

November 2, 2024

Ms. Lori Wallerstein, Investigator  
The State Bar of California  
180 Howard Street  
San Francisco, CA 94105

RE: Case No.: 24-0-13601 (William Miltner Complaint)

Dear Ms. Wallerstein,

Having received your letter of October 28, 2024, which closes my complaint against attorney William Miltner, I would like to respond to the reasons you set forth in your letter. It is my hope that upon your reconsideration this matter will not be closed, and Mr. Miltner will face the appropriate penalties for his actions. My replies, in italics, are as follows;

**Page 1 Paragraph 1**

Where you state "...the State Bar cannot proceed with disciplinary charges unless we can present evidence and testimony in court sufficient to prove by clear and convincing evidence that the attorney has violated the State Bar Act or the Rules of Professional Conduct." *I disagree that Miltner has not violated the California Bar Rules of Professional Conduct. At a minimum it appears to me that he has violated the following rules of Professional Conduct:*

Rule 1.2 Scope of Representation and Allocation of Authority

(a) Subject to rule 1.2.1, a lawyer shall abide by a client's decisions concerning the objectives of representation and, as required by rule 1.4, shall reasonably\* consult with the client as to the means by which they are to be pursued. Subject to Business and Professions Code section 6068, subdivision (e)(1)

*Miltner never consulted with me about the conflict-of-interest waiver, Anomar Management or RAB Services, LLC. As his alleged client he did not fulfill his duties to me by taking the representations of co-clients for whom the very rule is meant to protect against. Except for Stephen Lake, my brother-in-law, I don't even know Renny Bowden or Duane Alexander. I only met Bradford Harcourt once.*

Rule 1.4 Communication with Clients

(a) A lawyer shall:

(1) promptly inform the client of any decision or circumstance with respect to which disclosure or the client's informed consent\* is required by these rules or the State Bar Act;

(2) reasonably\* consult with the client about the means by which to accomplish the client's objectives in the representation;

(3) keep the client reasonably\* informed about significant developments relating to the representation, including promptly complying with reasonable\* requests for information and copies of significant documents when necessary to keep the client so informed; and

(4) advise the client about any relevant limitation on the lawyer's conduct when the lawyer knows\* that the client expects assistance not permitted by the Rules of Professional Conduct or other law.

(b) A lawyer shall explain a matter to the extent reasonably\* necessary to permit the client to make informed decisions regarding the representation.

(c) A lawyer may delay transmission of information to a client if the lawyer reasonably believes\* that the client would be likely to react in a way that may cause imminent harm to the client or others.

(d) A lawyer's obligation under this rule to provide information and documents is subject to any applicable protective order, non-disclosure agreement, or limitation under statutory or decisional law.

*Individually and cumulatively, these rules required Miltner to communicate with me. He never did and thus violated all of these rules.*

#### Rule 1.4.2 Disclosure of Professional Liability Insurance

(a) A lawyer who knows\* or reasonably should know\* that the lawyer does not have professional liability insurance shall inform a client in writing,\* at the time of the client's engagement of the lawyer, that the lawyer does not have professional liability insurance.

*Since there was no agreement for services or any communication of any kind, I was not notified of Miltner's Professional liability insurance.*

#### Rule 1.7 Conflict of Interest: Current Clients

#### Rule 1.8.6 Compensation from One Other than Client

A lawyer shall not enter into an agreement for, charge, or accept compensation for representing a client from one other than the client unless:

(a) there is no interference with the lawyer's independent professional judgment or with the lawyer-client relationship;

(b) information is protected as required by Business and Professions Code section 6068, subdivision (e)(1) and rule 1.6; and

(c) the lawyer obtains the client's informed written consent\* at or before the time the lawyer has entered into the agreement for, charged, or accepted the compensation, or as soon thereafter as reasonably\* practicable, provided that no disclosure or consent is required if:

*Since I was unaware this was happening, I didn't pay Mr. Miltner. Miltner's duty under this rule would compel him to get written consent from me. He did not.*

*Furthermore, Mr. Miltner also appears to be in violation of California Business and Professions Code sections 6068 (M)(N) and 6106.*

**California Business and Professions Code section 6068:**

(m) To respond promptly to reasonable status inquiries of clients and to keep clients reasonably informed of significant developments in matters with regard to which the attorney has agreed to provide legal services.

(n) To provide copies to the client of certain documents under time limits and as prescribed in a rule of professional conduct which the board shall adopt.

*Miltner never communicated with me, it is impossible that he fulfilled the duties of keeping me informed, providing copies, advice etc. That he engaged counsel in a situation in which you alleged that he acted appropriately and in accordance with these sections is incredulous.*

**California Business and Professions Code section 6106:**

The commission of any act involving moral turpitude, dishonesty or corruption, whether the act is committed in the course of his relations as an attorney or otherwise, and whether the act is a felony or misdemeanor or not, constitutes a cause for disbarment or suspension.

If the act constitutes a felony or misdemeanor, conviction thereof in a criminal proceeding is not a condition precedent to disbarment or suspension from practice therefor.

**Page 1, Paragraph 3**

Where you state that I "...found a copy of the May 15, 2017, waiver..." ("Waiver") *that is not what happened. As I stated in my original BAR complaint, the Waiver was provided to me by Duane Alexander ("Alexander" a signatory on the waiver). Alexander provided me with the Waiver and other material information to exculpate himself from the theft of my personal and real property valued in excess of ten million for which he would be civilly and criminally liable. Most materially, the theft of my ownership of in two Conditional Use Permit's ("CUP's") for cannabis businesses that became the property of our children and mine upon his death. This was not "found" information, that could be construed to imply that I had this information and did nothing. Again, it was information provided to me as a direct result of Alexander seeking to exculpate himself from liability for being part of the group that stole the property of my sons and I. Had Alexander not disclosed this information I would never have known that Miltner was engaged to provide me with his legal services pursuant to forged documents.*

**Page 1, Paragraph 4**

You state "...You allege he was responsible for the forgery..." *I never alleged Mr. Miltner was responsible for obtaining the forged signature or knew that it was forged. I did not put that in my complaint and have never believed or even implied that. This is a material misunderstanding. My claim is that Miltner should have done something to confirm that he was actually engaged by me as he never spoke, met, or emailed me directly.*

Where you state "...represented you without authorization in an unspecified matter..." *I didn't allege that Mr. Miltner represented me in an unspecified matter. I directly alleged that he did not have my authorization to represent me any matter whatsoever.*

**Page 1 Paragraph 5**

Where you state "...communications with Mr. Miltner regarding this issue..." *I provided emails with Miltner communicating with Lake, Harcourt, Bowden and Alexander and I am not included. The Bar investigation did not provide Mr. Miltner's answer as to why I was not included in those emails.*

Where you state "...the information you provided further indicates that Mr. Miltner is neither counsel nor a party in your present litigation..." *I never said or implied Miltner was a part of my current litigation. The information given to you regarding my current litigation was in response to your questions about my relationships with Stephen Lake, Bradford Harcourt, Renny Bowden and Duane Alexander. In that litigation, I allege that they conspired and stole my murdered husband's ownership in the CUPs and other assets.*

**Page 2, Paragraph 3**

Where you state "...the State Bar obtained additional documents, information and Mr. Miltner's response to your allegations..." *The only response Miltner gave, and the State Bar provided to my allegations is addressed in Page 2 Paragraph 6 where you state he "...had a good faith belief that he was authorized to provide legal services to you related to the formation of Anomar Management as an LLC based on Mr. Harcourt's representations..." What were those representations? Since they are about me and had a significant impact, I would appreciate and need to know what his representations were so I can discredit them. It is difficult to me to understand how the Bar can close a complaint by a party who gained ownership of my husband's property after his death, and that not be suspect and the Bar does not allow me the opportunity to prove his representations are self-serving lies.*

**Page 2, Paragraph 4**

Where you state "...members of the group wished to give you a share of the LLC based on the recent death of your husband..." *My late husband, Michael "Biker" Sherlock was business owners with Lake, Harcourt and Bowden in multiple companies, all of which were dissolved by forgery after he died. In my complaint, there is an ownership breakdown. It shows me as an owner of Anomar LLC and RAB Services, LLC. My ownership was an inheritance based on my late husband's ownership, NOT A GIFT, as implied. Both Anomar LLC and RAB Services, LLC were*

*created by Miltner, but my name was left off the Articles of Incorporations, and both were later dissolved by Harcourt. I never received any compensation. So, this wasn't a gift that was simply never received, this was a theft and Mr. Miltner facilitated it by not fulfilling his professional duties by not ever having any contact with me. Mr. Miltner did not even bother to verify whatever presentations Mr. Harcourt gave or told Miltner.*

**Page 2, Paragraph 6**

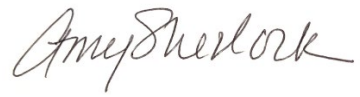
Where you state "...he was authorized to provide legal services to you related to the formation of Anomar Management as an LLC based on Mr. Harcourt's representations..." *Mr. Miltner, being my attorney in this matter, has duties to fulfill on my behalf as his client. Having never communicated at all, it's impossible that Mr. Miltner did not violate those duties. Mr. Miltner was provided with the ownership breakdown, yet did not include me in the Articles of Incorporation on either Anomar Management OR RAB Services. Why isn't RAB Services, LLC even mentioned in the closing document?*

Where you state "...reasonable and good faith belief that he was authorized..." *What was Mr. Miltner's basis to form a reasonable and good faith belief? Why am I, the victim, not provided that information? This lack of transparency is frustrating, demeaning and outrageous.*

Where you state "...You did not provide, and the State Bar did not find during the investigation, any evidence indicating Mr. Miltner was involved in obtaining a forged signature or knew, at the time he represented these clients in 2017, that the signature was forged..." *I did not provide that because I never alleged Miltner either forged the signature or knew it was forged. Your statements make me appear or imply that I am making unfounded allegations. In this case that does deal with fraud and misrepresentations by counsel requiring a high degree of evidence to prove my allegations, I am careful not to make unfounded allegations to not discredit my position. Your letter destroys my efforts to seek to hold the accountable individuals by impliedly discrediting me. Please address and rectify this issue as to this point and the others raised herein.*

Ms. Wallerstein, I have researched enough to understand the high bar and difficulty the Bar has with taking actions against attorneys, without even taking into account bad faith actions as in the infamous Tom Gerardi matter with the Bar. But I ask that you please reconsider the points made here as the premise of the closure is based on misunderstandings of my allegations and the plain simple truth that at no point a law firm represented me without ever confirming with me that they were actually representing me in a matter that required the Waiver to ensure I was aware of conflicts of interest by multiple representation by Miltner. Please hold Mr. Miltner to the standards set forth by the Rules of Professional Conduct and the California Business and Professions Code. Had Mr. Miltner followed *any* of the rules listed above or just verified Harcourt's "representations" about me, with me, this conspiracy against me and theft of my property **would have** been exposed. At the very least by Miltner's own representations to you he was negligent in taking Harcourt's representations allegedly from me and representing me without me actually knowing so. This cannot be the case, if such were the truth this would be precedent for attorneys to engage in knowing, unlawful, undisclosed representations by merely setting up a third party to allege they have consent from an unknowing victim.

Please forgive my discord as this has been an incredibly troubling series of events for me and my minor children and I would ask that you please reconsider your decision to close this matter. Thank you for your time and I look forward to your reply.

A handwritten signature in cursive script that reads "Amy Sherlock". The signature is written in black ink and is positioned above the printed name.

Amy Sherlock