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

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

13 ANDREW FLORES, an individual, AMY) Case No. 37-2021-00050889-CU-AT-CTL
14 SHERLOCK, on her own behalf and behalf of) Related Case: 37-2017-00020661-CU-BC-CTL
15 her minor children, T.S. and S.S.) 37-2018-00034229-CU-AT-CTL

16 Plaintiffs,

17 vs.

18) **DECLARATION OF AMY SHERLOCK IN**
19) **SUPPORT OF PLAINTIFF’S MOTION TO**
20) **VACATE.**

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

21) **Date: Not Set**
22) **Time: Not Set**
23) **Dept: C-73**
24) **Judge: Hon. James Mangione**
25) **Trial Date:**
26) **Action Filed:**

27 Defendants.

1 I, Amy Sherlock, declare:

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

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

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

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

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

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

16 7. The day after Biker passed away, he told officer Sandra Joseph of the San Diego Police
17 Department (SDPD) that he and Biker had talked about "little things" but that Biker "appeared to be
18 overwhelmed."

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

20 9. Within two or three days after Biker passed away, Lake brought Dr. Mark Cooper to our
21 home.

22 10. Dr. Cooper spoke with me, my children, and Biker's family.

23 11. At the end of our conversation, Dr. Cooper concluded that Biker had suffered from CTE
24 without ever having met or examined Biker.

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

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

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

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

16. In January 2020, I was contacted by attorney Andrew Flores who informed me of a

1 of a form filed with the State of California (the “Dissolution Form”) which was purportedly executed by
2 Biker, which dissolved Leading Edge Real Estate (LERE) submitted to the State three weeks *after* Biker
3 had passed away.

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

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

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

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

11 21. I then started investigating the Balboa CUP and how it was transferred from Biker to
12 Harcourt, as I then believed that was the sequence of transfer of ownership.

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

16 23. My requests for information were denied at both the DSD and the mayor’s office.

17 24. Specifically, when I arrived at the DSD office, we met Ms. Michelle Sokolowski.

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

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

22 27. My research led me to Freedom of Information Act (FOIA) requests by third parties
23 which were available online at the City of San Diego’s website “OpenDSD.”

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

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

30. Without my knowledge, I had been named the “sole permit” holder for the “8863 Balboa
MMCC Permit” issued at the Balboa Property (the “DSD Sherlock Approval”). (Attached hereto as
Exhibit A is a true and correct copy of the DSD Sherlock Approval.)

1 31. Based on Lake’s admissions to me and a complaint filed by my husband’s business
2 partner, Bradford Harcourt, it is my belief that the Balboa CUP was transferred to my name via forged
3 documents and then again, without my knowledge or consent, to Harcourt.

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

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

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

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

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

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

22 38. Insofar as the numerous documented DSD 8863 CUP transfers, I have the following:

- 23 a) [06/17/2015, Project No. 368347 DSD approves Michael Sherlock @ Pg. 18.](#)
- 24 b) [03/17/2016 Project No. 467963 DSD creates an Amy Sherlock Permit.](#)
- 25 c) [03/17/2016 Project No. 368347 DSD transfers the CUP to Brad Harcourt.](#)
- 26 d) [01/30/2017 Project No. 368347 DSD transfers the CUP to Ninus Malan.](#)
- 27 e) [02/27/2017 Project No. 538085 DSD issues Harcourt a 2nd year background ck.](#)

28 39. In a [May 13, 2023, email with DSD Project Manager, Travis Cleveland](#) he does state that
I was the Permit Holder at 8863 Balboa. To be clear, despite all the DSD mechanizations, I have never
relinquished that right of ownership.

 40. Additionally, among the DSD records provided online pursuant to FOIA requests, I found
an email chain from on and around January 18, 2017, between attorney Gina Austin, DSD employee

1 Firouzeh Tirandazi, and Salam Razuki and Ninus Malan. (A copy of that email chain is attached hereto
2 as Exhibit C.)

3 41. That document has now been deleted from the City's website *after* I requested it pursuant
4 to my own FOIA request stating it was evidence of fraud and I have been told that it is not available.

5 42. In support of my claims that DSD has not been transparent and forthcoming in their
6 actions is this investigation showing 30 months of missing Hearing Officer Minutes, Planning
7 Commission and unaccounted for Hearing Officer Reports that are inexplicably no longer on the City's
8 website.

9 43. As this case has progressed, I have continued to learn things about the facts and
10 circumstances surrounding my husband's death which now leave me with a certain clarity that he was
11 murdered.

12 44. In early 2020 I confronted Lake whereby he admitted to me that he was responsible for
13 the transfer of Biker's ownership interests in two dispensaries.

14 45. His explanation was that upon Biker's death, when he made these transfers in 2015, Biker
15 no longer had any interest in either CUP.

16 46. When I continued to confront Lake, he initially alleged that he did so to help me while I
17 was in stress over Biker's death. However, as I began to get more upset and asked about the proceeds
18 from the sale and operations of the two businesses, Lake got defensive, telling me that I should be happy
19 with Biker's life insurance policy and that I would not be getting anything because Biker's contributions
20 to the acquisition of the dispensaries were "worthless."

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

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

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

As a result of their having been 19 each, multi-sourced Grand Jury Complaints filed within
the last 90 days there exists a large body of evidence which describes a wide variety of criminal activities
which I have been able to access that provides additional information regarding Biker's various business

1 associations and who else might have motive to see him eliminated (See Section 13 at
2 <https://www.justice4amy.org/posts/case/>)

3 51. As a result of those 19 Grand Jury Complaints I now have reason to believe that in addition
4 to Stephen Lake, Brad Harcourt, Salam Razuki, Ninus Malan and Renny Bowden the list would include
5 Adam Knopf, Licensee at Golden State Greens also had a motive to see Biker eliminated.

6 52. A recently discovered [January 1, 2015 letter of engagement](#) by Gina Austin, Austin Legal
7 Group to Adam Knopf and Biker sets forth the terms of her representation, citing no conflicts, of their
8 newly formed company Full Circle.

9 53. The Full Circle Operating Agreement between Adam Knopf (Point Loma Patients
10 Consumer Cooperative later becoming Golden State Greens (GSG)) and Biker (United Patients
11 Consumer Cooperative (UPCC)) can be seen in this fully executed [April 22, 2014 Operating Agreement
12 of 8863 Balboa.](#)

13 54. In 2014, Adam, as a PLPCC expense, made cash payments, with cash receipts as proof,
14 to Biker, on at least three separate occasions:

- 15 a) [06/16/2014 Cash Payable Ticket No. 1408 @ page 25: \\$5,000](#)
- 16 b) [07/16/2014 Cash Payable Ticket No. 1454 @ page 31: \\$7,500](#)
- 17 c) [08/05/2014 Cash Payable Ticket No. 1471 @ page 32: \\$7,500](#)

18 55. As can be seen by the 2014 PLPCC Payable Tickets, Adam Knopf was also making
19 regular payments to James Bartell who was representing Biker on the 8863 CUP application and Gina
20 Austin who has stated she had no representation of Biker or the 8863 CUP application. The Cash Payable
21 receipts coupled with the Knopf/Sherlock Operating Agreement and the ALG engagement letter would
22 suggest otherwise.

23 56. Further solidifying the Biker, Lake, Harcourt Knopf relationship can be seen on the [March
24 11, 2015, email proposal from Stephen Lake](#) that describes the percentage splits of Full Circle with those
25 members.

26 57. In her [Respondents' Brief, COA Case No. D081109, Pg. 14 ¶ B](#), Austin states that
27 Respondents were only “tangentially involved in the Balboa CUP, in helping Michael Sherlock’s attorney
28 with the initial application.” Her letter of engagement with Knopf and Biker as well as the Cash Payable
Tickets by Knopf would suggest otherwise.

58. In her December 14, 2023, Affidavit, Mrs. Tiffany Knopf wife of Adam Knopf who is in
the process of divorcing him, states that she was present when weekly cash deposits owere made by
Adam to James Bartell at his office where Gina Austin was often times present. These cash deposits

1 would average between \$10 and 20K and was used to bribe City Officials to assure success in acquiring
2 adult-use cannabis licenses. [\(See Tiffany Knopf Affidavit @ Pg. 006, ¶ 68 \(c\)\).](#)

3 59. Once I understood the motive certain people had to eliminate Biker, the police and
4 coroner's report did not satisfy my belief that Biker was murdered with it to look like a poorly staged
5 suicide.

6 60. While I am no doctor, I can say without reservation, that Biker did not leave our home
7 that evening with bloody knuckles, blunt force trauma or a bruise on his forehead as was detailed in the
8 coroner's report.

9 61. In late 2022, unwilling to accept the official cause of death without an independent
10 analysis of the crime scene and autopsy, I contacted Mr. Trent James of the Armourous Company, a private
11 investigation company specializing in forensic crime scene analysis.

12 62. The November 30, 2022, Armourous Report, relied on crime scene photos, Dr. Iliescu, an
13 independent Medical Examiner opinion, Mr. Manny Gonzales, an independent signature analysis and
14 Mr. Phil Zamora, a former manager of the Balboa dispensary to determine "whether or not this is, without
15 a doubt, a suicide." Instead finding it to be "suspicious or undetermined not ruled, as a matter of fact:
16 suicide." [\(See Armourous Report @ Page 8\)](#)

17 63. Approximately one year later I decided to take the same crime scene and medical examiner
18 reports to a nationally recognized crime scene specialist to see what their determination would be.

19 64. I contracted the services of Mr. Scott Order of the [Evidence-Room](#) to have him, and his
20 team evaluate the crime scene report, and the images to see if the suicide cause of death could be
21 supported by that evidence.

22 65. The December 28, 2023, Evidence-Room written report (Roder Report) concluded, with
23 "100% inconsistent with a self-inflicted GSW and suicide." [\(Roder Report @ Page 9\)](#)

24 66. Based strictly on the physical evidence on the body and at the scene, Order created a
25 animated video reenactment of what supports a determination that Biker was murdered by two or more
26 assailants. [\(Roder-Sherlock Crime Scene Animation Video \(Warning: Graphic\)\)](#)

27 67. Based on the conclusions set forth in the Roder Report, my attorney, Andrew Flores in a
28 [January 11, 2024, letter to District Attorney Summer Stephan](#) requested that she consider the conclusions
presented in both the Armourous and the Roder Reports in a reconsideration of Biker's cause of death.
The letter requested at least a response by January 18, 2024. To date there has been no response of any
kind by anyone from the County regarding that request.

1 68. On [February 26, 2024, I received a report \(EG Report\)](#) from Mr. Efrain Garcia, of EG and
2 Associates, a private investigator hired by my attorney Flores in which Garcia details a meeting he had
3 with Eulenthius “Duane” Alexander. That meeting was requested by Alexander, a defendant in this case,
4 so as to present what he knew to be a fraud and a conspiracy from the outset, to deny me of my rights, as
5 Biker’s widow, to the value Biker had obtained in having acquired both the Balboa and the Olive Street
6 CUPs. That meeting and the evidence Alexander provided leaves no doubt that it has only been with the
7 passage of time, even those who succumbed to these schemes have, for whatever their motive, desire that
8 the truth come forth and the law is enforced.

9 69. Within the [EG Report, at page 13](#), is a May 5, 2017, Conflict of Interest Waiver (Waiver)
10 created by attorney William L. Miltner of MILTNER & MENCK, APC.

11 70. The Waiver is signed by attorney Walter L. Miltner [EG Report @ page 14](#).

12 71. The signatory parties included, Stephen Lake, Duane Alexander, Renny Bowden, Brad
13 Harcourt and Amy Sherlock, who are all agreeing to waive any conflicts are shown on [EG Report @](#)
14 [page 18](#) are shown all having signed this document on May 9, 2017.

15 72. That is not my signature on the Waiver. It is a forgery. I had never even heard of this law
16 firm or attorney Miltner until Alexander provided this information contained in the EG Report.

17 73. Attempts by my attorney Flores to have Miltner explain this situation resulted in him
18 disavowing any knowledge of me until Flores sent him a copy of the Waiver for Miltner to see. With
19 that last email from Flores, Miltner remains entirely uncommunicative.

20 74. Earlier Lake had stated the Biker’s ownership interests in both dispensaries was
21 “worthless.” If that is the case, how is it that Alexander is marketing Prime Harvest, their current business
22 entity with a Form 1-A/A stock market offering in [2022](#) and [2023](#) of \$42,000,000 worth of shares? One
23 thing for certain, in 2024 there seems to be a cavernous gap between \$42,000,000 and “worthless” that
24 demands further investigation into what exactly has been going on in the world of licensed adult-use
25 cannabis. A world that Biker, me and our children were deprived of by his so-called “partners.”

26 I declare under penalty of perjury under the laws of the State of California, that the statements
27 made herein is true and correct of my personal knowledge.

28 February 25, 2024

Amy Sherlock, Plaintiff