment of certain applicants in a pay-to-play scheme that relies on certain lobbyists, attorneys and applicants who are often times not disclosed and rely on strawman applicants to acquire these licenses. This method of awarding licenses is unlawful and unfair to those competing for these limited number of licenses (4 per council district) when the process is rigged from the start. I have done a **DSD Steering Document** which is a deep dive review and analysis of all the licenses having been heard on appeal whereby key search words, often by the Planning Commissioners themselves, bemoan this exact situation.

3. **When:** Date(s) of Incident December 6, 2018

4. **Where:** Names and addresses of other departments, agencies or officials involved in this complaint. Include dates/types of contact, i.e. phone, letter, personal.

Check This Box if you are using additional sheets for this question

On 12/06/2018, Planning Commission Minutes, Item No. 4, Commissioner Peerson recuses herself from voting on the 6220 Federal Blvd. CUP due to a "financial conflict of interest." Her exact statement can be heard at **2:00:17 in the archived video** of that Hearing, Item No. 4.

There should be NO financial conflict of interest opportunity when it comes to awarding one of these licenses! Since this entire license application is clouded in pay-play-corruption by attorneys quite familiar and comfortable with these licensing agencies it should come as no surprise that they manipulate the system to have these CUPS awarded while making it appear the process is fair and transparent. Just one of the horrific end results of their slight of hand approvals can be seen by the **increased number** of major traffic accidents which have occurred since this license was granted.

5. **Why/How:** Attach pertinent documents and correspondence with dates.

Print Name: Darryl Cotton

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Date 12/18/2023

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Address 6176 Federal Blvd.
City, State, Zip Code San Diego, CA 92114
Telephone 619.954.4447

2. **What:** Subject of Complaint: Briefly state the nature of complaint and the action of what San Diego County department, section agency or official(s) that you believe was illegal or improper.

Check This Box if you are using additional sheets for this question

County revenues from licensed cannabis sales are falling. While there are a number of factors that can legitimately support this **reduction in revenue**, what the government, and media, has failed to realize is that are certain licensees are reporting their sales through the use of a cloud based point of sale software, which allows back-door manipulation of the sales and inventory data that, in a cash based industry, fails to accurately report the actual sales whereby the correct tax amount is paid to the licensing agencies.

3. **When:** Date(s) of Incident 2023/2024

4. **Where:** Names and addresses of other departments, agencies or officials involved in this complaint. Include dates/types of contact, i.e. phone, letter, personal.

Check This Box if you are using additional sheets for this question

POS Tax Fraud: In consideration of these reported **1st QTR 23/24 Cannabis Tax Revenues**, I would like to submit the information I have under seal for further consideration.

5. **Why/How:** Attach pertinent documents and correspondence with dates.

Print Name: Darryl Cotton

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**Please Review Complaint
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Date 12/18/2023

1. **Who:** (Your Name) Andrew Flores, Esq. SBN 272958
Address 427 C Street, Ste 220
City, State, Zip Code San Diego, CA 92101
Telephone 619.256.1556

2. **What:** Subject of Complaint: Briefly state the nature of complaint and the action of what San Diego County department, section agency or official(s) that you believe was illegal or improper.

Check This Box if you are using additional sheets for this question

I have been representing Ms. Amy Sherlock since 2020. The essence of her civil case revolves around her rights to her deceased husband, Michael "Biker" Sherlock's adult-use cannabis licenses which he acquired just months before his death. There should be no doubt that when licensing authorities are met with a legal authority that commands them to undertake a mandatory action by virtue of a "shall" directive, they do so. To assure myself that I was not somehow misinterpreting the law, I sent a letter to the Department of Cannabis ("DCC") seeking clarification on that language. Anyone reading this exchange can appreciate, there was no substantive response to my inquiry and I was ignored. As this goes to the application process, I find it critical that the actual owners are disclosed and those who don't qualify are not given licenses as it creates a threat to public health and welfare, if criminals are allowed to own these licenses.

3. **When:** Date(s) of Incident 2020 to current

4. **Where:** Names and addresses of other departments, agencies or officials involved in this complaint. Include dates/types of contact, i.e. phone, letter, personal.

Check This Box if you are using additional sheets for this question

01/10/2023 Flores letter to DCC and other parties regarding the illegal acquisition of adult-use cannabis licenses.
01/17/2023, DCC response
01/18/2023 Flores's reply letter

5. **Why/How:** Attach pertinent documents and correspondence with dates.

Print Name: Andrew Flores

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**Please Review Complaint
Guidelines on Reverse Side**

Date 12/18/2023

1. **Who:** (Your Name) Amy Sherlock
Address 6176 Federal Blvd.
City, State, Zip Code San Diego, CA 92114
Telephone [REDACTED]

2. **What:** Subject of Complaint: Briefly state the nature of complaint and the action of what San Diego County department, section agency or official(s) that you believe was illegal or improper.

Check This Box if you are using additional sheets for this question

With the death of my husband, Michael "Biker" Sherlock on December 2, 2015 the adult-use cannabis permits at 8863-E Balboa Ave., Suite E San Diego, CA 92123, he had acquired in his name, was reappointed by Development Services Department staff, by Edith Gutierrez, Firouzeh Tirandazi and Travis Cleveland, in a strange and curious fashion (5 exchanges as shown below) to ultimately exclude me from any interest I had inherited as a result of Bikers death. However, in a **November 13, 2023 email** with Travis Cleveland, and cc'd to Lara Gates, City of San Diego Director of Cannabis, Travis acknowledges that the permit was indeed transferred to me, and there was no record of my ever having undergone a background check. Why? Because I not only didn't know the Permit had been transferred in my name, I was never advised I had to take a background check either!

3. **When:** Date(s) of Incident 2015-2017

4. **Where:** Names and addresses of other departments, agencies or officials involved in this complaint. Include dates/types of contact, i.e. phone, letter, personal.

Check This Box if you are using additional sheets for this question

On 06/17/2015, Project No. 368347, at Page 18, DSD approves Mr. Michael "Biker" Sherlock, as original licensee.
On 03/17/2016, Project No. 467963, Edith Gutierrez, DSD Project Manager creates a permit in my name.
On 03/17/2016, Project No. 368347, Edith Gutierrez, DSD Project Manager transfers the permit to Brad Harcourt.
On 01/30/2017, Project No. 368347, Firouzeh Tirandazi, DSD Project Manager transfers to permit to Ninus Malan.
On 02/27/2017, Project No. 538985, Firouzeh Tirandazi, DSD Project Manager issues a 2nd year background check to Harcourt.

5. **Why/How:** Attach pertinent documents and correspondence with dates.

Print Name: Amy Sherlock

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**Please Review Complaint
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Date 12/18/2023

1. **Who:** (Your Name) Tiffany Knopf

Address [REDACTED]

City, State, Zip Code [REDACTED]

Telephone [REDACTED]

2. **What:** Subject of Complaint: Briefly state the nature of complaint and the action of what San Diego County department, section agency or official(s) that you believe was illegal or improper.

Check This Box if you are using additional sheets for this question

As a result of a divorce I'm currently involved in with my soon to be ex-husband Adam Knopf, I have discovered some things that warrant a look at, specifically for their illegality in the adult-use cannabis industry to which Adam is a licensee. I bring these things forth because it is only a result of my having the benefit of hindsight, and through the divorce proceedings, that I have come to the realization that my case is far bigger than a simple separation of community assets. It is a fraud of monumental proportions that involves theft of federal (PPP and SBA Funds), state and local revenues as a result of improper bookkeeping in a largely cash business. To be clear, I was not aware of his activities as his MO was to tell me very little and what he did tell me, for the most part, I've discovered are lies. With the help of his corrupt attorneys, such as Gina Austin and Tamara Leetham, as well as an unethical accountant in Justus Henkes they have blocked me and my attorney from the information we request in discovery that would reveal both his disclosed and undisclosed interests. It is in the interest of broader justice that I set forth the following.

3. **When:** Date(s) of Incident 2012 to current

4. **Where:** Names and addresses of other departments, agencies or officials involved in this complaint. Include dates/types of contact, i.e. phone, letter, personal.

Check This Box if you are using additional sheets for this question

The difficulty I have had in understanding just what I was entitled to from what interest I had in the Golden State Greens dispensary required lengthy and expensive battles which turned on not only what Adam and his counsel determined to having no interest, to what desperate financial straights GSG was in. The deposition of Justus Henkes, CFO/CPA was done with exhibits that served to provide us with a clear understanding that their books, their methods and the money that deemed due from a City of San Diego Tax Deficiency (-\$542K) audit, was based on non-existent numbers that, for whatever reason, the City decided put them in a position to define the shortfalls associated with their sales. Please consider my **Steering Document** dated 11/18/23, in response to this deposition as well as my sworn **Affidavit** ISO Amy Sherlock and the business relationship her deceased husband, Michael "Biker" Sherlock had with Adam and decide for yourself if there was criminality taking place.

5. **Why/How:** Attach pertinent documents and correspondence with dates.

Print Name: Tiffany Knopf

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Date 12/19/2023

1. **Who:** (Your Name) Tiffany Knopf

Address [REDACTED]

City, State, Zip Code [REDACTED]

Telephone [REDACTED]

2. **What:** Subject of Complaint: Briefly state the nature of complaint and the action of what San Diego County department, section agency or official(s) that you believe was illegal or improper.

Check This Box if you are using additional sheets for this question

Where my husband and licensee Adam Knopf would frequently make his cannabis industry business connections was through his relationship with Phil Rath, a lobbyist with PPR Solutions, Inc. As will be shown below, the relationships between Adam and all those parties listed on his lobbying form are at times involved in hiding Adam's interests in projects that should he be disclosed require those assets to be considered in our current divorce proceedings. Of note will be the questionable CUPs that have been issued where Golden State Greens (Our cannabis dispensary) is listed on the list of City licensed cannabis projects but in this case involves a property on 1215 Nutmeg Street where Aaron Magagna is the permittee. I would request that Rath Consulting be required to show his records under this Grand Jury subpoena authority since not only the clients list he represents begs those answers but his having donated sums to Councilmember Stephen Whitburn has to be cleared of any wrongdoing as had been found with his previous Chief of Staff Jesus Cardenas and his Grassroots lobbying group where preferential permitting exists.

3. **When:** Date(s) of Incident 2023

4. **Where:** Names and addresses of other departments, agencies or officials involved in this complaint. Include dates/types of contact, i.e. phone, letter, personal.

Check This Box if you are using additional sheets for this question

2021 EC 601 City of San Diego Lobbying form showing @ page 5, representing United Medical Marijuana Coalition both Adam and Aaron Magagna having reached \$1,000 in contributions. Page 15 shows his fundraising for, among others, Councilmember Whitburn.
11/08/2018 San Diego Reader, Phil Rath sanctioned again for failing to reveal cash contributions.
04/19/2023, City of San Diego Hearing Officer Report No. HO23-019. We contend that this is an unbuildable project at this location and is used as an approved location, they can maintain the CUP for up to 3 years, tying up the 4 per district limit, until such time that Magagna and Knopf can submit at a different better location and dissolve that CUP without any competition.
11/23/2023 Highly Questionable CUPS-1215 Nutmeg-Adam Knopf and Aaron Magagna.

5. **Why/How:** Attach pertinent documents and correspondence with dates.

Print Name: Tiffany Knopf

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Email: sdgrandjury@sdcounty.ca.gov

**Please Review Complaint
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Date 12/20/2023

1. **Who:** (Your Name) Jacob P. Austin, Esq. SBN 290303
Address PO Box 231189
City, State, Zip Code San Diego, CA 92193-1189
Telephone 619.357.6850

2. **What:** Subject of Complaint: Briefly state the nature of complaint and the action of what San Diego County department, section agency or official(s) that you believe was illegal or improper.

Check This Box if you are using additional sheets for this question

In my capacity in representing Darryl Cotton, I have come to realize that there is a pervasive attempt, by certain rogue attorneys, to see that some of their clients who are applying for, or have acquired, adult-use cannabis licenses within the City of San Diego, have done so by having those clients, who would not qualify if their identities were disclosed, use strawman applicants on their behalf to apply for and gain undisclosed ownership interests in those licenses. In the case of Corina Young, her counsel, Natalie Nguyen under the command and control of attorneys Gina Austin and Matt Shapiro, actively engaged in a game of keep-away to ignore a lawful subpoena and not provide Young's case dispositive testimony which would have exposed these practices. Accordingly, I do hereby support a Grand Jury be convened to investigate a growing mountain of evidence that supports these allegations that would prove a fraud amongst the court is being committed in the furtherance of these schemes.

3. **When:** Date(s) of Incident June 13, 2018 forward

4. **Where:** Names and addresses of other departments, agencies or officials involved in this complaint. Include dates/types of contact, i.e. phone, letter, personal.

Check This Box if you are using additional sheets for this question

06/28/2019 Subpoena of Corina Young
01/16/2019 Emails between Young attorney Natalie Nguyen and Jacob Austin seeking Young's deposition.
10/28/2020 Young to Cotton email sharing Nguyen's confidential "bluffing" email communication that she no longer had to fear testifying and that her legal fees had been paid.
06/13/2018 Ex Parte Application with exhibit emails between attorneys Matt Shapiro and Jacob Austin.

5. **Why/How:** Attach pertinent documents and correspondence with dates.

Print Name: Jacob Austin



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**Please Review Complaint
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Date 12/20/2023

1. **Who:** (Your Name) Corina Young
Address 6176 Federal Blvd.
City, State, Zip Code San Diego, CA 92114
Telephone [REDACTED]

2. **What:** Subject of Complaint: Briefly state the nature of complaint and the action of what San Diego County department, section agency or official(s) that you believe was illegal or improper.

Check This Box if you are using additional sheets for this question

During the June 12, 2015 City of San Diego Planning Commission Hearing on Item No. 8 it can be seen that two highly significant statements are being made as to the integrity of the CUP application process. The first statement comes from attorney David Demian and the second from Benjamin Zoback. What they are speaking about in general is how the process is being "gamed" and specifically how the 3452 Hancock Street MMCC was manipulated, by attorney Gina Austin, on behalf of her client, Adam Knopf, through the use of the CEQA process to put competing CUP applicants behind the 3452 CUP so that when considering both the maximum number of CUP's (4) in the council district and that some of the competing CUP's were within a 1,000 ft. radius which, once 3452 CUP was approved, their applications could not be considered. Considering that Adam benefited from this practice and Zoback literally apologizes during the Hearing for having filed a "frivolous" appeal, it MUST be determined who was behind this.

3. **When:** Date(s) of Incident June 6, 2015

4. **Where:** Names and addresses of other departments, agencies or officials involved in this complaint. Include dates/types of contact, i.e. phone, letter, personal.

Check This Box if you are using additional sheets for this question

11/21/2014: SD Union Tribune, New Strategy Mars Pot Shop Approvals-Citing Atty. Jessica McElfresh
03/12/2015: City of San Diego Planning Commission, Minutes, Item No. 8, 3452 Hancock Street CUP Appeal
03/12/2015: Planning Commission, Item 8, Testimony of Benjamin Zoback @ 2:27:55
03/12/2015: Planning Commission, Item 8, Transcript of Atty. David Demian and Benjamin Zoback

5. **Why/How:** Attach pertinent documents and correspondence with dates.

Print Name: Corina Young

It is a crime to report to the Grand Jury that a crime has been committed knowing the report to be false. Penal Code §148.5(d).

Digital versions of this print document can be found @ Justice4Amy.org in Litigation @ Section 13.



County of San Diego Grand Jury

Citizen Complaint Form

San Diego County Grand Jury
550 Corporate Center
550 W C Street, Suite 860
San Diego, CA 92101-3518
619-236-2020 Fax 619-338-8127
Email: sdgrandjury@sdcounty.ca.gov

**Please Review Complaint
Guidelines on Reverse Side**

Date 12/20/2023

1. **Who:** (Your Name) Phillip Zamora

Address [REDACTED]

City, State, Zip Code [REDACTED]

Telephone [REDACTED]

2. **What:** Subject of Complaint: Briefly state the nature of complaint and the action of what San Diego County department, section agency or official(s) that you believe was illegal or improper.

Check This Box if you are using additional sheets for this question

Between January thru April 2017, I was the Director of Operations at a licensed cannabis dispensary located at 8863-E Balboa Avenue. I worked for the owners Mr. Ninus Malan and Mr. Salam Razuki. During that time I had numerous meetings with attorney Gina Austin, Razuki and Malan to discuss strategies that would contemplate the acquisition of more licenses both at the Balboa property and their property in Lemon Grove. It was represented to me that Austin, in her representation of some 5 wealthy parties, would create a monopoly enterprise in the adult-use cannabis market whereby there would be near zero competition to the enterprise. With that and what I know relative to the death of Michael "Biker" Sherlock not being a suicide, I do hereby support a Grand Jury be convened to investigate the growing evidence that supports the allegations being made against multiple parties, including attorney Gina Austin in furtherance of these licensing schemes.

3. **When:** Date(s) of Incident January thru April 2017

4. **Where:** Names and addresses of other departments, agencies or officials involved in this complaint. Include dates/types of contact, i.e. phone, letter, personal.

Check This Box if you are using additional sheets for this question

07/26/2022 Reporters Transcript of the Candid Chronicle Reporter Cara Anderson Interview of Phillip Zamora

10/01/2018 Voice of San Diego article regarding 8863 Balboa Avenue and how silent investors like Razuki subvert the system.

5. **Why/How:** Attach pertinent documents and correspondence with dates.

Print Name: Phillip Zamora

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County of San Diego Grand Jury

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**Please Review Complaint
Guidelines on Reverse Side**

Date 12/24/2023

1. **Who:** (Your Name) Darryl Cotton
Address 6176 Federal Blvd.
City, State, Zip Code San Diego, CA 92124
Telephone 619.954.4447

2. **What:** Subject of Complaint: Briefly state the nature of complaint and the action of what San Diego County department, section agency or official(s) that you believe was illegal or improper.

Check This Box if you are using additional sheets for this question

Chris Williams is a black man and owner of the **Candid Chronicle**, a nationally recognized web-based cannabis **publication**, with a long standing affinity for cannabis, the law surrounding its use and regulation and the social-equity opportunities it presents when it comes to the advances that historically have suppressed those of color from entering into the legal, adult-use cannabis arena through proper licensing and vetting of those able and willing to enter into that arena. I am one of those candidates. Williams engaged noted cannabis attorney Gina Austin for what was to be her representation of him in the pursuit of certain cannabis licenses. What we have come to find out about Austin, while representing Williams she was also representing other, more financially preferential applicants to her scheme to have representation and undisclosed interests in certain licensed cannabis entities within San Diego County. We request that a Grand Jury perform a full investigation of these violent, racist, unethical, and unlawful violations for criminal prosecution of what we know Austin and her government accomplices engage in.

3. **When:** Date(s) of Incident From 2016 forward

4. **Where:** Names and addresses of other departments, agencies or officials involved in this complaint. Include dates/types of contact, i.e. phone, letter, personal.

Check This Box if you are using additional sheets for this question

01/28/2020 Declaration of Gina Austin ISO of Proposed Intervenor KIM INVESTMENTS-3515 Harris St. Lemon Grove
10/26/2017 Texts from Tiasha Brown, SD Democratic Party **Black Caucus Chair**, soliciting bribe payment from me
2022 City of Lemon Grove Year End Audit Report showing accounting errors. This is just the tip of the iceberg.
10/18/2020 SDUT: 8920 Broadway, Lemon Grove re CUP license Gina Austin's opposition to Williams application.
April 2023 East County Magazine reports an alleged bribe to Mayor Vasquez to approve an adult-use CUP.
May 2023 East County Magazine reports preferential adult-use licensing treatment at 6691 Federal Blvd., LG
02/16/2023 City of San Diego Social Equity Cannabis funds are NOT going to legitimate applicants.
05/11/18 WILLIAMS v ARAMBULA ET AL Where Lemon Grove City Councilman Arambula beats Williams.

5. **Why/How:** Attach pertinent documents and correspondence with dates.

Print Name: Darryl Cotton



Chris Williams
619.847.8264



County of San Diego Grand Jury

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Date 12/24/2023

1. **Who:** (Your Name) Darryl Cotton
Address 6176 Federal Blvd.
City, State, Zip Code San Diego, CA 92124
Telephone 619.954.4447

2. **What:** Subject of Complaint: Briefly state the nature of complaint and the action of what San Diego County department, section agency or official(s) that you believe was illegal or improper.

Check This Box if you are using additional sheets for this question

Prior to Prop 64 being voted on in 2016, Americans for Safe Access would, during the course of their normal weekly meetings, allow special guest speakers to spend the better part of an hour, extolling the virtues of passing Prop 64 as progressive cannabis law and regulation. ASA National and their local Chapter Chair, Terrie Best refused to take a position on Prop 64 as they claimed they only opined on medical cannabis related matters and Prop 64 was Adult-Use Recreational. Of course this was nonsense as it was the biggest thing to happen to medical marijuana since Prop 215 passed but further absurdity was on display when cannabis attorney Jessica McElfresh would speak about the importance of passing 64 and when I would bring up the actual language in 64 she would respond that this was not the place to talk about that but instead would have lunch with me to discuss it. I called her the next day and she said she would do lunch but it would cost \$300/hour with a 2 hour minimum. McElfresh was using ASA to troll for new applicant clients and today, Terrie Best is attempting to rewrite history and deleting my reply in OB Rag would expose this for what it is. The height of hypocrisy and aiding and abetting crimes that McElfresh and Gina Austin are committing.

3. **When:** Date(s) of Incident From 2016 forward

4. **Where:** Names and addresses of other departments, agencies or officials involved in this complaint. Include dates/types of contact, i.e. phone, letter, personal.

Check This Box if you are using additional sheets for this question

Americans for Safe Access website-about-501C3
ASA Local Chapters - San Diego, Terrie Best, Chapter Chair
12/21/2023 OB Rag, Roll Up for Cannabis Equity by Terrie Best re social equity licensing, PPP and monopolies.
12/23/2023 Cotton Reply to the Article. Of note the reply shows "Awaiting Moderation." As can be seen in the comments, my comment was not allowed to post. Terrie Best knows what she and ASA did in furthering the adult-use licensing and regulation in CA and certainly within SD. My comment was not offensive. For Best to continue to suppress my 1st amendment rights and attempt to now wrap herself in the cloak of medical cannabis advocacy, in light of what they have done to get us here, is astoundingly arrogant and deceitful.

5. **Why/How:** Attach pertinent documents and correspondence with dates.

Print Name: Darryl Cotton

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Date 12/24/2023

1. **Who:** (Your Name) Darryl Cotton
Address 6176 Federal Blvd.
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Telephone 619.954.4447

2. **What:** Subject of Complaint: Briefly state the nature of complaint and the action of what San Diego County department, section agency or official(s) that you believe was illegal or improper.

Check This Box if you are using additional sheets for this question

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3. **When:** Date(s) of Incident From 2016 forward

4. **Where:** Names and addresses of other departments, agencies or officials involved in this complaint. Include dates/types of contact, i.e. phone, letter, personal.

Check This Box if you are using additional sheets for this question

Americans for Safe Access website-about-501C3
ASA Local Chapters - San Diego, Terrie Best, Chapter Chair
12/21/2023 OB Rag, Roll Up for Cannabis Equity by Terrie Best re social equity licensing, PPP and monopolies.
12/23/2023 Cotton Reply to the Article. Of note the reply shows "Awaiting Moderation." As can be seen in the comments, my comment was not allowed to post. Terrie Best knows what she and ASA did in furthering the adult-use licensing and regulation in CA and certainly within SD. My comment was not offensive. For Best to continue to suppress my 1st amendment rights and attempt to now wrap herself in the cloak of medical cannabis advocacy, in light of what they have done to get us here, is astoundingly arrogant and deceitful.

5. **Why/How:** Attach pertinent documents and correspondence with dates.

Print Name: Darryl Cotton

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**Please Review Complaint
Guidelines on Reverse Side**

Date 12/28/2023

1. **Who:** (Your Name) Amy Sherlock
Address 6176 Federal Blvd.
City, State, Zip Code San Diego, CA 92114
Telephone [REDACTED]

2. **What:** Subject of Complaint: Briefly state the nature of complaint and the action of what San Diego County department, section agency or official(s) that you believe was illegal or improper.

Check This Box if you are using additional sheets for this question

My husband, Michael "Biker" Sherlock, died on December 2, 2015. The medical examiner determined his cause of death to be a suicide. I was devastated by his death but felt that those professionals who would make this determination relied on the evidence they had before them to arrive at this determination. In 2020, I received information that suggested I might want to look into the cause of death because there would have been a motive to eliminate Biker from being the permittee on not one but two adult-use cannabis licenses he had successfully acquired just months before his death. I have since come to find, through 2 different 3rd party investigators, one of which, Scott Roder of the **Evidence-Room** a nationally recognized shooting scene team of experts, prepared a report with animations depicting what the physical evidence at the scene would have made it "100% inconsistent with a suicide." Mr. Roder is prepared to testify on behalf of his report and those actions or inactions that should have made the original cause of death murder as he has described it as a "staged scene."

3. **When:** Date(s) of Incident December 2015 thru current

4. **Where:** Names and addresses of other departments, agencies or officials involved in this complaint. Include dates/types of contact, i.e. phone, letter, personal.

Check This Box if you are using additional sheets for this question

January 2020: Darryl Cotton and Amy Sherlock's private messages re Biker's death may not be a suicide.
November 30, 2022: The Armorous Report with Exhibits finds that the COD, should have been ruled undetermined.
December 27, 2023: The Evidence-Room Michael "Biker" Sherlock Video death scene reconstruction animation.
December 28, 2023: The Evidence-Room Michael "Biker" Sherlock COD Written Analysis and Report finds, based strictly on physical evidence, the reported COD was 100% not consistent with suicide.
Based on the evidence provided herein, I support a Grand Jury being convened to investigate my husbands, murder and the pay-to-play corruption in adult-use cannabis licensing that exists in the City of San Diego and provided motive to those who directly benefited from his death.

5. **Why/How:** Attach pertinent documents and correspondence with dates.

Print Name: Amy Sherlock



County of San Diego Grand Jury

Citizen Complaint Form

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San Diego, CA 92101-3518
619-236-2020 Fax 619-338-8127
Email: sdgrandjury@sdcounty.ca.gov

**Please Review Complaint
Guidelines on Reverse Side**

Date 1/11/2024

1. **Who:** (Your Name) Tiffany Knopf

Address [REDACTED]

City, State, Zip Code [REDACTED]

Telephone [REDACTED]

2. **What:** Subject of Complaint: Briefly state the nature of complaint and the action of what San Diego County department, section agency or official(s) that you believe was illegal or improper.

Check This Box if you are using additional sheets for this question

Where my husband and licensee Adam Knopf applied for a cannabis license in the City of Pasadena, he represented that he had and ownership interest in the 8863-E Balboa dispensary which is currently in litigation with Amy Sherlock, the widow of Michael "Biker" Sherlock. Biker was the original permittee of 8863-E Balboa and Adam has, for the purposes of our divorce settlement denied having any interests in that entity but in CUP applications represents that he does have an ownership interest.

3. **When:** Date(s) of Incident March 27, 2019

4. **Where:** Names and addresses of other departments, agencies or officials involved in this complaint. Include dates/types of contact, i.e. phone, letter, personal.

Check This Box if you are using additional sheets for this question

March 27, 2019 Knopf/GSG Pasadena CUP Application stating ownership interests in the Balboa dispensary.
See pages 1 and 20

5. **Why/How:** Attach pertinent documents and correspondence with dates.

Print Name: Tiffany Knopf

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County of San Diego Grand Jury

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**Please Review Complaint
Guidelines on Reverse Side**

Date 1/11/2024

1. **Who:** (Your Name) Amy Sherlock
Address 6176 Federal Blvd.
City, State, Zip Code San Diego, CA 92114
Telephone [REDACTED]

2. **What:** Subject of Complaint: Briefly state the nature of complaint and the action of what San Diego County department, section agency or official(s) that you believe was illegal or improper.

Check This Box if you are using additional sheets for this question

I have been involved in civil litigation since April 2020 in both Federal and State court complaints that go to certain individuals engaged in unlawful activities in cannabis licensing, regulation and control. I have been consistently been set back by the courts with antiSLAPP judgments. These judgments infringe upon my 1st Amendment rights to file these complaints and in the case of attorney Jessica McElfresh are supported with a criminal indictment, filed by then District Attorney Bonnie Dumanis against McElfresh, which specifically cited these activities. This was eventually settled under a Deferred Prosecution Agreement offered under the subsequent District Attorney, Summer Stephan and Deputy District Attorney Jorge Del Portillo, where McElfresh's criminal conduct continued during her 1 year probation period and continues to this day. I would like to present the evidence I have that supports my allegations, see the DPA set aside and the full complaint and list of charges pursued as not only was the DPA too lenient. McElfresh failed to abide by its terms and the courts are punishing me for having alleged these acts.

3. **When:** Date(s) of Incident May 23, 2017 thru current

4. **Where:** Names and addresses of other departments, agencies or officials involved in this complaint. Include dates/types of contact, i.e. phone, letter, personal.

Check This Box if you are using additional sheets for this question

May 23, 2017, THE PEOPLE OF THE STATE OF CALIFORNIA v. JESSICA CLAIRE MCELFRISH ET AL
July 23, 2018, McElfresh Deferred Prosecution Agreement

5. **Why/How:** Attach pertinent documents and correspondence with dates.

Print Name: Amy Sherlock



County of San Diego Grand Jury

Citizen Complaint Form

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San Diego, CA 92101-3518
619-236-2020 Fax 619-338-8127
Email: sdgrandjury@sdcounty.ca.gov

**Please Review Complaint
Guidelines on Reverse Side**

Date 2/08/2024

1. **Who:** (Your Name) Tiffany Knopf

Address [REDACTED]

City, State, Zip Code [REDACTED]

Telephone [REDACTED]

2. **What:** Subject of Complaint: Briefly state the nature of complaint and the action of what San Diego County department, section agency or official(s) that you believe was illegal or improper.

Check This Box if you are using additional sheets for this question

I am undergoing discovery in a divorce proceedings with my husband, Adam Knopf and have reason to believe that Adam Knopf is not disclosing and has endeavored to discover those undisclosed interests within the City of San Diego. What I have come to discover is that there are over 30 months of missing minutes that would point to the licensing approval or denials by the city, some of which I believe would include Mr. Knopf's undisclosed assets.

3. **When:** Date(s) of Incident March 2022 through current

4. **Where:** Names and addresses of other departments, agencies or officials involved in this complaint. Include dates/types of contact, i.e. phone, letter, personal.

Check This Box if you are using additional sheets for this question

I do not have the requisite experience to flush out the myriad denials and shell companies that Mr. Knopf, his business partners and certain attorneys have banded together to withhold from our review those ownership documents. I am in support of a Grand Jury being convened to investigate what looks to be a situation where the City of San Diego has failed to keep those relevant records up to date and available on their website for all to see. I rely on this statement supported by a report I've created with coauthor Darryl Cotton that, through email communications contained within that [Hearing Officer Report](#), have the city acknowledging the missing Hearing Officer Minutes, Hearing Officer Reports and Planning Commission Minutes that should not be missing, and would greatly aid in our identifying those assets.

5. **Why/How:** Attach pertinent documents and correspondence with dates.

Print Name: Tiffany Knopf



County of San Diego Grand Jury

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**Please Review Complaint
Guidelines on Reverse Side**

Date 2/16/2024

1. **Who:** (Your Name) Amy Sherlock
Address 6176 Federal Blvd.
City, State, Zip Code San Diego, CA 92114
Telephone [REDACTED]

2. **What:** Subject of Complaint: Briefly state the nature of complaint and the action of what San Diego County department, section agency or official(s) that you believe was illegal or improper.

Check This Box if you are using additional sheets for this question

On February 6, 2024, I received a report from my Private Investigator what had met with defendant Duane Alexander. Mr. Alexander had requested this meeting in an attempt to share case dispositive information which would clearly show that, in addition to those defendants named in my civil complaint, there are other parties who actively and knowingly engaged in a conspiracy to defraud me of rights to property and licenses that my deceased husband, Biker, would have been rightfully mine had these acts not taken place. Within the PI Report it can be seen where a Conflict of Interest Waiver ("Waiver") was executed in the on May 9, 2017 with the document having been created by attorney William L. Miltner of MILTNER & MENCK, APC. My signature on that page is not mine. It is a forgery and attempts (email and phone call) by my attorney, Andrew Flores, to recover all client files from Mr. Miltner have been unresponsive. Until Alexander turned over these documents I had never even heard of MILTNER & MENCK or attorney William L. Miltner.

3. **When:** Date(s) of Incident May 9, 2017 thru current

4. **Where:** Names and addresses of other departments, agencies or officials involved in this complaint. Include dates/types of contact, i.e. phone, letter, personal.

Check This Box if you are using additional sheets for this question

2021/12/03: SHERLOCK ET AL v EULENTIAS DUANE ALEXANDER ET AL - Case No. 37-2021-00050889-CU-AT-CTL
2024/02/06 Private Investigator Report detailing meeting with Eulenthias Duane Alexander
2022: Form 1-A Stock Offering by Duane Alexander on behalf of Prime Harvest at \$42,000,000
2022: Amended Form 1-A Stock Offering by Duane Alexander on behalf of Prime Harvest at \$42,000,000
2023: Form 1-A Stock Offering by Duane Alexander on behalf of Prime Harvest at \$42,000,000

5. **Why/How:** Attach pertinent documents and correspondence with dates.

Print Name: Amy Sherlock



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**Please Review Complaint
Guidelines on Reverse Side**

Date 2/19/2024

1. **Who:** (Your Name) Dina Goldberg

Address [REDACTED]

City, State, Zip Code [REDACTED]

Telephone [REDACTED]

2. **What:** Subject of Complaint: Briefly state the nature of complaint and the action of what San Diego County department, section agency or official(s) that you believe was illegal or improper.

Check This Box if you are using additional sheets for this question

I had been married to Eric Goldberg for 21 years. I had been the loving, devoted life, raising our children and supporting him as he built our business empire in a variety of businesses that ranged from real estate to licensed adult-use cannabis in San Diego and surrounding areas. I come forth now because as my divorce was finalized in June 2023, it has only been through the testimony of others, I have come to learn that Eric has been engaged in a sophisticated level of fraud in acquiring these licenses that his "success" has come at the expense of many others. By that I mean his professional relationships with attorney Gina Austin, James Bartell, Adam Knopf and Justus H. Henkes, CPA amongst others have worked together to take vast amounts of unreported cash, supposedly per Eric, all having come from their licensed dispensaries to pay off government officials to acquire more of the Conditional Use Permits in furtherance of their schemes. I have evidence of these events and would be willing to disclose them but will not do so unless I know that I will be protected and a Grand Jury will investigate these charges.

3. **When:** Date(s) of Incident 2015 through current

4. **Where:** Names and addresses of other departments, agencies or officials involved in this complaint. Include dates/types of contact, i.e. phone, letter, personal.

Check This Box if you are using additional sheets for this question

In their flying high arrogance and belief they are all above the law, James Bartell would constantly pressure me to engage in sexual relations with him. He would send me pictures of his genitalia. When Eric was apprised of Bartell's actions he did nothing. I believe that was because he and his partners in Far West were too dependent on Bartell to assure CUPS were granted. Eric would come consistently come home with tens of thousands of dollars in cash. He would show it off to our sons and regale in his riches. He had so much cash he resorted to burying it in walls and the backyard of our house. He told me this was necessary because cannabis was an all cash business and cash was necessary to pay off those people in DSD who would assure the licenses were granted. I also heard him celebrating a CUP issuance with Adam Knopf in phone calls where they whooped it up about who would be the "next official they'd have to pay off." **12/15/2016 Item 1** Planning Commission Hearing and Video testimony of Planning Commission mishandling and **conflicts by Slayer, Chipman and atty Otilie from 12:40 - 21:06.**

5. **Why/How:** Attach pertinent documents and correspondence with dates.

Print Name: Dina Goldberg



County of San Diego Grand Jury

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**Please Review Complaint
Guidelines on Reverse Side**

Date 2/22/2024

1. **Who:** (Your Name) Tiffany Knopf

Address [REDACTED]

City, State, Zip Code [REDACTED]

Telephone [REDACTED]

2. **What:** Subject of Complaint: Briefly state the nature of complaint and the action of what San Diego County department, section agency or official(s) that you believe was illegal or improper.

Check This Box if you are using additional sheets for this question

I am undergoing discovery in divorce proceedings with my husband, Adam Knopf and have reason to believe that Adam is not disclosing certain assets and specifically adult-use cannabis CUP licenses that were acquired through preferential, pay-to-play relationships with government officials who control the award of such licenses within the City and County of San Diego as well as surrounding communities where these patterns can be established by those of us who had knowledge that contradicts the "official" narrative. What I will be addressing are the obvious errors in factual conclusion as it relates to those conflict of interest charges that existed with certain members of the SD Planning Commission, Santa Barbara, as well as applicants and attorneys for those applications as detailed in a **May 12, 2021 Investigative Report by the Sintra Group** on behalf of the City of Santa Barbara. This Report was done in response to a **March 12, 2021 article in the LA Magazine** which, no doubt as the threat of litigation loomed large, **caused the article to be retracted.** See also **SBPD Investigation** finding no evidence of wrongdoing.

3. **When:** Date(s) of Incident 2015 through current with the following items being addressed as my first hand knowledge of those events leading to the approval of GSG licenses and Anthony Wagners participation.

4. **Where:** Names and addresses of other departments, agencies or officials involved in this complaint. Include dates/types of contact, i.e. phone, letter, personal.

Check This Box if you are using additional sheets for this question

On or about March 2018 Adam flew to Santa Barbara with Micah Anderson on Micah's plane to have lunch in Santa Barbara with Anthony Wagner. Adam took a large amount of cash with him and returned later that same day. This was a few months before the 3516 CUP was awarded. I did not attend that trip. I did attend several other meetings with Adam in Santa Barbara re the CUP we were seeking in which Gina Austin and Abhay Schweitzer were there representing us. In the Sintra Report @ page 11, Anthony Wagner states that it's "purely coincidence" that Gina Austin represented GSG in Santa Barbara. That's not true. On **March 19, 2015, Item No 8**, Wagner was on the SD Planning Commission who approved our CUP application at 3452 Hancock Street. Gina Austin set up the Santa Barbara community meet and greet that **as this May 31, 2018 picture shows** those in attendance that upon information and belief included, among others, Adam Knopf, Gina Austin and Anthony Wagner. The Sintra Report downplayed Wagner's connections to Austin and Knopf to hide obvious conflict interests he actively had with GSG. The LA Magazine article had it right! It should never have been recanted and what was being reported revealed that. The Sintra Report had it wrong and was nothing more than a bought and paid for attempt to conceal these unlawful pay-to-play practices in plain sight.

5. **Why/How:** Attach pertinent documents and correspondence with dates.

Print Name: Tiffany Knopf

- February 26, 2022 NEWSHAWK Story**
- March 29, 2021 EdHat.com Op-Ed**
- June 11, 2021 Wagner's \$4.6 MM Demand Letter**

It is a crime to report to the Grand Jury that a crime has been committed knowing the report to be false. Penal Code §148.5(d).

Digital versions of this print document can be found @ Justice4Amy.org in Litigation @ Section 13.



County of San Diego Grand Jury

Citizen Complaint Form

San Diego County Grand Jury
550 Corporate Center
550 W C Street, Suite 860
San Diego, CA 92101-3518
619-236-2020 Fax 619-338-8127
Email: sdgrandjury@sdcounty.ca.gov

**Please Review Complaint
Guidelines on Reverse Side**

Date 04/06/2024

1. **Who:** (Your Name) Amy Sherlock
Address 6176 Federal Blvd.
City, State, Zip Code San Diego, CA 92114
Telephone [REDACTED]

2. **What:** Subject of Complaint: Briefly state the nature of complaint and the action of what San Diego County department, section agency or official(s) that you believe was illegal or improper.

Check This Box if you are using additional sheets for this question

This Complaint builds upon the information provided in my Grand Jury Complaint (GJC) of 12/18/2023 regarding 8863-E Balboa Avenue. What has come to my attention since having filed that GJC is that on January 15, 2016, 6 weeks after my husband, Michael "Biker" Sherlock was murdered, the City of San Diego billed a \$7,066.42 invoice to my deceased husband to which it has been marked paid. Michael was the Responsible Financial Party (DA DS-3242) per the City of San Diego's Development Services Department (DSD) Conditional Use Permit (CUP) application. Who is acting on his behalf, after his death, to make any payments to DSD? Michael was AWARDED the 8863-E CUP 06/17/2015. Why is a dead man being billed and someone paying that amount for a CUP (368447) that had been awarded 7 months prior to this DSD invoice for a **PLANNING SUBDIVISION** deposit? And let us also not forget that this CUP reverted to me on 03/17/2016 which that whole mess can be seen in my GJC dated 12/18/2023.

3. **When:** Date(s) of Incident 2015-2017

4. **Where:** Names and addresses of other departments, agencies or officials involved in this complaint. Include dates/types of contact, i.e. phone, letter, personal.

Check This Box if you are using additional sheets for this question

04/24/2014 DSD Project 368347 showing Michael Sherlock as DA-DS 3242 Financial Responsible Party.
01/15/2016 DSD Invoice 670106 Invoice Revenue for PLANNING SUBDIVISION in the amount of \$7,066.42. Status PAID.
12/18/2023 Amy Sherlock Grand Jury Complaint citing DSD irregularities in the 8863-E CUP processing.

5. **Why/How:** Attach pertinent documents and correspondence with dates.

Print Name: Amy Sherlock

It is a crime to report to the Grand Jury that a crime has been committed knowing the report to be false. Penal Code §148.5(d).

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Exhibit Z



Darryl Cotton <151darrylcotton@gmail.com>

8863 Balboa CUP

Cleveland, Travis <TCleveland@sandiego.gov>
 To: Darryl Cotton <151darrylcotton@gmail.com>
 Cc: "Gates, Lara" <LNGates@sandiego.gov>, Amy Sherlock <amyjoshlock@gmail.com>

Mon, Nov 13, 2023 at 4:22 PM

Hi Darryl,

I typically cannot discuss the content of background checks with anyone except the applicant or in response to a formal public records request, in which case records not belonging to the requestor would be redacted. However, I have previously corresponded with Amy and can copy her in here.

Amy, I do not have enough information in our system to confirm that you had a background check done. You are listed on that approval as the "permit holder", but that is it. This is not sufficient evidence to confirm that there was actually a background check done on you. Furthermore, as I may have discussed with you previously, we have incomplete paper records of older background checks. Many older background checks were not retained or have been lost.

To my knowledge, we have always required signatures on forms and live scan fingerprints on first submittal. If you did not have a Live Scan, it is unlikely that you had a background check done. Perhaps you can check your records and/or see if you have fingerprints in the Live Scan system.

I believe you have requested older background check records more than once in different formats. We don't have them and we will not be able to provide them. The most I can provide to you is an Excel spreadsheet I found where background checks for your old MMCC were tracked. Your name does not appear on it. See below.

8863 Balboa MMCC Backgrounds Checks

Name	Date of Background Result	Result	Notes
Christine Bordenave	8/7/2015	Pass	
Summer Goon	8/7/2015	Pass	
Robert Williams	8/7/2015	Pass	
Michael Sherlock	8/7/2015	Pass	
Preston L Eggleston	8/7/2015	Pass	
David Pagdanganan	8/14/2015	Pass	
Eduardo Ortiz-Landeros	8/14/2015	Pass	
Daniel Tom	8/25/2015	Pass	
Stephanie Hess	8/28/2015	Pass	
Brett Littlewood	9/10/2015	Pass	
Bradford Harcourt	1/25/2017	Renewal	
James Holler	6/20/2018	Pass	
Ninus Malan	7/6/2018	Pass	Renewal 1/20/17

-Travis

From: Darryl Cotton <151darrylcotton@gmail.com>
Sent: Monday, November 13, 2023 3:25 PM
To: Cleveland, Travis <TCleveland@sandiego.gov>
Subject: [EXTERNAL] 8863 Balboa CUP

****This email came from an external source. Be cautious about clicking on any links in this email or opening attachments.****

Hi Travis,

Sorry to be such a pest but I have also been trying to clear up something for Amy Sherlock on the attached MMCC permit application which she doesn't recall ever having signed for her background check. I believe the only way to have one of these checks done is if the person were to authorize it. Do you have anything she signed that would have authorized that check? If so I'd appreciate it if you could forward it to me so I can share it with her. If nothing else, even knowing how it was generated would help put her at ease.

Thank you kindly.

Darryl Cotton

619.954.4447

151DarrylCotton@gmail.com

151Farmers.org

[Redacted signature block]

[Quoted text hidden]

Cannabis Business Division



Lara Gates

Deputy Director

619-446-5107

[Send email](#)

This division is responsible for administration, permitting and code enforcement activities related to authorized cannabis businesses within the City limits, including [Cannabis Production Facilities](#), [Cannabis Outlets](#) and [Cannabis Testing Facilities](#). The division coordinates with other City departments, County of San Diego and state agencies regarding licensing, regulatory framework and business support.