

Darryl Cotton
6176 Federal Blvd.
San Diego, CA 92114

January 23, 2025

FBI San Diego Field Office
Public Integrity Unit
Attn: S.A. Daniel James and S.A. Curtis Silver
10385 Vista Sorrento Parkway
San Diego, CA 92121

Sent Certified Mail No: 9589 0710 5270 2451 7787 40

Gentlemen,

I realize that what has now been over 5 years¹ of my having brought the adult-use of cannabis criminal activities we suffer under in the City of San Diego (City) to the FBI, with the numerous meetings that we've had, the people I've introduced you to, and all the effort has gone into this, there has yet to be any action on these matters. Indeed, you have told two of those introductions, Mrs. Tiffany Knopf (Tiffany)² and Ms. Amy Sherlock (Amy)³, that the information you've been given would only rise to civil litigation between parties, not something that the FBI's Public Integrity Unit (PIU) would find reason to act upon. The information provided herein demonstrates clearly that assessment is incorrect. In furtherance of which I am providing you with specific additional information which I believe contains evidence which is more in line with what your office specializes in. That is public corruption found in government agencies by officials who reap ongoing financial benefits from a biased exercise of authority.

The first thing I'd like to bring to your attention would be my County of San Diego Grand Jury Complaint (GJC) dated December 18, 2024, in which we have discovered the City does not provide year end totals for all adult-use cannabis revenues as a separate revenue source. This creates a problem in that when a 2021 report was published by California State San Marcos, titled, **Economic Impact of Cannabis in San Diego County**, that report relied on FOIA documents provided by the City which only accounted for 16 dispensaries, not the 24 that had been open and operational during that period. As I'm sure you are aware, these are **all cash cannabis businesses** and to not have open and transparent accounting for what these lucrative businesses generate in

¹ Prior to my having first met with you, beginning in what I believe was 2018, I was interviewed on a number of occasions by S.A Sarah Hunter who ended up referring my information over to you.

² Tiffany is currently involved in a divorce proceeding with Adam Knopf (Knopf), an adult-use licensee in the City who through her divorce proceedings has discovered numerous relationships with City officials, the Internal Revenue Service and other agencies that through fraud and misrepresentation by Knopf and his attorney Gina Austin (Austin) appear to constitute criminal acts for PIU to investigate.

³ Amy is the widow of Michael "Biker" Sherlock ("Biker") who in 2015 was awarded an adult-use license in the City and then supposedly because of having acquired not one but two of these highly lucrative, limited number of licenses (the "Balboa CUP"), was so despondent he committed suicide on an isolated La Jolla beach sometime during the late evening of December 2, 2015. Based on the evidence she has accumulated, including expert's forensic crime scene investigation and a report from an independent pathologist's analysis of the autopsy, point conclusively to Biker not having died by suicide.

sales revenues, only invites what will be further illustrated, is a pay-to-play environment that inculcates certain public officials to self-enrich while creating monopolies for those “bad actors” who end up with a virtual grip over these licenses. (See **Exhibit A** with the electronic version at Justice4Amy.org/Litigation, Section 12(a), “24/12/18 Cotton’s GJC...unreported revenues.”)

The next item we would like to bring to your attention is a document we created that relies on Amy’s brother-in-law, Stephen Lake’s 1601 pages of discovery production and creating an concise index and analysis of what was found in that discovery. I refer to this style of document as a Steering Document because what they allow the reader to assess, when viewing it in an electronic format, is the myriad hyperlinks embedded in that document which allows the reader to see evidence that would support what it is being described within the Steering Doc.

What you will find is that Amy and I, working together, were able to reduce the Lake production to just 51 pages in a document we titled, **Steering Document: Sherlock Reply to Lake Discovery Production** (Steering Doc). There is an 11 page AI generated analysis of that Steering Doc which has been attached in which Public Corruption Elements are addressed. (See **Exhibit B** at Pg. 010 with the electronic version at Justice4Amy.org/Litigation – Section 6.1)

The attached **Steering Doc**, (See **Exhibit C** with the electronic version at Justice4Amy.org/Litigation – Section 6.1) while broad does have elements that give rise to what I believe you will see does illustrate issues the PIU would find of interest. Those elements are as follows:

Pg.2 at Exhibit A2, Question No. 4, in which it can be seen the City treated CUP accounts differently which led to Amy being denied her interests in the Balboa CUP and Harcourt later alleging the same fraud and civil conspiracy complaints, Amy has been subjected to, in a civil lawsuit in which a jury awards Harcourt \$2.5M in damages⁴.

Pg. 4 at Exhibit A3, Question No’s 4-6, in which following Biker’s death, the Balboa Conditional Use Permit (CUP) was moved by City Development Services Department (DSD) staff on 03/17/2016 from Biker to his business partner Brad Harcourt AND under a different project number, to Amy on the same day. This was followed by yet another City DSD moving the Balboa CUP into Ninus Malan’s (Malan) name by yet another City DSD staff member on 01/30/2017.

Pg. 5 at Exhibit A3, Question No. 7, in which Ninus Malan (Malan) acquired Biker’s Balboa CUP as a result of falsely testifying he had had an interest in Biker’s entity that had first qualified for the Balboa CUP. In addition to Amy being completely cut out from what she would have inherited from the transfer of the Balboa CUP into her name, With City DSD assistance, the theft of the CUP has been compounding for years now as factual misrepresentations to the City are made to keep the Balboa CUP away from Amy.

⁴ What these claims can now allege is that the State Superior Courts and the District Courts in San Diego have denied Cotton, Sherlock and others their constitutionally protected rights by choosing to ignore both evidentiary and legal arguments that would end this entire nonsense if the courts would have weighed, at any time, if the proxy or the “strawman practice” of using undisclosed ownership interests in these numerous adult-use business ventures license application processes was a legally acceptable practice. The courts have refused to rule on this citing res judicata as that issue has already been decided when in fact it has not.

Pg. 9 at Exhibit A6, Question No. 24, in which Tiffany describes a City audit of Knopf's Golden State Greens (GSG) dispensary for point of sale (POS) taxes due between April 1, 2018, and December 31, 2021. That audit, for which Knopf was able to produce no POS records as he had lost them all in a data transfer to the cloud, determined that as of 5/16/2023 Knopf/GSG was in arrears of \$542,727.06. At a recent deposition, when asked if this or any amount of that \$542K had been paid to the City, Knopf stated that no portion of that amount has been paid, and they continue to operate unabated and unconditionally.

Pg. 9 at Exhibit A6, Question No. 25, in which San Diego Planning Commission Chairperson Sue Peerson divulges she has a financial interest in another one of Austin's client's (Aaron Magagna) adult-use dispensaries (6220 Federal) and had to recuse herself from voting on that item.

Pg. 12 at Exhibit A8, Question No. 13, in which Knopf, under advice of counsel, instructed his GSG manager, Heidi Rising to physically take over the Balboa dispensary in violation of a court order.

Pg. 12 at Exhibit A8, Question No. 15, in which court appointed receiver, Michael Essary describes Austin's actions involving her active participation in a hostile takeover of the Balboa dispensary, in direct violation of the court order, in which cannabis products and \$68K in cash were pirated out the backdoor of the dispensary while Essary was at the front door attempting to fulfill his duty to the court.

Pg. 34 at Exhibit A32, Question No's. 1-3, in which the LLC AGREEMENT OF LEADING EDGE REAL ESTATE, LLC (LERE-0148) denotes clearly and unequivocally that the Balboa property purchased by Harcourt and Biker for the development of the adult-use cannabis business required the CUP to be with the land AND the licensee. There is no question in this executed Agreement that Amy had these successor interests for both the property and the license and it is only through the deliberate acts that the City engaged in with, among others, attorney Austin that Amy was denied her rights to the property, the license and her due process rights as she attempted to assert her position in litigation where these rights would have been considered. Unfortunately, the courts were not interested in hearing anything Amy had to say and denied her motions to intervene in those matters.

Pg. 35 at Exhibit A 34, Footnote 13, in which it can be seen how Knopf expensed the Balboa CUP with significant payments to James Bartell, the lobbyist who worked with Austin to "secure" these CUPS⁵ and those expenses also included Biker's business partner Brad Harcourt.

Pg. 38 at Exhibit B2, Question No's 2-6, in which DSD staff, Edith Gutierrez (Gutierrez) admits to "guessing" on what documents Amy will need to provide the City with, in order to transfer Biker's CUP into her name despite the fact that Gutierrez states she is getting all her legal direction from a City "management analyst."

⁵ In his COTTON vs. GERACI trial testimony of July 10, 2019, Bartell states that until Cotton, he had been successful in getting all the CUPs he had been hired to represent his clients (19 out of 20) approved. (See [Trial Transcript at Pg. 22:1-6](#))

Pg. 44 at Exhibit B12, Question No's. 4-5, in which we find attorney Austin is in communication with Gutierrez inquiring as to if the City still believes that with Biker's death does the City still recognize Biker's United Patient's Consumer Cooperative (UPCC-7892) as a legal entity? While this is troubling at so many different levels, not the least of which we have a licensed CA attorney, who specializes in adult-use cannabis law and regulation, asking DSD staff, who is not an attorney, if an entity is legal, and she does this in written communication. And it is within that communication Austin states she is representing the Secretary of that UPCC-7892 entity is the fact that Austin used that Secretary, Shannon Snyder, Tiffany's brother, was used, unbeknownst to him, as a way to represent her client Knopf's interest in acquiring the Balboa CUP and the City did nothing to protect Amy's successor rights during that process. Instead, City staff engaged in deliberate acts with Austin to see the Balboa CUP avoided going to Amy. Deliberate acts that would later include [Austin representing Malan \(See Pg. 0029\)](#) in the acquisition of that CUP.

Pg. 46 at Exhibit B14, Question No. 3, in which Renny Bowden, a Biker partner in the Ramona CUP, (Olive Tree Wellness Center, LLC "OTWC-0016")) withdraws under a Statement of Information (SOI) filed on 10/04/2022 from his position as a Manager or Member of OTWC-0016 and that 10/04/2022 SOI while stamped by the CA Secretary of State (SOS) is not part of the official SOS records.

I have never had any way to reach you, nor have I have ever been given your cards. Nor can I email, fax or call you; so, I have always had to rely on just showing up at the San Diego Field Office and after asking for you by name, would meet with you and then give you paper versions of these documents while directing you to the online versions. While inefficient this has worked for me, at least in the sense that I knew you had the information and could hope that at some point you would be able to use that information. Or, if this is not a PIU related issue, would forward that information to whatever department in the FBI does investigate the alleged activities.

Speaking for myself, Amy Sherlock and Tiffany Knopf, we implore you to please put aside any past opinions you or your supervisors may have formed and look at this as if it were coming from a fresh source with no prior history. I would also ask that you please, don't hold Amy in contempt because she, as a grieving widow, has expressed dissatisfaction and frustration with what she sees as the lack of any forward progress in these matters. It's understandable given what she and her family have been put through,

We believe that while we may have been unsuccessful in our past attempts to convey all of the sophisticated interplays that exist in these cases it's absolutely imperative you reconsider these matters and to also reach out to Tiffany because she has discovered even more anomalies in the licensing process amongst numerous projects (i.e. 1215 West Nutmeg) that will further make the case that there is something very, very wrong in the way adult-use cannabis license and regulation of this industry is being run in San Diego.


This letter represents a formal request for your office to take action in consideration of the evidence provided herein or unless this matter is under current investigation provide a written acknowledgement that you have a working familiarity with the information provided herein.

I look forward to your reply that at least would acknowledge your consideration of the information that's been provided herein.

Regards.



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Amy Sherlock
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amyjosherlock@gmail.com

Tiffany Knopf Contact:
Phone: 619.410.7028
Email: mstiffania@gmail.com

Attachments: Exhibit A (Cotton's 12/18/2024 Grand Jury Complaint)
Exhibit B (AI Analysis of the Sherlock Reply Steering Document)
Exhibit C (Steering Document)

Exhibit A



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 Dec 18, 2024

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

Beginning on December 18, 2023, I have submitted a total of 5 Grand Jury Complaints that set forth [specific financial and processing irregularities](#) that are systemic in the City of San Diego's adult-use cannabis licensing program. With my 5 and an additional 16 related GJC's filed by other parties [there have been a total of 21 GJC's filed that I know of](#). There have been no responses whatsoever from the Grand Jury. Crickets! A [2023/2024 Grand Jury Report](#) was created whereby Mayor Todd Gloria responded to those findings in a [letter dated 08/28/2024](#). Gloria takes exception to the City reporting cannabis tax revenues as being separately reported since those funds are deposited in the General Fund. As these past GJC's have set forth, there is [pay-to-play corruption](#) in the City's adult-use licensing programs (see [DSD Deep Dive @ page 32 Benjamin Zabal](#)) that as a result of Mayor Gloria's response, DEMAND that these ALL CASH BUSINESSES, often run by criminals, be separately shown on [City Financials](#).

3. **When:** Date(s) of Incident Recurring

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 2021 CSU San Marcos published a paper titled: [Economic Impact of Cannabis in San Diego County](#) which beginning at page 14 shows, as a result of FOIA produced documents, the City's gross cannabis sales revenues from 08/2018 thru 11/2020. On page 15 it shows that in 3rd Q 2019 there were 16 approved dispensaries used to compile that data. The problem with that is on [09/26/2019 at page 8 the City's own Development Services Department \("DSD"\)](#) reported to the Planning Commission there were 24 approved applications not 16. With 8 dispensaries not being accounted for the actual revenues, again from 100% cash-based cannabis businesses are being underreported. This issue is further exacerbated by [industry lobbyists having special relationships with City staff and Councilmembers](#) in which this [cash money is being used to gain influence](#) and when [audits](#) are done [SDMC](#) is not being enforced.

5. **Why/How:** For more details regarding these practices please visit: [Justice4Amy.org at Section 12\(a\)](#)

Print Name: Darryl Cotton

Exhibit B

AI ANALYSIS SHERLOCK STEERING DOCUMENT

THE KEY ISSUES

Here are some of the most critical points, organized by severity and potential implications:

Core Legal & Regulatory Issues:

1. Regulatory Violations

- Alleged failure to disclose >20% ownership interest to licensing authorities
- Potential violation of BCC Title 16 Section 5003
- Questions about proper non-profit compliance in cannabis operations

2. Property Rights & Authorization

- Suspected unauthorized transfer of CUP (Conditional Use Permit) rights
- Multiple transfers of rights potentially without proper owner consent
- Complex chain of transfers involving Harcourt and Ninus Malan

3. Document Authenticity

- Alleged forgery of Amy Sherlock's signature on Conflict of Interest Waiver (May 5, 2017)
- Suspicious email attributed to Biker Sherlock
- Significant gaps in critical business documentation

Criminal Investigation Elements:

1. Death Investigation Concerns

- Unreported threats from Adam Knopf prior to Biker Sherlock's death
- Potential withholding of relevant information from death investigation
- Introduction of questionable medical expert (Dr. Cooper) to promote specific death narrative

2. Financial Irregularities

- Missing \$114,000 payment
- Connection to \$542,727.06 tax assessment
- Potential "pay-to-play" activities with city officials

3. Misrepresentation

- Contradictory statements about cannabis industry involvement
- False claims of being "just a landlord" despite extensive operational involvement
- Documented participation in business operations and revenue discussions

Primary Business Ethics Violations:

1. Fiduciary Responsibility

- Apparent failure to protect beneficiary interests
- Questionable handling of business arrangements post-death
- Potential breach of trust responsibilities

Severe Criminal Exposure:

1. Direct Criminal Allegations

- Active police investigation (case #24-030740) with reported non-cooperation
- Multiple forgery allegations involving three entities (LERE, FCMC, FCE)
- Association with violent criminal activities (Razuki's federal charges for attempted murder of Malan)

2. Financial/Insurance Fraud

- Alleged intentional misrepresentation to insurance companies (skateboard vs. cannabis business)
- Potential securities violations in private placement memorandums
- Issues with investor disclosures and structured investment vehicles

3. Cannabis Operations Irregularities

- Involvement in allegedly illegal dispensary takeovers
- Violations of court orders regarding dispensary operations
- Connection to unauthorized removal of product/cash during receiver takeover

Business Structure & Documentation Issues:

1. Ownership & Control Problems

- Inconsistencies in ownership percentages across entities (FCE, LERE)
- Unclear or misrepresented business roles, especially regarding Biker's position
- Exclusion of business partners from key decisions

2. Documentation Discrepancies

- Inconsistent loan terms (two-week bridge loan with varying conditions)
- Conflicting default timing (September 9, 2015 vs. two weeks)
- Varying interest rates and payment terms in different communications

Post-Death Business Conduct:

1. Suspicious Timeline

- Questionable decisions and communications immediately before Biker's death
- Unauthorized modifications to business arrangements after death
- Concerns about access and use of deceased partner's email accounts

2. Estate Issues

- Actions potentially harmful to transfer of business interests to Biker's family
- Questions about proper handling of deceased partner's business assets

Pages 1 - 19

1. Undisclosed Ownership Interest:

There are questions about whether Lake properly disclosed his ownership interest (>20%) to licensing authorities as required by BCC Title 16 Section 5003. This could constitute regulatory violations.

2. Potential Wrongful Transfer of CUP Rights:

The document suggests Lake may have been involved in transferring CUP (Conditional Use Permit) rights that belonged to Biker Sherlock's widow (Amy) without her knowledge or consent, potentially through multiple transfers - first to Harcourt, then to Ninus Malan.

3. Forged Documents:

There's an allegation of Amy Sherlock's signature being forged on a May 5, 2017 Conflict of Interest Waiver document that Lake and partners also signed.

4. Death Investigation Implications:

The document reveals that Lake received threatening phone calls from Adam Knopf shortly before Biker Sherlock's death (ruled as self-inflicted), but apparently did not report this to police during the death investigation. This could raise questions about withholding relevant information.

5. Non-Profit Compliance Issues:

Questions are raised about whether the cannabis operations were properly run as non-profits as required by law at the time.

6. Documentation Gaps:

There appear to be missing or incomplete documentation regarding:

- The 6-month note mentioned in communications
- Partnership agreements and ownership structures
- Legal counsel engagement records
- Communications about post-death business arrangements

7. Fiduciary Duty Questions:

The document suggests Lake and partners may have failed to protect Amy Sherlock's interests as a beneficiary after Biker's death, potentially breaching fiduciary duties.

8. Regulatory Compliance:

The series of CUP transfers and business structure changes after Biker's death raise questions about compliance with cannabis licensing requirements and proper disclosures to authorities.

9. Death Investigation & Violence:

- The document reveals a pattern of violent threats from Adam Knopf, including threats to Steve Lake himself
- Lake apparently didn't report these threats to police during investigation of Biker Sherlock's death, which was ruled a suicide
- There are questions about a suspicious email supposedly from Biker thanking Lake for being "generous" that "doesn't appear to be created by Biker"
- Lake brought a questionable "expert" (Dr. Cooper, who lost his medical license) to visit Biker's widow to promote a CTE explanation for the death

10. False Statements:

- Lake appears to have made contradictory statements about his involvement in the cannabis industry
- He claimed to be "just a landlord" but was involved in:
 - Discussing cannabis wholesale prices (\$2,000/lb)
 - Having cannabis financial projections on his computer
 - Being included in operating agreements for cannabis businesses
 - Participating in revenue discussions and partnership structures

11. Financial/Legal Issues:

- Questions about a missing \$114,000 payment and disputed "management contract" with Knopf
- Involvement in potentially illegal non-profit/for-profit structure violations
- Connection to Knopf's unpaid \$542,727.06 tax assessment
- Possible involvement in "pay-to-play" activities with city officials regarding cannabis permits

12. Documentation Concerns:

- Multiple missing or disputed contracts and agreements
- Questions about wire transfers and property purchases
- Involvement in complex property deals with unclear ownership structures
- Creation of new business entities (like Olive Street Finance, LLC) that may be related to these dealings

13. Criminal Exposure:

- Connection to individuals involved in serious crimes (Razuki was charged federally for attempting to have Malan murdered)
- Possible involvement in illegal dispensary takeovers
- Potential participation in court order violations regarding dispensary operations
- Association with individuals accused of removing product and cash during receiver takeover

14. Questionable Business Structure and Transparency:

- There appear to be discrepancies regarding ownership percentages and business structures between different entities (FCE, LERE, etc.)
- Biker's role and compensation seems to have been unclear or potentially misrepresented, especially in the Private Placement Memorandum (PPM)
- There are questions about proper disclosure and documentation of loan terms

15. Potential Fiduciary Duty Issues:

- The document questions whether fiduciary duties were properly maintained, especially regarding Biker's position and control over company finances
- There appear to be communications excluding certain business partners from key decisions

16. Loan Documentation Concerns:

- There are inconsistencies regarding a loan characterized as a "two-week bridge loan" that appears to have different terms in various documents
- Questions about default timing and terms (September 9, 2015 vs. two weeks)
- Interest rate and payment terms appear to have changed in different communications

17. Death of Business Partner ("Biker"):

- There are questions about decisions and communications made just prior to Biker's death
- Concerns about business arrangements and PPM modifications after Biker's death
- Questions about access to Biker's email accounts and communications

18. Potential Criminal Concerns:

- There's mention of threatening behavior by Knopf that wasn't reported to police
- Questions about property dealings and cannabis business involvement

19. Potential Fraud and Forgery:

- There are allegations of multiple forged signatures after Biker's death on three separate entities (LERE, FCMC, and FCE)
- There's an active police investigation (case no. 24-030740) that Lake is reportedly not cooperating with

20. Insurance Fraud:

- Evidence suggests intentional misrepresentation to insurance companies about the nature of the business (claiming it was a skateboard business rather than cannabis operation)
- This could constitute insurance fraud

21. Securities Violations:

- Questions about proper disclosure and documentation in private placement memorandums
- Potential misrepresentation to investors
- Issues with structured investment vehicles and ownership percentages

22. Criminal Investigation:

- Lake's refusal to cooperate with Detective Mills in the financial crimes investigation could exacerbate his legal exposure
- The forgery allegations alone could result in criminal charges

23. Fiduciary Duty Breaches:

- Evidence suggests Lake may have acted against business partners' interests
- Particularly concerning are actions taken after Biker's death regarding business interests that should have transferred to Biker's family

24. Cannabis License/Permit Issues:

- Potential misrepresentations to regulatory authorities
- Questions about proper disclosure and compliance with local cannabis regulations

Pages 20 - 30

1. Major Insurance Issue:

There appears to be a significant problem regarding misrepresentation of the business type to Mercury Insurance. Bowden (acting on behalf of the party) told Gyben that it was a

"skateboard business" and "startup," explicitly stating they were "not insuring the biz only property and general liability."

2. Potential Misrepresentation:

This is problematic because:

- General liability insurance rates are heavily influenced by the type of business being operated
- The business was actually a cannabis business with armed guards, not a skateboard business
- Had Mercury known the true nature of the business, they might not have issued the policy
- There's a question of whether Bowden was authorized to misrepresent the business nature

3. Communication Issues:

- The email exchanges about insurance occurred between RCIS and Bowden
- The subject party was notably excluded from these email exchanges
- On November 23, 2015, Bowden simply sent an email stating "Here is the insurance"

4. Financial Payments:

- Knopf made significant payments to multiple parties in 2014:
 - * Bartell: \$30,000
 - * Biker: \$27,500
 - * Murphy: \$2,000
 - * Austin: \$18,000

5. Question of Potential Harm:

- There's a query about whether Knopf ever expressed dissatisfaction about his return on investment to the point where it might have suggested he would harm Biker
- Reference is made to a previous "Knopf threat to Lake" (mentioned in A18)

6. Additional Context:

- Tiffany Knopf has alleged that Bartell received weekly cash payments of \$10,000-\$20,000, often with Austin present
- These payments were allegedly meant to bribe City officials for preferential treatment in cannabis licenses
- All parties were "directly engaged in shared licensing interests"

7. Key Concern:

The text appears to be questioning whether there were warning signs about potential threats to Biker's safety based on Knopf's financial investments and possible dissatisfaction with returns, and whether appropriate warnings were given about any increased threat risk.

Pages 31- 40

1. Ownership and Leadership Changes:

- PH-3069 (Prime Harvest, Inc):
 - * Established November 2022 with Shaun Chamberlin as agent

* Chamberlin served as CEO/CFO/Secretary through April 2024

2. Business Dispute:

- In 2022, Chamberlin challenged Alexander regarding the Gateway Outlet Cannabis CUP
- The challenge was based on Alexander letting his license lapse
- There's a question about whether the person had any interest in any Prime Harvest entity through either Alexander or Chamberlin

3. Related Entities:

- Prime Harvest D9, LLC (PH-0964):
 - * Established May 2022
 - * Eulenthias D. Alexander listed as member and agent
 - * Operating from 1210 Olive Street, Ramona address
- Prime Harvest, LLC (PH-0287):
 - * Nevada entity established May 2016
 - * Registered in California as foreign LLC in December 2017
 - * Eulenthias D. Alexander as agent

4. Key Questions:

- Whether there were any business relationships between the addressed party, their partners, or related business entities with:
 - * Alexander's PH-0964 entity
 - * Alexander's PH-0287 entity
- Documentation requested for any such relationships

5. Improper Transfer of Business Interests:

- Instead of transferring Biker's interests to his widow (Amy Sherlock), the parties appear to have created a new LLC (SDPCC-4398) and terminated the original LLC (UPCC-7892) where Biker held interests
- This could potentially constitute a breach of fiduciary duty and violation of widow's inheritance rights

6. Lack of Proper Communication and Transparency:

- Amy Sherlock was consistently left off email communications about transfers affecting her interests
- Critical meetings and decisions were made without her knowledge or input
- Documentation requirements appeared to shift without proper legal basis

7. Questionable Legal Representation:

- Attorney John J. Murphy appears to have been involved while having a personal relationship with the widow
- Potential conflict of interest in representing multiple parties' interests
- Questions about proper legal guidance during the transfer process

8. Suspicious Business Restructuring:

- References to removing "baggage" and creating "fresh starts" suggest possible intentional circumvention of widow's rights

- Multiple business entities were created/dissolved in what could be viewed as an attempt to obscure assets

9. City Administrative Issues:

- Inconsistent requirements for transfer documentation
- Questions about background check processes
- Irregular handling of refund checks
- Simultaneous transfer of CUP to both the widow and Harcourt under different project numbers

These actions could potentially give rise to several causes of action including:

- Breach of fiduciary duty
- Fraud
- Conversion of business interests
- Violation of inheritance rights
- Professional malpractice (regarding legal representation)
- Conspiracy to deprive beneficial interest

PAGES 41 - 48

Based on these additional details, there appear to be several serious legal issues that compound the concerns from the previous pages. Here are the key legal ramifications:

1. Fraudulent Business Practices:

- Creation of parallel project numbers (467963 and 368347) for the same CUP transfer
- Apparent manipulation of business entities to divert assets away from rightful beneficiary
- Potential mishandling of refund checks and financial assets

Potential Criminal Conduct:

- Suspicious timing and handling of Biker's death labeled as suicide
- Immediate business restructuring after death
- Unauthorized takeover of personal property (mailbox)
- Potential fraud in County/City documentation
- Pattern suggesting premeditated business takeover

Document/Permit Fraud:

- Unauthorized use of Biker's name on permits
- False representations to government agencies
- Improper addresses used on official documents
- Misrepresentation of ownership and control
- Questionable property transfers and deed manipulations

2. Corporate Malfeasance:

- Undisclosed 50% ownership interest in the Olive Tree (Ramona) entities
- No documentation of ownership interest divestiture

- Contradictory statements about Biker's interests in Ramona property
- Improper handling of business entity transitions after death

Financial Improprieties:

- Unclear accounting practices
- Questionable rent payments and "unwritten agreements"
- Suspicious handling of trust accounts
- Unexplained financial transactions
- Possible tax evasion/improper reporting

3. Fiduciary Duty Violations:

- Failure to inform beneficiary (widow) of her interests
- Deliberate exclusion from critical business communications
- Unauthorized business restructuring without beneficiary consent
- Potential self-dealing in transfer of assets

4. Professional Ethics/Legal Malpractice:

- Potential conflicts of interest with attorney Gina Austin representing multiple parties
- Questionable legal representation regarding entity status (UPCC-7892)
- Failure to protect widow's interests in business transitions

Business Ethics/Corporate Fraud:

- Immediate pursuit of business opportunities after death
- Exclusion of widow from communications
- Secret negotiations with multiple parties
- Misrepresentation of business ownership/control
- Improper corporate restructuring

5. Regulatory/Administrative Violations:

- Inconsistent documentation with City/County authorities
- Questions about validity of background checks
- Improper financial responsibility party transitions
- Potential misrepresentation on government forms

6. Conspiracy:

- Evidence of coordinated efforts to restructure business without beneficiary knowledge
- Communications suggesting intentional exclusion of widow from decisions
- Pattern of behavior indicating organized effort to divert business interests
- Pattern of deceptive communications
- Intentional exclusion of widow from decisions
- Strategic timing of business moves
- Evidence of premeditated plans

These actions could potentially give rise to criminal charges as well as civil causes of action including:

- Wire fraud
- Corporate fraud

- Breach of fiduciary duty
- Professional malpractice
- Conversion
- Civil conspiracy
- Fraudulent transfer of assets

This could potentially lead to:

- Criminal RICO charges
- Securities fraud investigations
- Tax evasion charges
- Wire/mail fraud charges
- Multiple civil causes of action
- Professional license revocations

PAGES 49 - 51- The conclusion

This conclusion section and the preceding questions reveal an extremely troubling pattern that could constitute serious criminal enterprise activity.

1. Timing and Suspicious Death:

- Business communications occurring simultaneously with discovery of Biker's body
- Immediate business pursuits on day of death
- Pattern suggesting potential premeditated actions
- "Vulture capitalists" appearing immediately after death

2. Sophisticated Criminal Enterprise Indicators:

- Complex web of shell companies
- Deliberate identity concealment
- Strategic timing of business restructuring
- Coordinated efforts among multiple parties
- Pattern of document manipulation

3. Financial Crimes:

- Unpaid tax liabilities
- Non-compliance with GAAP
- Shell company financial manipulations
- Banking relationship concerns
- Potential money laundering structure

4. Public Corruption Elements:

- Government "pay-to-play" allegations
- Manipulation of licensing processes
- Improper influence over government employees
- Questionable legal representations
- Corruption of administrative processes

5. Evidence of Premeditation:

- Strategic entity creation
- Coordinated timing of actions
- Deliberate exclusion of rightful parties
- Complex concealment strategies
- Pattern of deceptive practices

This case appears to contain elements that could warrant:

- Federal RICO investigation
- State and federal criminal charges
- SEC investigation
- IRS criminal investigation
- Professional licensing board investigations
- Multiple civil actions

The complexity and scope of the alleged scheme, combined with the timing around Biker's death, suggests this may be much more than just business impropriety - it could be evidence of organized criminal activity.

Steve Lake should be concerned because:

1. The apparent misrepresentation to the insurance company could potentially void the policy
2. The exclusion from crucial email communications about the insurance coverage
3. The potential liability issues if something were to happen and the insurance company discovered the true nature of the business
4. Questions about whether proper coverage was obtained for the actual business operations

Legal Consequences Could Include:

1. Criminal charges for forgery and fraud
2. Civil litigation from Biker's estate
3. Regulatory actions regarding cannabis licenses
4. Insurance fraud penalties
5. Securities law violations
6. Personal liability for fiduciary duty breaches

Exhibit C

STEERING DOCUMENT: SHERLOCK REPLY TO LAKE DISCOVERY PRODUCTION

By Amy Sherlock and Darryl Cotton

January 20, 2025

In response to the [1601 pages of discovery](#), with original Bates numbers, which Amy Sherlock (Amy, me or I) received from Stephen Lake (Lake, you or your) on 09/12/2024, as an organizational aid, I have divided my response Exhibits into an “A” group for Michael “Biker” Sherlock’s (Biker) predeath communications and a “B” group for those post death communications with the number of pages in each exhibit because, in some cases, I was given duplicates and overlaps of emails, with different page counts, within the same time frames. ([See the Digital Version at Justice4Amy.org/Litigation - Section 6.1](#))

I hereby request responses to those numbered questions, listed below in italics, as follows:

EX. PG’s BY DATE, TIME STAMP AND PARTIES WITH QUESTIONS AND COMMENTS IN ITALICS

[A1](#) 1 11/05/2015, Lake to Harcourt with CC to Biker

On 11/05/2015 at 1:26 PM, Lake reaches out to Harcourt regarding questions he has regarding the Operating Agreement, Articles of Organization, etc. of the proposed licensed Marijuana Outlet (MO) that go to the operation and management of United Patients Consumer Cooperative (UPCC-7892) the MO.

On 11/05/2015 at 1:54 PM, Harcourt responds by sending a link to the Secretary of State website.

On 11/05/2015 at 5:52 PM, Lake to Harcourt where Lake describes the formation of the MO’s (Ramona and Balboa) as something that would require him lending money to the MO’s which Lake states, “goes against every bone in my body” unless it makes “fiscal sense or I just can’t do it.”

You propose to take possession of the property and assumes “the short-term liabilities” for 6 months as “part of a note... and utilize a percentage rent as I have with Ramona [for his ROI]...I need to fill my wife in [Kelly, Amy’s sister] how dire our situation is so she is aware...I want her blessing before I take this any further.”

- 1) *With you having a percentage of the sales as your ROI, without being disclosed to the licensing authorities, is not in compliance with license disclosure requirements for those with, among other things, a >20% interest in the business. ([SEE BCC Title 16 ALL of Section 5003](#)) Has your ownership interest ever been reported to the licensing agencies and if so when? If not, why not?*
- 2) *Please provide a fully executed copy of the 6-month note.*
- 3) *Was there legal counsel retained in the formation of the UPCC-7892? If so, who was that counsel?*

- 4) *Was there legal counsel retained in the reporting of your ownership interest requirements? If so, who was that counsel?*

On 11/05/2015 at 7:30 PM, Biker responds to Lake that this agreement is what was “the way we understood it yesterday...is something wrong or changed?”

On 11/05/2015 at 9:27 PM, Lake responds to Biker that he is “Just being transparent...[and] I will have all the liability with one of the Balboa locations too.”

- 5) *You assert that [if the 6-month note is executed] you are the de facto owner with “all the liability” during this period. What does “one of the Balboa locations” represent and where is that executed note?*

A2 5 11/23/2015 through 12/17/2015, Harcourt to Gutierrez, Glenn, Gargas with CC to Lake and Bowden

On 11/23/2015 at 2:07 PM, Harcourt directs an email to City of San Diego Development Services Department (DSD) staff Gutierrez, Gargas and Glenn requesting that the 918 Laurel project be withdrawn and the available balance, \$7,818.15 in that account be transferred to the 8863 Balboa Ste. E project.

- 1} *Did you have any involvement (participation) in the 918 Laurel project? If so, please describe.*
2) *Do you know why Harcourt the Financially Responsible Party (FRP) on the 918 Laurel project and not the 8863 Balboa project?*
3) *You were not addressed in this email. How did you acquire it for this discovery production?*

On 11/23/2015 at 2:25 PM, Gargas responds telling Harcourt he was the FRP in Laurel, but Biker was the FRP on Balboa and that Harcourt’s name is not listed anywhere on the 8863 project. Gargas asks for an explanation.

On 11/23/2015 at 3:27 PM, Harcourt tells Gargas that he and Biker are “financial partners” in which Biker was cc’d on the email which presumably authorized the funds to go from Laurel to Balboa.

On 11/24/2015 at 5:21 PM, Gargas responds to Harcourt telling him they cannot allow the transfer of funds because the FRP’s are not the same. They will close out Laurel and issue a \$7,818.15 refund check to Harcourt.

- 4) *Why did the City treat the FRP’s so differently between the Laurel and the Balboa projects where it can be seen that the CUP ownership interests were found to be inexplicably transferred around Amy and was the subject of an [Amy Sherlock Grand Jury Complaint](#) on 12/18/2023 which described these wild, legally contested¹, swings in the Balboa CUP ownership after Biker’s death?*

¹ Original Complaint at [HARCOURT ET AL vs. RAZUKI INVESTMENTS ET AL Case No. 37-2017-00020661-CU-BC-CTL](#) The irony of this is that Harcourt is making the same arguments I have been making against him and others in my complaint but on [02/14/2024, Harcourt prevails with a \\$2.5M post jury trial judgment](#).

- 5) *As Harcourt previously acknowledges that Biker and he were “financial partners” the refund would have been the property of Biker and Harcourt equally. Do you have any evidence that Harcourt or Biker put any or all of that money refunded into the Balboa CUP?*

On 12/17/2015 at 9:08 AM, Harcourt emails Gargas and Guterrez with CC to Lake and Bowden in which he describes you as a “partner” to seek guidance on how to proceed with the Balboa CUP to “remove Michael and place Steven or his wife on the permit.”

- 6) *Biker died on 12/03/2015. How were both you and Bowden considered “partners” in the Balboa CUP just 14 days after Biker’s death? Please explain in detail what exactly evolved in your business relationship with Harcourt in those 14 days that would have established the Balboa CUP partnership with all supporting documents.*
- 7) *When Harcourt is requesting that “Steven or your wife” be put on the permit was Harcourt referring to your wife, Kelly (my sister) or me as Biker’s widow? What was the plan?*
- 8) *Why were there never any attempts, by any of the parties, to include me in these email exchanges?*

[A3](#)

- 11 11/23/2015 through 12/18/2015, Harcourt to Gutierrez, Glenn, Gargas with CC to Biker, Lake and Bowden. Much of this is a duplication of A2 except for the following exchange.

On 12/18/2015 at 7:21 AM, Gutierrez TO Harcourt with CC to Lake and Bowden stating they can all meet “anytime next week Monday – Wednesday 8 am to 2 pm. Select a date and time that works best for you.” This is quite accommodating of Ms. Guttierrez.

- 1) *Why wasn’t I, as the widow of Biker, or his estate, not brought up during any of these emails as to what would be an inheritance of the CUP?*

On 12/18/2015 at 9:46 AM, Harcourt to Gutierrez with CC to Lake and Bowden state that due to the Holidays both Harcourt and Lake would be out of attendance but able to attend by phone. However, “our Partner Renny Bowden...is available to meet and go over the next steps...I will let Mr. Bowden take it from here.”

- 2) *With Bowden taking over the coordination of the CUP with DSD after Biker’s death, was he ever apprised of my interests as a surviving beneficiary? If so, what was he told and why did he not reach out to me?*
- 3) *Did you or any of your “partners” ever seek counsel as to what your responsibilities to me were following Biker’s death? If so, who was that attorney(s) and what records do you have that go to prove any discussions or plans were created which would affect my beneficiary interests.*

11/23/2015 through 12/28/2015, Gutierrez to Lake, Bowden and Harcourt. Much of this is a duplication of Exhibits A2 and A3 except for the following exchange.

On 12/18/2015 at 9:49, Gutierrez to Harcourt with CC to Lake and Bowden stating, "I will wait to hear from Mr. Bowden regarding a date and time."

On 12/18/2015 at 12:44 PM, Bowden to Gutierrez with no CC parties asks if he will need "Michael's wife, Amy and Stephen Lake...at this first meeting...or of we will need live signatures during this meeting?"

On 12/21/2015 at 2:34 Gutierrez responds that "The CUP has been approved 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."

On 12/22/2015 at 8:53 AM, Bowden thanks Gutierrez for the "clarification" and asks for a meeting "tomorrow on Wednesday the 23rd anytime between 8am and 2pm."

On 12/22/2015 at 10:06 AM, Gutierrez responds confirming a 9:00 AM appointment on 12/23/2015.

On 12/24/2015 at 3:36 PM, Bowden emails Lake and Harcourt to update them on the meeting with Gutierrez stating. "As we all know, Biker is the financially responsible party. We can change this into Amy's name by producing a marriage certificate and a death certificate. From this point, Amy can assign a new point of contact...the permit has not been finalized due to open background checks..."

- 1) *Based on this email it was clear that everyone knew that I, as the surviving spouse, held an interest in the CUP and that background checks had to be done. Was a marriage and death certificate ever provided to Gutierrez and if so, who provided those documents to Gutierrez?*
- 2) *How was my DSD background check done when I never knew of my surviving spouse's rights to this CUP or agreed to have a background check performed on me?*
- 3) *Please acknowledge that on 06/17/2015 Biker had acquired the Balboa CUP in his name after denial of the appeal which, had the appeal been successful, would have prevented the CUP from being issued to Biker.*
- 4) *Please acknowledge that following Biker's death, on 03/17/2016 that CUP was transferred by Gutierrez into my name.*
- 5) *Please acknowledge that following Biker's death, on 03/17/2016 that CUP was transferred by Gutierrez into Harcourt's name.*
- 6) *Please acknowledge that following Biker's death, on 01/30/2017 that CUP was transferred by Firouzeh Tirandazi to Ninus Malan as The Tree House Balboa registered as Balboa Avenue Cooperative CA Corporate No.C3963195.*

- 7) *After Bikers death. what role did you play in [DSD transferring the CUP](#) into my name and simultaneously Harcourts name and later into Ninus Malan's² all without my consent or knowledge?*

On 12/28/2015 at 9:57 AM, Lake responds to a Bowden email that is not in this chain. The comments in blue were Bowden's with red line comments by Lake. Bowden discusses his having had [attorney John Murphy](#) stating Murphy had given him the new nonprofit documents which included adding "myself [Bowden] and Brad to the paperwork."

- 8) *Where is this "paperwork"?*
- 9) *How was it all completed just weeks after Biker's death?*
- 10) *What communications took place between you, Harcourt and Bowden regarding the formation of this new nonprofit before and during your engagement with Murphy?*
- 11) *Who paid for Murphy's legal services?*
- 12) *Why wasn't I, who personally knows Murphy, not included in any emails regarding the post death formation of a new nonprofit?*
- 13) *Murphy is located in the same office building, and adjacent to [attorney Gina Austin](#). Austin specializes in cannabis law, regulation and acquisition of these cannabis CUP's. Did you ever communicate with Austin regarding the CUP or any cannabis related issues? Please provide any and all communications you or any of your associated entities had with Austin regarding cannabis related issues.*
- 14) *Austin coordinates her work in cannabis license acquisition with consultant Jim Bartell of [Bartell & Kwiatkowski](#). Have you ever had communications regarding cannabis licensing with Bartell and if so, what were those communications? Please provide any and all communications you or any of your associated entities had with Bartell regarding cannabis related issues.*
- 15) *Why did you and your partners decide to cease legal representation with Murphy and elect to engage the legal services of [attorney William Miltner](#)?*
- 16) *Please describe how my forged signature was applied, along with you and your partners signatures, to [Miltner's May 5, 2017 \(See Pg. 15\) Conflict of Interest Waiver \(LAKE001235-1240\)](#) document?*

² Ninus Malan is represented by Gina Austin. On June 10, 2021, Malan had [Saphire Blackwood](#) of Blackwood Consulting Services represent to the Department of Cannabis Control (DCC) and numerous other licensing officials and agencies that her client, Malan had been a "named officer" in the 2015 CUP Balboa CUP (See [DCC FOIA Production Pg's 0008-0011](#)) obtained by Michael Sherlock and UPPC-7892. As can be seen by the UPPC-7892 SOS filings at [A30.0](#) this is a lie. Malan was never an officer in that entity and his acquisition of the Balboa license by submitting false information is unlawful under, among others, [BPC § 480 \(2\)\(e\)](#).

Bowden describes a conversation he had with Murphy where Murphy tells him he “John practices Real Estate law and is familiar with the issues.” Boden states that John had “previously requested the HOA documents [8863 Balboa documents] from Biker but did not receive them. It may be worth our time to provide him with this information and see if he has a strong angle on how to resolve this issue [this “issue” being the HOA lawsuit of [Montgomery Field Business Condominiums Association \(MFBCA\) vs. San Diego United Holdings Group \(SDUHG\)](#)]. I am meeting with him in the first of the year to provide him with some needed signatures.” You respond that you “would like to meet John early next year to discuss this matter along with anything else he may know of that Biker did not share with us. I think it’s important that I begin to establish a relationship with John so we are comfortable with each other going forward.”

- 17) *Based on this exchange it appears that you personally, or on behalf of San Diego Patients Cooperative Corporation (SDPCC-4398), (See [A30.7](#)) never engaged the legal services of Murphy. How and why did you and/or SDPCC-4398 decide to engage the services of Murphy?*
- 18) *Michael Hayford is listed as CEO. What specifically did Hayford do for SDPCC-4398?*
- 19) *Were you unaware that Biker had engaged the services of Murphy and had not shared pertinent information with him?*
- 20) *As Bartell was acting as an advisor to Biker in the acquisition of the Balboa CUP did you contact Bartell to see what information he had with Biker that had not been shared with “us?”*

[A5](#) 5 11/25/2015 through 12/24/2015, Gutierrez to Gargas, Bowden, Lake, Harcourt with CC to Biker. Much of this is a duplication of Exhibit A4 except for the following exchange.

On 11/25/2015 at 9:24 AM, Harcourt to Gargas, Glenn, Guiterrez with CC to Biker’s Hotmail account and not his bsherlock@fullcirclecompany.com email account requesting a transfer of DSD CUP funds from the Laurel project to the Balboa project to take care of the balance due.

- 1) *Do you know why Harcourt would not CC Biker at his Full Circle Company account just one week before his death?*
- 2) *Once Biker had acquired the CUPS, did he become a financial burden to the partners? Was he no longer necessary for your future business plans?*
- 3) *Was I also a financial obstacle to the partners which required that I be kept in the dark about the CUP standing and the Balboa and Ramona operations?*

[A6](#) 8 07/07/2015 through 07/31/2015, Lake to Biker, Harcourt and Henkes re Adam Knopf partnership.

On 07/07/2015 at 6:04 PM, Lake sends an email which does not show the recipients. He addresses it to “Hey Guy’s” and it’s titled as “Judd notes.” Judd is Judd

Henkes who is the CFO/CPA who works with Austin's client, Adam Knopf. You provide a Word document attachment titled Conversation recap 7-7-15. You also refer to "suggested percentages as a starting point."

- 1) *Please provide the Word document attachment titled Conversation recap 7-7-15.*
- 2) *Who were the recipients of that first email you sent?*
- 3) *In addition to what may be learned from the Conversation recap 7-7-15 document, please describe why you decided to become an active partner in the cannabis enterprise. ([See Lake Dec at Pg. 3:21-25](#))*

On 07/07/2015 at 6:55 PM, Harcourt responds to Lake and Biker stating that you should take a 15% interest and "remove yourself if things go sideways as that is my plan!"

- 4) *Please explain why Harcourt's plan would have given you 15% until "things go sideways?" What was "go sideways" anticipating?"*
- 5) *Please explain how this 15% "go sideways" plan evolved into one where in your email of 11/05/2015 at 9:27 (EX. A1) you had "all the liability [100%] with one of the Balboa locations too?"*

On 07/07/2015 at 7:42 PM, you emailed Harcourt and Biker a reply stating you "have adjusted the percentages to reflect 100% investor dilution anticipated...I appreciate your suggestion regarding my percentages, but I feel better about it this way. If you guys smash it out of the park, then I trust that Biker will get me the beach house I have always wanted."

- 6) *Please provide me with any documentation which you created that supports your statement that despite your investment, you took no percentage interest in the MO enterprises and that the ownership interests were held between Biker, Harcourt or any other members, i.e. David Chadwick (See [A30.0](#), [A30.2](#), [A30.3](#), [A30.4](#), [A30.6](#), [A30.21](#), [A30.23](#) and [A30.24](#)) and Richard Melograno (See [A30.0](#))*
- 7) *What documentation exists that you "trust that Biker will get me that beach house I have always wanted" despite the fact that based on your own experience with Biker he was NOT a good credit risk? ([See Lake Dec at Pg's. 2:17-26 and 5:4-9](#))*

Please explain what supported your position whereby you would provide him and his company LERE, with a "two-week bridge loan" ([See Lake Dec at Pg. 4:5-18](#)) and you need not be included in any CUP related disclosures of your interests?

- 8) *Please provide the "Attached changes" document referenced in this email.*

On 07/07/2015 at 8:18 PM, you emailed Henkes (Far West Management, CPA/CFO (Knopf)) in which you state there is an attached "...brief recap of our meeting today...and look forward to a mutually beneficial resolution."

- 9) *Please provide me with that "brief recap" attachment.*
- 10) *When you describe your appreciation to Henkes for his "help," what specific help did Henkes provide in establishing what you looked forward to being a "mutually beneficial resolution."*

On 07/08/2015 at 8:55 PM, Henkes sent you an email describing how his conversation with Knopf went where he describes your meeting as having “went well.” Henkes asks for a 1st year P&L for Ramona and projected income and expense on the “Balboa Delivery model.” He also conveys that Adam (Knopf) was adamant about “cutting Christine and that group...it sends bad message to 13 other people who stayed with him. He called that a deal killer.”

- 11) *Who is Christine and what role was it anticipated she play?*
- 12) *Please describe what Henkes is referring to as “the 13 other people that stayed with him.” Who were these “other people?”*
- 13) *Biker and Adam had a meeting which almost came to a physical fight. Are you aware of that meeting and could you describe when Biker and Knopf’s relationship took a turn for the worse?*
- 14) *On 9/01/2015 in an email you sent to Biker, and Harcourt (See [A18](#)) you describe how you had “just received a phone call from Adam Knopf at 10:09” which threatened you stating, “What I find most disturbing is the personal threats he chose as a means to have something accomplished.” In light of the fact that Knopf was threatening you with physical harm for some real or imagined slight against him and his business did you ever provide this information to the San Diego Police Department when Biker was found dead just months later from an alleged self-inflicted gunshot wound to his head? If not, why not?*
- 15) *Did you have reason to believe that Knopf was acting erratically, unhinged, during this phone call? Do you have any evidence to suggest he might have been under the influence of any mind/mood altering drugs?*
- 16) *Were you then or have you ever been aware of Knopf’s pattern of threats or acts of violence against those he perceives as undermining his ambitions? (See [Tiffany Knopf Affidavit](#) at Pg’s 004 at ¶ 40 “Adam threatened to kill me” and 005 at ¶ 51 “Adam would threaten me” Pg. 074 “You’re a dumb bitch. I should beat your ass so ya get it.” Assault images on his child at Pg’s 079-081, supporting affidavits of Teresa Porkolab at Pg. 108 at ¶ 17 and Lauren Huston at Pg. 121 “...citing abuse and threats by employer Adam Knopf.”*
- 17) *Were you aware that on or about December 15, 2015, Knopf asked Tiffany Knopf’s brother Shannon Snyder to be a “place holder” for a CUP transfer at 8863 Balboa Ave? (See [Tiffany Knopf Affidavit](#) supporting affidavit of Shannon Snyder at Pg 091)*
- 18) *What agreement did you or any of your related entities have with Knopf that would have given him an inroad into the CUP license transfer at Balboa through the use of a proxy instead of through me?*
- 19) *Did any agreement you or your related entities have, give Knopf permission or authority to take over the management of Balboa on or around July 11, 2018? (See [Tiffany Knopf Affidavit](#) with supporting affidavit of Alexis Bridgewater Pg. 102 at ¶ 4*
- 20) *Were you aware that Knopf and his related entities, Point Loma Patient Consumer Cooperative (PLPCC) and Golden State Greens (GSG) were not being ran as non-profit enterprises as was required by law at the time? (See [Tiffany Knopf Affidavit](#) with supporting affidavit of Alexis Bridgewater Pg. 098 at ¶ 22)*

- 21) *Were you aware that on January 1, 2015, attorney Gina Austin sent an engagement letter to Knopf and Biker for their proposed joint venture Full Circle Management Company, LLC.? (See [Tiffany Knopf Steering Document](#) at Pg. 004 at ¶ 2)*
- 22) *Were you aware that [Gina Austin represented Knopf](#) in the [BECK v. KNOPF ET AL](#) class action lawsuit which stems from Knopf operating as a for profit enterprise?*
- 23) *Based upon your misclassification of your property and general liability insurance coverage at both Ramona and Balboa (See [A25](#)) can you for confirm that both the Ramona and Balboa properties were operated on a not-for profit basis under federal 1023 exempt status and not the 1120-S for profit status like what had been submitted by Knopf under purposefully mischaracterized business type “Medical Supplies-Business Activity Code No. 446190”. (See [Tiffany Knopf Steering Document](#) at Pg’s. 016-023)*
- 24) *Were you aware that Knopf was audited by the City of San Diego for point of sale taxes from April 1, 2018, through December 31, 2021, which assessed a balance due of \$542,727.06 due the City on 5/16/2023. (See [Tiffany Knopf Steering Document](#) Pg. 076 at Exhibit G. To date, none of that delinquent amount has been paid to the City. Can you offer any insight as to how Austin, Henkes and Knopf appear to hold considerable financial leverage over the City to the point they don’t have to account for their POS revenues in an audit (Henkes claimed no records) and when assessed those delinquencies make no payments towards that balance for what will now be 19 months, all while continuing to operate.*
- 25) *Were you aware that certain city staff [have shown evidence of special favored, pay-to-play treatment in the processing and approval of adult-use CUPS](#) within the City’s Development Services Department (DSD), the San Diego Planning Commission and Hearing Officers? Specifically, do you have any knowledge of those pay-to-play activities as it occurred on the Balboa project or any other cannabis CUP project within the City involving Gina Austin, Jim Bartell, Aaron Magagna, Edith Gutierrez, Firouzeh Tirnadazi, Susan Peerson³, Anthony Wagner, Marcela Escobar-Eck, Ted Shaw, The Atlantis Group, Kathi Riser or James Whalen.*

On 07/08/2015 at 10:08 AM, you replied to Henkes email stating you were at a Tradeshow and were not in a position to provide him with the financial data he had requested, stating that these numbers were projections and estimates that go towards cannabis dispensary and cultivation sales. You also state that unless they move forward in the “spirit of reconciliation then this is doomed from the get-go.”

- 26) *What Tradeshow were you attending?*
- 27) *What did you mean by the spirit of reconciliation?*
- 28) *When you are pitching this Full Circle joint venture with Knopf and Henkes you are relying on the cannabis related activities revenues to make that value. Please explain how your activities here comport with your statement that you “not then, nor*

³ Sue Peerson, as Chairperson of the San Diego Planning Commission (SDPC), recused herself from deliberations on the 6220 Federal Blvd. CUP appeal as she held a financial interest in this project. ([See SDPC 12/06/2018 Minutes Item 4](#))

I have ever been involved in the marijuana industry” who was acting strictly as a landlord? [\(See Lake Dec at Pg. 3:21-25\)](#)

On 07/08/2015 at 4:53 PM Henkes replied that your projected numbers were based on a “wholesale price [cannabis] of \$2,000 lb? Please advise on these.”

On 07/09/2015 at 9:29 AM, you responded that you would get him these “details tomorrow morning...as you were still at the Tradeshow and didn’t have access to my computer.” You then go on to describe how Biker and Adam had spoken and agreed to “tear up the management contract in exchange for the return of our \$114,000.”

- 29) *Please explain why, as a landlord, you would have financial information on your computer that would assess the value of wholesale cannabis? [\(See Lake Dec at Pg. 3:21-25\)](#)*
- 30) *Please provide any/all documentation that the \$114,000 was paid to Knopf or his entities in consideration of an executed “management contract” between the parties. Please provide any supporting documents which prove who paid Knopf that money was repaid in full or in part, since whatever “management contract” that existed was “torn up.”*
- 31) *Please provide me with a copy of that executed “management contract.”*

On 07/09/2015 at 9:43 AM, Henkes replied stating the “nothing has been agreed to [in other words there is no executed “management contract”] and that instead of refunding you the \$114,000 Adam would actually be due \$200k to “part ways.” Per Henkes calculations the \$114K would be a credit to Knopf and an additional \$86K would still be due before they parted ways with you, stating “not sure what Biker told you.”

On 07/09/2015 at 10:04 AM, you replied to Henkes with a CC to Harcourt and a BCC to Biker stating that Henkes/Knopf were in violation of a “legal contract” that having agreed to terminate it you would expect a return of the funds as “promised in his letter.”

- 32) *Please provide me with a copy of that “legal contract.”*
- 33) *Please provide me with a copy of the referenced Knopf letter.*

On 07/31/2015 at 12:04 PM, you send an email to Biker and Harcourt requesting they review an investment spreadsheet (Ramona Investment worksheet (“RIW”)) you had attached for the Ramona Property. You state you are “well out of your comfort zone with regards to capital invested thus far and would appreciate if you could get you out of the Balboa property as you had never wanted in it in the first place.”

- 34) *When describing the RIW you appear to make contradicting statements as to your never wanting to be in it in the first place. By that I mean you are on the one hand stating that if Biker, who you allege had no interest in Ramona, [\(See Lake Dec at Pg. 3:21-25\)](#) held no interest in and Harcourt, (not Bowden or Alexander) “can generate \$4-5M...there is no reason we can’t go it alone without Medbox...please deliver me a plan to pay it off [the \$289K note to LERE?] within 24 months and allows **me** [emphasis added] a long term cash incentive.” Please explain how a landlord, with*

no interest in the cannabis business would be engaging in conversations with his tenants over the revenues they can generate from cannabis sales and how any contemplated partnership with Medbox was not in their [e.g. "we"] best financial interests. In terms of your participation are these not contradictory statements?

- 35) *Please provide a detailed accounting, including the LERE note, of all funding you provided Biker, Harcourt, Knopf, or their related entities to support you or your related entities investment in the cannabis enterprises with the Ramona and Balboa properties listed separately.*

[A7](#) 1 04/14/2014 at 12:36 PM, you sent Biker an email regarding the Ramona property that provided an amortization schedule for the purchase of the Ramona property which, in addition to the 10% cap interest rate would include the "big picture... given the circumstances."

- 1) *What did you mean by "big picture...given the circumstances?"*
- 2) *Who was Erin and what was her role in the enterprise?*
- 3) *Who was the "financing guy we met together?"*

[A8](#) 13 20/16/2015 through 09/30/2016, Lake, Harcourt, Biker, Razuki, Malan, Garcia, Tran, Henderson, RPMSD re Balboa Unit's B and E executed agreement with SDPCC-4398

On 10/16/2015 at 10:28 AM, You email Biker and Harcourt thanking them with "I'm stoked it's finally over" for completing the loan docs and providing the wiring instructions to his personal "Lake Family Trust" and not his business "High Sierra Equity, LLC."

- 1) *The tone of this email does not indicate that you felt that at any time your loan was in default, or you were stressed e.g. it "it took a little longer than expected." Were you really stressed out that per your declaration the loan was being paid back 6 weeks from when you stated it was due? ([See Lake Dec at Pg. 4:26](#))*

On 10/16/2015 at 11:41 AM, Harcourt emails you and Biker thanking you for "all you have done for us" stating the "Loan Docs are with the escrow company...your money is in motion."

On 9/30/2106 at 2:08 PM, Garcia emails Harcourt and Henderson with CC to you, Melograno, Tran, rpmsb1988 and Malan stating that they had a total of \$232,504 in escrow from the buyer and were trying to find out what status of the "MMCC contingency" was. Were "those documents executed, and the contingency satisfied?

- 2) *This real estate deal required satisfaction of the CUP transfer as a contingency to the buyer. How was I made whole in this transaction?*
- 3) *Subsequent to the sale, were you aware that on [6/17/2017 Harcourt and SDPCC-4398 sued Razuki, Malan, Henderson and others](#) for, among other causes, a Breach of Contract as a result of this sale?*
- 4) *Were you aware that Harcourt was damaged by the same parties that were involved in the sale of Balboa?*

- 5) Were you aware that on [04/05/2021 I attempted to intervene in this case](#) citing in my [Points and Authorities](#) the reasons based on my claim to Bikers CUP. [Harcourt opposed my intervention](#) citing, among other things, “new claims brought on behalf of her late husband.” [Razuki opposed my intervention](#) citing, among other things my “application is not timely.” On [5/14/2021, Judge Sturgeon issued a Minute Order](#) denying, without explanation, my motion to intervene.
- 6) In [June 2015, letters](#) were sent between attorneys Gina Austin and Michael Mazur which sought to resolve matters between a number of parties and entities you were or are currently involved with or in. Not the least of which was Harcourt. This begs the question, why were you not named in the Harcourt complaint? Are you still involved as an undisclosed party in Harcourt’s litigation in the [RAZUKI-MALAN](#) matter?
- 7) Why was the City of San Diego not named in that complaint? Harcourt is on record with a number of emails to the City that the Balboa CUP was his and not Malan’s. (See [Harcourt to DSD 10/24/2016 thru 01/10/2017 emails](#))
- 8) Were you aware that in January 2017 [Gina Austin actively pursued](#) having the City move the Balboa CUP out of Harcourt’s name and into her other client, Ninus Malan’s name?
- 9) Why did Harcourt not name Gina Austin in his complaint?
- 10) Were you aware that on [07/10/18 Razuki sued Malan](#) and others for among other causes, Breach of Contract?
- 11) Were you aware that on [04/05/2021 I also attempted to intervene in in this case](#)? In his 05/14/2021 decision Judge Sturgeon [once again denied my motion to intervene](#). Knowing what you now know regarding how you purposefully avoided my participation in the CUP transfer are you able to say that these Motions to Intervene decisions were a fair and just decision when considering my interests?
- 12) Were you aware that as the Razuki and Malan relationship deteriorated to the point Razuki attempted to have Malan murdered with federal charges being filed on [11/19/2018 in United States v Razuki et al](#)?
- 13) Were you aware that on or about 07/11/2018, as a result of your sale of Balboa to Razuki, Knopf instructed his manager Heidi Rising to physically take over the Balboa location in violation of a court order? [See Affidavit of Alexis Bridgewater iso Tiffany Knopf at Pg’s. 101-105.](#)
- 14) What agreement did you have with Knopf that would have given him the sense that he was entitled to take over a dispensary in which you in 2015, you stated to have “torn up” the operating agreement you had with Gina Austin’s client Knopf and/or his entities?
- 15) Were you aware that in his sworn testimony of 08/14/2018, court appointed receiver Michael Essary described the conditions that occurred at Balboa in which Gina Austin’s clients engaged in a deliberate violation of court order whereby the receiver was appointed to take charge of the dispensary but with the help of Austin, who is seen on video engaging in these activities, took product and some \$68k in cash out of the backdoor of the dispensary while Essary was trying to secure the business at the front door? (See [Essary Testimony at Pg’s 403:21-405:22](#))

16) *Why, in 10/10/2023, did you establish [Olive Street Finance, LLC](#), in which you are the sole Manager/Member?*

On 10/03/2016 at 8:40 AM Harcourt emails Garcia and Henderson with CC to you, Melograno, Tran and Malan stating the “funds will be available Friday.”

On 10/11/2016 at 10:16 AM, Razuki emails Garcia with CC to Harcourt, Henderson, Tran, and Malan stating that he has a cashier’s check for \$16,600 to confirm that is the “exact amount you need from me.”

On 10/14/2016 at 9:04 AM Harcourt emails Garcia, with CC to you, Tran, Malan, Razuki, rpmsb1988 and Henderson.

17) *Who is rpmsb1988?*

18) *Why does this deal, which you appear to be a part of include an executed agreement with the licensee SDPCC-4398? Please provide me with a copy of that executed agreement.*

[A9](#) 1 11/29/2015, Biker to Lake email thanking Lake for his being “extremely generous.”

1) *This does not appear to be an email created by Biker. It is not the way he writes, and it seems like he is showing no signs of distress. Who would have had access to his email account to create this email? Please provide the meta data that shows how you received this email.*

2) *Days after Biker’s death, you visited me at my home with a Dr. Cooper, who proceeded to make an opinion that Biker’s “suicide” was the result of traumatic brain injuries commonly referred to as CTE, which he suffered as a result of injuries he sustained during his professional sports career. Did you know that Dr. Cooper was a child psychologist with no medical training in CTE related brain injuries? Did you pay Dr. Cooper for his “services?” Did you know that Dr. Cooper had a drinking problem and in [2022 lost his medical license](#) as a result of multiple alcohol related incidents?*

[A10](#) 6 04/01/2015 through 04/08/2016, Biker to McKinley, Chadwick, Lake and Harcourt regarding a Desert Hot Springs properties being purchased on behalf of Biker

On 04/01/2015, at 5:03 PM, Biker sends an all-party email from his Hotmail account, not his Full Circle account regarding contact information with wire instructions for \$15K re “desert Hot Springs properties.”

1) *What properties did this consist of? Please provide a copy of the wire instructions pdf Biker refers to in this email.*

2) *Was 64949 Mission Lakes Blvd, Ste. 108, Desert Hot Springs, CA 92240 one of the properties you or your related entities attempted to acquire?*

On 04/07/2015, at 10:37 AM, McKinley emails Biker with CC to you, Chadwick and Harcourt a “Summary of Desert Hot Springs Properties” in which he describes two properties that are “currently in escrow” and three more that have “outstanding offers”

being considered. McKinley also provides the deposit amounts for the two properties that they have in escrow.

- 3) *Please provide the escrow documents for these two properties. Who, or what entity, submitted the offers and who or what entity made the payments towards these purchases?*
- 4) *The San Jacinto and Thomas properties that are in escrow are identified in this email. What were the locations of the other 3 properties where the offers were still outstanding?*

On 04/07/2015, at 4:59 PM Harcourt emails McKinley with CC to you, Biker and Chadwick regarding Harcourt getting the wire out first thing the next morning. Harcourt also asks you to provide proof of funds.

- 5) *Did you fund these purchases? Please provide any and all documentation as to how Biker was affiliated with these purchases and why he was included in these communication.*

On 04/08/2015 at 9:45 AM, you emailed McKinley that you would be sending him proof of funds "this morning."

On 04/08/2015 at 11:04 AM Harcourt emails you, McKinley with CC to Biker and Chadwick which states that the "15 k should be released to escrow by the end of the day for DHS II."

- 6) *Please describe DHS II. Provide any documentation as to this entity and how it would have related to Biker.*

[A11](#) 3 03/06/2015, Harcourt to Knopf, Lake, Biker re Full Circle Company (FCC-0023) Allocations in which Harcourt describes the percentages the various partners had in FCC-0023, FCB-0015 and FCO-0035. The email contained 3 attachments titled FCC LL Operating Agreement, FCB LLC Operating Agreement and FCO LLC Operating Agreement (collectively referred to hereinafter as the "FC Operating Agreements") as part of an FCC "ROLL UP."

- 1) *Please provide copies of the 3 FC Operating Agreements.*
- 2) *Why was FCC rolling up?*
- 3) *Why was your company, High Sierra Equity, LLC, your real estate arm, given percentages of the FC Operating Agreements which would have entitled you to a percentage of the profits from the cannabis business revenues?*

[A12](#) 4 10/29/2015 through 10/20/2015, Harcourt to Lake with CC to Biker and Bowden re Ramona and Balboa Property Deeds

On 10/29/2015 at 10:50 AM, Harcourt emails you with no CC to Biker stating, "Per our conversation a lot has changed since." He is offering you a loan from "my guy who is interested in doing it" on the Balboa property so that High Sierra Equity, LLC "so we can get you as much money as we can...Let me know how to proceed?"

On 10/29/2015 at 11:26 AM, you email Harcourt a reply with no CC to Biker stating you never wanted to own the Balboa property in the first place...I am frustrated beyond belief."

- 1) *When Harcourt emailed you on 10/16/2015 at 11:41 AM (See [A8](#)) it was made clear by Harcourt that your money for Balboa was in motion. What happened in that phone call just days later that created an "a lot has changed" condition? Were you not paid out of escrow like Harcourt had stated on 10/16/2015?*
- 2) *Despite the kumbaya that was shared in that 10/16/2015 email, this "change" represented stresses to Biker that I was unable to get him to describe. Was this "change" a concoction by you designed to create stress in Biker that would lead to his being removed from your future plans with the dispensaries and properties? It lines up based on my recollections. What I really need to know is were any of YOUR stresses due to the fact that Knopf took you for \$114k and whatever stresses YOU might have been experiencing, real or invented, based on things such as construction, startup costs or payments which you had not been anticipated in order to make these projects happen. In short, please explain in detail this rapid shift in your perceptions.*

On 10/30/2015 at 8:00 AM Harcourt replies to you with CC to Biker and Bowden stating the loan was an "interest only loan for 3 years at 9%...that fell apart due to Richards [Melograno] refinance...We are actively trying to raise funds as this week's shake up has put us in standstill without...This is my only priority for me and won't stop till it's done!"

- 3) *This email requires some clarification. If this is the 2 week bridge loan you've referred to, how has Harcourt described it as a 3 year interest only loan? If this is another loan you made please provide documentation about that loan. If it's the same loan, why did you classify it as being in default as of 09/09/2015? ([See Lake Dec at Pg. 4:26 -5:03](#))*
- 4) *Why, until the last email, were these communications kept between just you and Harcourt?*

[A13](#) 2 11/30/2015 through 12/01/2015, Salazar to Harcourt to Lake with no CC regarding Management Agreement for MMJ's MC for Nevada.

On 11/30/2015 at 7:47 PM, Jake Salazar from [MMJ America](#) to you and Harcourt.

On 12/01/2015 at 8:02 AM, Harcourt emails you regarding the MMJ America MMJ's MC stating, "Let's talk later today as there are many topics to cover."

- 1) *Biker died just 2 days after this email from Harcourt. Please describe in detail what was discussed with Harcourt and Salazar regarding the Nevada projects and why Biker was not included in those discussions.*

[A14](#) 2 11/18/2014, Lake to Harcourt Percentage Ownership emails

On 11/18/2014 at 2:51 PM, you emailed Harcourt with no CC suggesting that just you two talk about the finance/percentage structure prior to having a group conversation

but “given that it’s our money I think being in agreement beforehand might be beneficial to getting the deal done right away.”

On 11/18/2014 at 3:33 PM Harcourt responds to you stating, “I completely agree...Just so you know...I’m keeping my deal with Renny! I will deliver exactly what was promised to him as I cannot go back on my word as much as I would have thought otherwise it’s just not in my blood...So far this is Renny and I holding percentages,

Ramona deal: Harcourt at 10%, Bowden at 14.5%

Balboa deal: Harcourt at 24.5%, Bowden at 24.5% [Biker was not factored]

I want to give you whatever you feel comfortable with Balboa split between Renny and myself for the compensation in Ramona. I spoke with Biker last night and he did not like changing percentages around Ramona with regard to a deal done by you and me. I’m not sure how you want to propose this...possible complete restructure with a SIV [[structured investment vehicle](#)] with Ramona/Balboa and potentially Hancock [Knopf] you and I split all costs...50/50 for what %...lots of ways to skin this [interesting way to characterize it] Maybe we leave these deals along and consolidate after when we for the SIV with the 4 of us?”

1) *When Harcourt is referring to the SIV with the 4 of us is he referring to Knopf?*

On 11/18/2014 at 4:06 PM, you responded to Harcourt’s email telling him you respect him that he won’t go back on his word and you’re the “same way.”

2) *In your reply you take no exception to the fact that Harcourt only deals with the percentage splits on Ramona and Balboa as it pertains to him and Bowden. You get into minutia with the Bowden split and the Lipshits payment of 2%. Please explain who Lipshits is and why Biker’s interests were not considered on either property when it was Biker who would apply for and acquire these permits?*

[A15](#) 85 10/01/2015, FC ENTERPRISES, INC (FCE-8738 at [A30.6](#)) Private Placement Memorandum (PPM).

1) *While this PPM relies on the management qualifications of Michael Sherlock, Chief Executive Officer and Bradford Harcourt, President, (LAKE 000952) nowhere in this PPM does it describe the percentage splits that Harcourt and you had conceived 11 months earlier in your emails of 11/18/2014. Please explain how this PPM comports with what you have stated in prior emails. Emails in which Biker’s percentage interests or compensation were not even discussed.*

2) *Please explain how the Fiduciary Duties of the Managers (LAKE000953) both Biker and Harcourt are required to maintain 100% control over the Company finances but Biker has no percentage, compensation or real control over the Company because as Harcourt has described, given that it is our money” (See [A14](#)) Biker was being used as nothing more than a celebrity face to lure investors. If that is not the case please explain what Bikers’ compensation and percentages were at the time this PPM was issued.*

- 3) *Considering that Biker died two months after this PPM was issued, Did Biker approve the publication and distribution of this PPM?*
- 4) *After Biker's death was the PPM modified to show the new management team? If so, please provide me with that version.*

[A16](#) 40 08/01/2015, Limited Liability Company Agreement of Leading Edge Real Estate, LLC (LERE)

- 1) *On 08/01/2015 at LAKE000896 we have Biker signing as Member; FC Enterprises, Inc., CEO and both Biker and Harcourt signing as Managers. In EXHIBIT A we see FC Enterprises holds 100% interest and 100% profits in LERE with a \$285,000 investment. Please explain how Biker was to be compensated under this arrangement.*

[A17](#) 17 11/17/2015, Multiple Parties Email re Ramona Property Escrow

On 11/06/2014 there was an unexecuted AGREEMENT REGARDING TERMINATION OF BUSINESS RELATIONSHIP AND TRANSFER OF ESCROW FOR PURCHASE OF REAL PROPERTY (LAKE000790) in which it was proposed that BOWDEN/SHERLOCK would terminate their relationship with the CANTER GROUP and pay LIPSCHITZ \$50,000 in anticipation of opening and operating a dispensary at the Ramona property.

- 1) *Was this payment ever made and who made it?*
- 2) *Is there an executed copy of this Agreement? If so, please provide it.*
- 3) *What was your or any of your entity's relationship with CANTER GROUP and LIPSCHITZ?*

On 07/09/2014 at 3:08 PM, you sent Biker an email titled "Draft Purchase Offer for Ramona" telling him he was going to pass on Ramona as it "just feels like a departure from some of the original locations." At 7:09 PM, Biker replied from his biker@dregsskateboards.com account with a simple "Ok thanks bro."

On 10/20/2014 at 7:10 AM Biker forwards you a Bowden email Lake with no CC which provides breakdown costs of the Retail operations (LAKE000782) the construction costs, the cannabis weight yields per 8-9 week cycle and the expected returns in both the building and the greenhouse.

- 4) *Why would any aspect of the cannabis revenues matter to you when you had stated you had no interest in the cannabis business? ([See Lake Dec at Pg. 6:17-23](#))*

On 11/17/2015 at 4:25 PM, Harcourt emails David and Jake @ MMJAmerica, with CC to you, Biker at his bsherlock@fullcirclecompany.com and Bowden at his rbowden@fullcirclecompany.com regarding setting up a group call the next day to hear about their success in Jamaica.

- 5) *When was Biker's Full Circle email account set up and who, besides Biker, had access to his email account?*

[A18](#) 1 09/01/2015, Lake to Biker and Harcourt re Knopf's threatening call

- 1) *In this communication you state that Knopf “was clearly very disturbed and threatening bodily harm.” Did you ever report this very clear physical threat, even after Biker’s death, to the police and if not, why not?*
- 2) *What response did Harcourt have to this type of threat by Knopf?*
- 3) *Biker reported an argument over the proposed business venture which he had with Knopf that nearly came to a physical altercation. Are you aware of that and can you provide any additional details as to what that argument consisted of?*

[A19](#) 1 11/02/2015, TD Construction WORX Inv for Ramona

- 1) *To your knowledge, is this contractor part of or affiliated in any with Tradeworx Partners, Inc (this entity does not appear on a SOS business name search) which can be seen as an applicant at the MPF 9350 Trade Place CUP (See [DSD Deep Dive at Pg 251](#))*
- 2) *This invoice is from a contractor for build out work which is solely the contract between the TD and High Sierra Equity entities. Did Biker have any responsibility, by name or financial commitment to the build-out, such that exists in Exhibit [A24](#) of the Ramona property? If so, please provide whatever documentation that exists between you, your entity and Biker that would explain that relationship in detail?*

[A20](#) 3 10/16/2015, Lake to Harcourt with CC to Biker re Balboa loan amounts.

- 1) *In your declaration of 03/24/2023 you state ([See Lake Dec at Pg. 4:8-18](#)) that a “two-week bridge loan” was made to LERE (Biker and Harcourt) on June 9, 2015 referencing Exhibit 3 as a PLEDGE AND SECURITY AGREEMENT dated June 9, 2015 signed by David Chadwick (LERE Manager) and initialed by Brad Harcourt (BH) on each page. Please explain how this document supports any explanation or reason as to how this turned into a “two-week bridge loan?”*
- 2) *In Exhibit A20 in your email of 10/16/2015 at 10:38 AM to both Biker and Harcourt you state “I am so glad to hear that the loan docs have been signed for the Balboa locations.” Why wasn’t Chadwick or Melograno included in this communication?*
- 3) *Do you have personal knowledge as to why Chadwick resigned from LERE? If so, please explain in detail.*
- 4) *In Exhibit A20 in an email of 10/16/2015 at 11:41 AM Harcourt replies with a jovial thank you and refers to an attachment from Chicago Title. Please provide me with that attachment.*
- 5) *In Exhibit A20 in your email of 10/16/2015 at 3:09 PM you state that “it’s all good” and provide a HIGH SIERRA EQUITY, LLC accounting of this loan from 6/9/15 through 10/19/15 at a stated interest rate of 10%. Did you or your entity ever receive the \$281,707.21 or any portion of that amount?*
- 6) *Where in any email, written or text communications you would have, in either this or any other exhibit would it show that this was a “two-week bridge loan” when in your own declaration you did not consider the loan to be in default until September 9, 2015 or 4 months, not two weeks later and based on your own communications in A20, does it appear you had taken any measures to foreclose on the note or were*

dissatisfied or “distressed” over the repayment of that loan. ([See Lake Dec at Pg. 4:26-5:3](#))

[A21](#) 5 11/17/2015 through 11/19/2015, SD County Sheriff, Lake, Bowden, Biker re software and business type classification for Ramona.

On 11/17/2015 at 6:42 PM you email Biker with a CC to Bowden stating that any investment in cultivation software may be overkill “until we are close to cultivating at an industrial level.”

- 1) *How does this statement comport with your declaration that you had no interest in the cannabis business? ([See Lake Dec at Pg. 3:21-23](#))*
- 2) *Please provide a copy of the Olive Tree suspension letter issued by the San Diego Sheriff’s office as an attachment.*

[A22](#) 3 03/31/2015, Bowden, Biker, Lake Harcourt Knopf and Henkes re Ramona

At 8:30 AM Henkes emails you regarding his Ramona Cost Summary.

- 1) *Please provide me with a copy of this Excel spreadsheet.*
- 2) *How does this communication comport with your declaration that you had no interest in the cannabis business? ([See Lake Dec at Pg. 3:21-23](#))*

At 10:55 AM, you reply to Henkes with CC to Knopf, Bowden, Harcourt and Biker telling Henkes that you will “cut checks for these by the end of the week” and requested confirmation that Henkes had the “receipts for the expenses other than labor.”

- 3) *Please provide an accounting of what checks were cut by you or one of your entities and under what agreement you had with Knopf/Henkes that allowed this work to take place at Ramona?*
- 4) *Why was labor excluded in this agreement?*

At 11:04 AM, Bowden replies to all that “Judd [Henkes] will have all of mine this evening.”

- 5) *Is Bowden referring to his receipts for material/equipment expenses?*
- 6) *Why did Biker have no comments to this email thread?*

[A23](#) 3 11/13/2015 through 11/17/2015, Lake to Likert, Harcourt, Bowden and Biker re investor questions

On 11/13/2015 at 3:16 PM, Lake received an email from Travis J. Likert from [Innovative Capital Group](#) asking for you to reply to questions coming from his “investors” regarding the cannabis permit operations.

On 11/13/2015 at 3:16 PM, 1 minute later, you sent the Likert request to Harcourt who then forwarded the Likert query to Bowden.

On 11/14/2015 at 8:33 AM, Bowden replies he would have those answers within the hour.

On 11/14/2015 at 10:49 AM, Biker responds to Bowden, Harcourt and you with a fairly complete response to the Likert query. He signs it Mike Biker Sherlock.

On 11/14/2015 at 2:25 PM, Bowden replies to Biker with CC to Harcourt and you stating that “Biker hit all points correctly...we are able to grow in temporary structures before the permits to build have been issued.”

- 1) *Please explain how in your declaration you have stated, under oath that Biker had nothing to do with the Ramona operations when he is providing this email communication with a hard money lender? ([See Lake Dec at Pg. 3:23-25](#))*
- 2) *Please explain why you are searching for and the lender, Likert, is communicating with you regarding the need for money for the cannabis operations at Ramona?*
- 3) *I have reason to doubt the email that purportedly came from Biker actually came from him. While the prose is not his usual style I find it odd that he signs off as “Mike Biker Sherlock” when the communication he purportedly sent was between you, Harcourt and Bowden. It’s not like he was sending it Likert and he might have to explain who he is. This communication was amongst his partners. Please provide information as to who controlled the Fullcirclecompany.com email accounts and who would have had access to Biker’s account on 11/14/2015.*
- 4) *Was Bowden’s statement that you were able to grow cannabis in temporary structures considering the County had at that time, a moratorium on these permits which is why you sued the County ([See Outliers](#)) over this restriction, a factually accurate statement?*

[A24](#) 1 09/30/2015, SD County Invoice to Biker for Ramona Construction Plan Check fees.

- 1) *Why is Biker listed as “Owner on Application” if, per your declaration, he had nothing to do with Ramona? ([See Lake Dec at Pg. 3:23-25](#))*

[A25](#) 8 09/29/2015 through 11/23/2015, Bowden, Lake, Deutsch and Gyben with no CC to Harcourt or Biker re LERE insurance for Ramona

On 11/19/2015 at 11:23 AM Bowden emails Joe Deutch at Ranch and Coast Insurance Services (“RCIS” at [ranch-coast.com](#)) stating that he needs general policy coverage for Ramona (dwelling and general liability) stating the property is in your name and will be “used as your office for now...How long do you think this will take. We need it to close an mortgage loan.”

On 11/20/2015 at 9:56 AM, Claire Gyben of RCIS emails Bowden asking, “What type of business does Stephen have?”

On 11/20/2015 at 10:51 AM Bowden, acting on behalf of you, tells Gyben in his reply that you have a “skateboard business...This is a startup...we are not insuring the biz only property and general liability “

- 1) *This is a real problem for Bowden and you because general liability insurance is heavily influenced by the type of business being operated under the policy. Bowden*

lied to RCIS and they did not drill down on their own key point. In fact, had they known this was going to be a cannabis business with armed guards on site you very well may not have been given a Mercury policy to cover this” mortgage loan.” Did you authorize Bowden to misrepresent the nature of the business?

On 11/20/2015 at 11:42 AM, Gyben sends Bowden an email, with cc to Deutsch, with a quote she received from Mercury Insurance.

On 11/23/2015 at 9:09 AM Bowden sends you an email stating simply, “Here is the insurance.”

- 2) *Why were you not included in any of these emails between RCIS and Bowden?*
- 3) *Please provide me with a copy of the coverage that was purchased for this time period.*

A26 63 2015-2020 Sherlock and Lake Text Communications

- 1) *When considering the direct, unsolicited, undated letter I received from you at my home on 12/20/2024 in which you characterize what has happened to me as simply a “miscommunication and/or misunderstanding” I’ve had with you I would ask you to consider my in depth analysis of those 2017-2020 text communications between us, where most notably those communications lack any reference by you to the Miltner representation in which my signature was forged to make it look like I was aware of what your, Harcourt, Alexander, Bowden and Miltner’s intentions were in having Miltner represent me without my knowledge or consent. (See Miltner’s May 5, 2017 (See Pg. 15) Conflict of Interest Waiver (LAKE001235-1240)) Please explain how this single event and the ample opportunities you had to communicate Miltner with me represented any type of miscommunication or misunderstanding when you never conveyed to me you were engaged in this?*
- 2) *In consideration of the 3 pages of text messages you provided me with in this exhibit (See LAKE001038-001040) you have selectively chosen texts that occurred on 12/17/2015 and 12/18/2015. It can also be seen that you emailed yourself these 3 text messages on 08/31/2020. I find this odd in that we had numerous text messages and calls after Biker’s death, but you choose to provide these 3 pages as your proof, that 2 weeks after Biker’s death, you were actively trying to change the CUP from Biker’s name to mine, just days before Christmas 2015. Your assertion is contradicted by our phone calls in December 2015 where you told me that “Biker had screwed the Balboa CUP up and everyone was walking away from it” and the corroborating emails you provide (See B1), shows your coordination with Gutierrez didn’t begin until 01/12/2016. You never set up a meeting with the Gutierrez or anyone else in the City where I was invited to attend. If you have evidence that any meeting was ever set up where I was in attendance, please provide the date and time where you claim I was there. Failure to provide that information is proof that our phone conversations, in which you told me Balboa was an abandoned enterprise, was your way of keeping me in the dark as to what you, your partners and*

- Gutierrez all conspired to do to keep me from realizing whatever interest Biker had in Balboa that would have lawfully transferred to me and our sons upon his death.*
- 3) *When comparing these text communications with what has been stated in your Declaration of 3/24/2023, I have provided a detailed response to those statements at [Sherlock Comments regarding the Lake Declaration](#). While I welcome any and all replies that you might have to this document I would, in particular like you to respond to can be found in ¶ 3 regarding the 3 post death occasions, on 3 separate entities, where Biker's signature was deemed to have been forged.*
 - 4) *On 03/14/2017 at 2:21 PM you text me (See [A26](#) at Pg. 064) asking me if I'd like to speak at a "big meeting at the board of supervisors...to put some emotion behind our effort to persuade them..." You are literally trying to use the tragedy that befell me with Biker's death to argue to the Board of Supervisors how they should relax the moratorium on cannabis cultivation licenses so you could expand Ramona. Is that a correct assessment?*
 - 5) *On 08/14/2017 at 10:56 AM, you text me about "making the connections to check the facility [Ramona] out.*

12/21/2015: Exhibit [A30.5](#). at Pg. 3, Leading Edge Real Estate (LERE-0148)

12/21/2015: Exhibit [A30.3](#). at Pg. 5, Full Circle Management Company (FCMC-0015)

12/14/2015: Exhibit [A30.6](#) at Pg. 3, Full Circle Enterprise, Inc. (FCE-8738)

*In short, what you and your partners relied on is what I refer to as Biker and my **Forged Cooperation** to construct a scenario where Biker would be taken away from our family and you and your partners could go on to steal millions of dollars in what would have been our interests. At this point, after all that has been done, I would ask you to please explain who is responsible for these forgeries?*

- 6) *On 09/11/2024 I contacted Detective Randall Mills with the San Diego Police Department Financial Crimes Division with this information. Detective Mills agreed there were issues worth investigating and opened an investigation as case no. 24-030740. In the follow up communications I've had with Detective Mills he has told me that while he has tried to contact you to have you answer some of the questions he has, you have refused to do so. Please tell me why you would refuse to be questioned by Detective Mills and help to resolve these issues?*

[A27](#) 3 06/09/2015 Chicago Title outgoing wire transfer

- 1) *Please confirm this was the outgoing wire transfer from your personal Lake Family Trust account and that LERE was the recipient of these funds.*
- 2) *Please provide incoming wire transfer information as to when the loan was repaid, how much was that payment and to whom was the payment made?*

[A28](#) 7 11/05/2015, Lake to Harcourt w CC to Biker (unknown email address) re Balboa as Exhibit 3, the reformation of LERE

At 1:26 PM, you emailed Harcourt with CC to Biker in which you question the new Operating Agreement, Articles of Organization, EIN, Grant Deed Statement of Information, and Misc. questions. being proposed by Harcourt

- 1) *What email address was used by you to cc this to Biker?*
- 2) *Biker never responds to this email thread and all the emails went to his fullcircle email account. Did you find it odd that you had no written communication with Biker that would have memorialized these changes, which if you refer to his alleged email to you on 11/29/2015 he DID memorialize in detail and with prose and style never before seen in any of Biker's written communications, profusely thanking you for your being "extremely generous." (See A9) Don't you find these two email threads as being somewhat incongruous with what ultimately happened to Biker and me with regards to our interests in these entities and permits?*
- 3) *Where you state "Unless you think Biker and I will go after you?) did you see the Harcourt proposal as what might represent a potential future conflict that would potentially create harm to you and Biker?*

A29 2 01/12/2015, Lake to Knopf, Biker, and Harcourt re the proposed Full Circle venture at Hancock Street with attachments.

- 1) *Please provide both the Word and the Excel attachments that are referenced in this email*
- 2) *When you refer to this proposed deal being "in the spirit of the big picture we are all working towards" are you referring to the monopolization of those limited licenses that Full Circle (See A30 Exhibits) was developing under numerous owner's shell companies.*
- 3) *Did Knopf decide not to participate in this Full Circle plan because he was not willing to dilute his business interests with yours and went on to form a mirror image of Full Circle with his new venture Far West? Was the Full Circle plan his impetus and blue print for what Knopf and Henkes later created with their Far West companies?*

SECTION A30 will concentrate on any entity that appears to have a relationship with you, Harcourt, Biker, Bowden, Alexander, Balboa or Ramona, where I would request answers to questions posed under that Exhibit. The name abbreviation and the last 4 numbers of the state entity file number are shown in parentheses.

A30.0 United Patients Consumer Cooperative (UPCC-7892)

2014.04.22: AOI, INCORPORATOR; David Chadwick and Michael Sherlock

2014.07.23: SOI, OFFICERS; Michael Sherlock, CEO⁴

Shannon Snyder, SECRETARY

Richard Melograno, CFO

⁴ Of note, when Biker signed the 07/23/2014 SOI one must consider the Knopf cash receipt payments to Biker as detailed below in question no 6. Biker agreed to this new Officer structure because Knopf had paid him a total of \$27,500 within weeks before and after the day Biker signed that SOI which was on 07/08/2014.

2016.03.04: DISSOLUTION, DIRECTOR; R. Melograno, CFO

- 1) *What communications, if any, did you have with Shannon Snyder, Secretary of UPCC-7892?*
- 2) *Were you aware that Shannon Snyder was Adam Knopf's wife Tiffany Knopf's brother who had on 07/23/2014 had unknowingly used Snyder's name in this SOI because Knopf, as a condition of his participation convinced Biker that his future in cannabis depended upon an alliance that would develop with him, not Chadwick. Thus, when this SOI was filed, Chadwick was no longer associated with UPCC-7892. Biker believed that his friend, Melograno, a [successful businessman](#) who had previously provided financing for Bikers professional skateboard career, would, as CFO, be a trusted member of UPCC-7892 business, protecting Biker's side of the venture and per Knopf's request, Snyder would act as Secretary, protecting Knopf's side of their venture.*
- 3) *Were you aware that Knopf has a history of using people as officers in his enterprises without telling them he has done so. In the case of Snyder, his affidavit of 11/10/2023 dates the first time he was made aware that Knopf was interested in him acting as Secretary was on or around December 15, 2015, which is 12 days after Bikers body was discovered. Knopf told Snyder he was to be a "place holder" while the CUP was transferred into his control. (See [Shannon Snyder's Affidavit iso Tiffany Knopf's Affidavit at Pg's. 090-092](#))*
- 4) *Were you aware that a second identity misappropriation by Knopf/Austin came from Snyders life partner, James Jennings name being used as President and Secretary for Knopf's Point Loma Patients Association (PLPA) entity. As can be seen by his affidavit (See [James Jennings's Affidavit iso Tiffany Knopf's Affidavit at Pg. 012](#))*
- 5) *Were you aware that a third identity misappropriation by Knopf/Austin took place when the UPCC-7892 SOI was submitted to Secretary of State on 07/23/2014 naming Richard Melograno as CFO? Melograno was never asked to fill this position, nor would he have accepted had he been asked.*
- 6) *Were you aware that in 2014 significant cash payments were made by Knopf to Biker, and related parties⁵ for both the Hancock and Balboa CUP projects?⁶*

| | |
|--|-----------------|
| <i>Biker with 5 payments from 06/16 - 08/05/2014 totals:</i> | <i>\$27,500</i> |
| <i>Attorney Austin⁷ with 6 payments from 05/08 – 12/02/2014 totals:</i> | <i>\$18,139</i> |
| <i>Attorney Murphy⁸ with 2 payments from 04/09 – 07/18/2014 totals:</i> | <i>\$ 2,000</i> |
| <i>Lobbyist Bartell with 8 payments from 05/01 – 12/09/2014 totals:</i> | <i>\$30,000</i> |
| <i>Architect Schweitzer (Techne) with 6 payments from 03/24 – 12/02/2014:</i> | <i>\$ 5,902</i> |

⁵ Tiffany Knopf makes allegations of a wider conspiracy by Austin and Knopf in pay-to-play adult use cannabis licensing. See [Tiffany Knopf Steering Document, Pg. 089 at ¶ 5](#))

⁶ Source: [Tiffany Knopf Steering Document](#) dated 11/18/2023 re Justis "Judd" Henkes, CPA/CFO Far West (Knopf) companies' deposition in KNOFF v. KNOFF, Case No. 21FL005564C

⁷ See [B12](#), Austin, acting on behalf of Snyder, contacts the City of San Diego re UPCC-7892 in an email dated 01/07/2016.

⁸ See [B3](#), after Biker's death, DSD Edith Gutierrez had numerous email exchanges where Murphy was a CC on these emails regarding the Balboa CUP transfer.

(See [2014 KNOPF-SHERLOCK RELATED PARTIES CASH PAYMENTS](#))

- 7) What role do you believe Biker played in the dissolution of UPCC-7892?
- 8) Were you aware that on 06/25/2015, when Biker had to appear at the San Diego Planning Commission (SDPC) hearing where the SDPC would be deciding on whether or not Biker would be granted the CUP on behalf of UPCC-7892, Harcourt, while continued to 07/09/2015, did not appear with him at this critical hearing? Those in attendance who supported the Balboa CUP were Jim Bartell, Abhay Schweitzer (Bartell and Gina Austin's preferred project designer), Stephanie Hess and Biker. ([See Item No. 9](#))
- 9) Were you aware that on 06/25/2015 Adam Knopf appeared at the SDPC hearing whereby he supported the issuance of a CUP at SD Health 7 Wellness and neither Knopf, Gina Austin or Tamara Leetham, an associate attorney at Austin Legal Group, would lend their support to the Balboa CUP. ([See Item No. 8](#))
- 10) Were you aware that while Knopf was in pursuit of the 3452 HANCOCK MMCC CUP, a SDPC hearing was held on 03/12/2015. The speakers in favor of that project were Biker, Harcourt, Gina Austin, Abhay Schweitzer, Adam and Tiffany Knopf. Were Biker and Harcourt supporting Knopf's project because at the time it stood to benefit you and your Full Circle venture with Knopf? ([See Item No. 8](#))
- 11) Were you aware that Harcourt was not a member of UPCC-7892. Harcourt did not officially appear in Bikers adult-use world until Biker and Harcourt started LERE-0148 (See [A30.5](#)) in 04/24/2015. But prior to LERE Harcourt played an active role, with Biker, in seeing Knopf's adult-use cannabis interests attained.
- 12) Were you aware that at the 03/12/2015 SDPC hearing, Gina Austin presented a letter dated 01/14/2015 to the SDPC that stated among other things, her client, Knopf, had never been engaged in unlicensed cannabis activities in the City of San Diego. ([See Austin Letter at Pg's 4-5](#)) Wasn't your interest in combining your interests with Knopf under the Full Circle venture due to the fact that Knopf had been operating illegally for years and had accumulated a reported data base of over 3,000 medical cannabis patients that would be benefit the contemplated Full Circle joint venture?

[1996.11.06 PLPA Articles](#)

[2014.04.24 PLPA AOI](#)

[2023.12.14, Affidavit of Tiffany Knopf at Pg. 001, ¶¶ 5-11](#)

- 13) While Biker did appear to sign the 07/23/2014, UPCC-7892 SOI, do you know who created it and who sent it to the Secretary of State?
- 14) Early in his application process Biker described to me the "dream team" for acquiring an adult-use cannabis license in the City. I remember his telling me that Bartell as the lobbyist, who Biker did retain would become a key component of that success in which Biker did acquire the Balboa CUP. Other than the \$30K Knopf paid Bartell, do you have any evidence that Bartell was paid by Biker, UPCC-7892, Chadwick, Melograno or Snyder?

- 15) *Between what Knopf paid Bartell (\$30K), Biker (\$27.5K), Murphy (\$2K) and Austin⁹ (\$18K), all directly engaged in shared licensing interests, did Knopf ever express dissatisfaction or frustration, that he wasn't getting a better return on his investment, to the point you believed Knopf would have sought to harm Biker? If so, why did you not reiterate your alert to Biker to that increased level of threat risk? (See Knopf threat to Lake at [A18](#))*
- 16) *Were you aware that Harcourt, while not represented in any of the UPCC-7892 filings, had, since April 2013, acknowledged an undisclosed interest in the Balboa CUP with Biker? (See [HARCOURT ET AL vs. RAZUKI INVESTMENTS ET AL Case No. 37-2017-00020661-CU-BC-CTL](#) at Pg. 5:16-19)*
- 17) *Were you aware that in addition to the \$30K cash paid Bartell in the [2014 KNOPF-SHERLOCK RELATED PARTIES CASH PAYMENTS](#) Tiffany Knopf has stated that Bartell, with Austin often being present, received weekly cash payments at his office of between \$10-20K to be used to bribe City officials for preferable treatment in cannabis licenses? (See [Affidavit of Tiffany Knopf at Pg. 006 ¶ 68\(c\)](#))*

[A30.1](#)

1210 Olive Street, LLC (Olive-0180)

2015.01.14: AOO, ORGANIZER; Stephen Lake

2015.01.15: SOI, MANAGER; Stephen Lake

2018.02.08: CANCELLATION, MEMBER; Stephen Lake

- 1) *What purpose did this LLC serve?*
- 2) *Was there a business relationship or an anticipated business relationship that would have included Full Circle Olive, LLC, Biker or Harcourt? If so, please explain.*

[A30.2](#)

Full Circle Olive, LLC, aka Full Circle Holding Company, LLC and Full Circle Finance, LLC (FCO-0035)

2015.03.20: AOO, MANAGER; Brad Harcourt

2015.06.04: AAO, MANAGER; David Chadwick

2015.06.24: SOI, CEO; D. Chadwick

SOI, MEMBERS; M. Sherlock; Equity Capital, LLC; High Sierra Equity, LLC

2015.08.03: AAO, MANAGING MEMBER; Brad Harcourt

2015.09.11: SOI, CEO; Michael Sherlock

SOI, MEMBERS; Michael Sherlock and Brad Harcourt

2015.12.08: CANCELLATION, MANAGERS: Michael Sherlock and Brad Harcourt

- 1) *Why did this entity change names so often?*

⁹ In her appeal as Respondent, ([Case No. 081109 on 02/14/2023](#)) Austin's attorneys argue that Austin was only "tangentially involved in the Balboa CUP in helping Michael Sherlock's attorney [Murphy] with the application." That statement is troubling and factually inaccurate in several respects. Murphy is literally next door to Austin in the same office building, Murphy was recommended by Bartell and Austin did represent UPP-7892 Secretary Shannon Snyder [Knopf's brother-in-law] when in communication with City DSD staff Edith Gutierrez on 01/07/2016 at 5:04 PM (See [B12](#)) and finally when Austin drives the getaway car to assist her client, Knopf, in his forced takeover of the Balboa dispensary. (See [Essary Testimony at Pg's 404:23-405:08](#))

- 2) *What meeting minutes and written agreements exist between EQUITY-0102 and FCO-0035 which would codify this entity's participation in FCO-0035?*
- 3) *What meeting minutes and written agreements exist between HSE-0027 and FCO-0035 which would codify this entity's participation in FCO-0035?*

A30.3

Full Circle Management Company, LLC, aka Full Circle Balboa, LLC (FCM-0015)

2015.03.20: AOO, MANAGER; Brad Harcourt

2015.06.04: AAO, MANAGER; David Chadwick

2015.06.24: SOI, CEO; D. Chadwick

SOI, MEMBERS; M. Sherlock; Equity Capital, LLC; High Sierra Equity, LLC

2015.08.03: AAO, MANAGING MEMBER; Brad Harcourt

2015.09.11: SOI, CEO; Michael Sherlock

- 1) *What meeting minutes and written agreements exist between EQUITY-0102 ([A30.12](#)) and FCM-0015 which would codify this entity's participation in FCM-0015?*
- 2) *What meeting minutes and written agreements exist between HSE-0027 ([A30.13](#)) and FCM-0015 which would codify this entity's participation in FCM-0015?*

A30.4

Full Circle Companies, LLC (FCC-0023)

2015.03.20: AOO, MANAGER; Brad Harcourt

2015.06.12: SOI, OFFICER; David Chadwick, CEO

SOI, MEMBERS; M. Sherlock; Equity Capital, LLC; High Sierra Equity, LLC

June McKenzie, Secretary; David Chadwick, Agent for Service

2015.08.17: AMENDMENT, MANAGER; Brad Harcourt

2016.11.21: CANCELLATION, MANAGER; Brad Harcourt

- 1) *What meeting minutes and written agreements exist between EQUITY-0102 ([A30.12](#)) and FCC-0023 which would codify this entity's participation in FCC-0023?*
- 2) *What meeting minutes and written agreements exist between HSE-0027 ([A30.13](#)) and FCC-0023 which would codify this entity's participation in FCC-0023?*

A30.5

Leading Edge Real Estate, LLC (LERE-0148)

2015.04.24: AOO, MANAGER; Brad Harcourt

AOO, SECRETARY: June McKenzie

2015.08.03: SOI, OFFICER; Michael Sherlock, CEO

SOI, MEMBERS; Michael Sherlock and Brad Harcourt

SOI, SECRETARY: Christine Bordenave

2015.12.21: CANCELLATION, MANAGERS; Michael Sherlock and Brad Harcourt

- 1) *The SOI dated 2015.08.03 states in box no. 14, when describing the type of business activity this entity is engaged in it is described as a Dept and Equity Financing company. Biker is listed as the CEO of this entity. What would you say would have qualified Biker to fill such a position over Harcourt? Can you please explain exactly what it was you were using Biker for in this scheme of yours and Harcourts?*
- 2) *How does Biker sign the 2015.12.21 Cancellation when he died on 12/03/2015?*

A30.6

Full Circle Enterprises, Inc. (FCE-8738)

2015.07.22: AOI, SERVICE Of PROCESS; David Chadwick

AOI, SECRETARY: June McKenzie

2015.09.14: SOI, OFFICERS; Michael Sherlock, CEO

Chirstine Bordenave, SECRETARY

Stephanie Hess, CFO

SOI, DIRECTORS: Michael Sherlock and Bradford T. Harcourt

SOI AGENT FOR SERVICE: Bradford T. Harcourt

SOI SIGNATURE VERIFICATION BY: Michael Sherlock, CEO (09/10/2015)

2015.12.14: CANCELLATION, DIRECTORS; M. Sherlock and B. Harcourt (12/02/2015)

- 1) *The SOI dated 2015.09.14 states, in box no. 16 when describing the type of business activity this entity is engaged in, it is described as a Business management and consulting company, Michael Sherlock's signature, as CEO attests to the veracity of the information contained in that SOI. Would you be able to point out what, if any business management and consulting this entity engaged in and how the associated financials and tax returns, both federal and state, would have born that out?*
- 2) *What qualifications would have warranted Stephanie Hess as CFO over someone who has the financial experience to head that position? For example, Harcourt?*
- 3) *What function did June McKenzie serve?*
- 4) *Are there meeting minutes that you have seen or been given copies of from this entity?*
- 5) *The CANCELLATION dated 2015.12.14 and purportedly signed by Biker on 12/02/2015, is a document I can say with 100% certainty, is not his signature. Since my signature was a forgery on the Miltner Waiver perhaps you might offer some insight into who signed Biker's signature on the CANCELLATION?*
- 6) *What consideration did Biker receive for cancelling FCE-8738?*

A30.7

San Diego Patients Cooperative Corp. (SDPCC-4398)

2016.03.03: AOI, INCORPORATOR; Bradford T. Harcourt

2023.12.26: SOI, OFFICERS; Bradford Harcourt, CFO

Renny Bowden, SECRETARY

Michael Haydord, CEO

2024.10.09: SOI; OFFICERS: Bradford Harcourt, CFO, CEO, SECRETARY

- 1) *Why was it necessary to shut down the UPCC-7892 entity when it could have easily been modified in an updated SOI to have removed Biker and added me? Wasn't this done in an attempt to create a narrative where it could be claimed that UPCC-7892 was shut down as you put it to me, "after Bikers death we all just walked away from Balboa" when in reality it was only necessary to create SDPCC-4398 so you would have at least some evidence to support that ridiculous "walk away" statement?*
- 2) *Why was Hayford and Bowden dropped off in the 10/09/2024 SOI?*

[A30.8](#)

8863 Balboa, LLC (BALBOA-0027)

- 1) *Is this the same Dave Gash in which litigation stemmed (See [YOUNG v. GASH ET AL](#)) from the same causes of action, e.g. fraud and deceit, with parties who have known business and personal relationships such as those that exist between Tim Aaron and Renny Bowden?*
- 2) *What was yours, Harcourt's, Biker's, Chadwick or Melograno's shared interest in Balboa with Gash and/or BALBOA-0027?*

[A30.9](#)

Full Circle Ventures, Inc. (FCV-8541)

2017.03.27: AOI, INCORPORATOR: Ray Ibrahim

2018.05.11: SOI, OFFICERS; Ray Ibrahim, CEO

Noel Shamoun, SECRETARY

Nabil Somo, CFO

SOI, DIRECTOR: Ray Ibrahim

2019.03.14: SOI, OFFICERS; Ray Ibrahim, CEO

Tim Aaron, SECRETARY

Tim Aaron, CFO

SOI, DIRECTORS: Ray Ibrahim, Tim Aaron and Seif Korkis

2019.12.10: DISSOLUTION: Ray Ibrahim, Tim Aaron, Seif Korkis (12/06/2019)

- 1) *Did you or any of the Full Circle entities that share Biker, Harcourt and/or Bowden as Members or Officers have any relation with this entity?*

[A30.10](#)

Anomar Management, LLC (ANOMAR-0159)

2017.05.24: AOI, ORGANIZER: William L. Miltner

2017.09.27: SOI, MEMBERS; Prime Harvest, LLC (See [A30.19](#))

RAB Services, LLC (See [A30.11](#))

2019.10.01: FTB SUSPENDED

- 1) *Why was this entity suspended due to a Franchise Tax Board suspension? How much did ANOMAR-0159 owe the FTB at the time of the suspension? Was it ever paid, or does it remain unpaid and uncollected due to no personal member identification having been listed by Miltner?*
- 2) *Did ANOMAR-0159 pay their federal tax liabilities or were those also left unpaid?*
- 3) *Did you and Miltner create the ANOMAR-0159 and RAB-0165 for the purpose of evading their LLC tax liabilities and the personal liabilities as set forth in the [Miltner Consent and Waiver of Rights letter](#)?*

[A30.11](#)

RAB Services, LLC (RAB-0165)

2017.05.24: AOO, SERVICE OF PROCESS; William L. Miltner

2017.09.28: SOI, MEMBER; Renny Bowden and Equity Capital, LLC (Equity-0102 at [A30.12](#))

SOI, AGENT: William L. Miltner

2018.08.03: CANCELLATION; Renny Bowden

- 1) *RAB stood for Renny, Amy and Brad. Why wasn't I listed as a member in any of the filings? (See Ownership Flowchart at [B10](#))*
- 2) *Why did Harcourt hide his personal interests in RAB when the [B10](#) Ownership Flowchart makes no mention of Equity Capital, LLC (Equity-0102)?*
- 3) *Why did Bowden cancel RAB-0165? Did it have anything to do with tax liabilities owed by ANOMAR-0159?*

[A30.12](#) Equity Capital, LLC (EQUITY-0102)

2013.07.10: AOI, MANAGER; Brad Turner Harcourt

2017.05.30: SOI, MEMBER; Brad Turner Harcourt

2019.12.11: CANCELLATION; Bradford T. Harcourt

- 1) *Why did Equity-0102 (Harcourt) have an interest in FCM-0015 when Harcourt already had an interest in FCM-0015?*

[A30.13](#) High Sierra Equity, LLC (HSE-0027)

2014.12.29: AOI, MEMBER; Stephen Lake

2015.01.26: SOI, MEMBER; Stephen Lake

SOI, MEMBER; Stephen Lake

2023.12.18: CANCELLATION; Stephen Lake

- 1) *Why was High Sierra Equity formed and why was it cancelled?*
- 2) *After the sale of Balboa to Razuki/Malan did you or any of your entities have any percentage interest in the Balboa cannabis business as a condition of that sale? Please provide any documentation as to that agreement.*
- 3) *Please provide all communications you or any of your entities have had with Razuki, Malan, Harcourt and Melograno regarding the sale of the Balboa properties.*

[A30.14](#) 2016.04.14 HSE-0027 Change of Ownership

[A30.15](#) Prime Harvest Distributing, Inc (PHD1-2719)

2015.07.31: AOI, AGENT; Justis A. Warhurst

2015.08.13: SOI, AGENT; California Corporate Agents, Inc.

OFFICERS: Eulenthias Duane Alexander, CEO

Vincent Espinoza, SECRETARY

Vincent Espinoza, CFO

2018.09.04: Franchise Tax Board Suspended

- 1) *Did you, your partners or any of your related business entities have any business relationships with Alexander's PHD1-2719 entity? If so, please explain in detail what they were and provide any support documentation describing that relationship.*

[A30.16](#) Prime Harvest Distributing, Inc (PHD2-5199)

2022.11.14: AOI, AGENT; Shaun Chamberlin

2024.04.19: SOI, OFFICER: Shaun Chamberlin. CEO/CFO/Secretary

- 1) *In 2022 Chamberlin challenged Alexander on the [Gateway Outlet Cannabis CUP](#) because Alexander had let his license lapse. Have you ever had any interest in any Prime Harvest entity whether it be through Alexander or Chamberlin?*

[A30.17](#)

Prime Harvest, Inc (PH-3069)

2022.11.11: AOI, AGENT; Shaun Chamberlin

2022.11.16: SOI, OFFICER; Shaun Chamberlin, CEO/CFO/Secretary

2024.04.19: SOI, OFFICER: Shaun Chamberlin. CEO/CFO/Secretary

- 1) *In 2022 Chamberlin challenged Alexander on the [Gateway Outlet Cannabis CUP](#) because Alexander had let his license lapse. Have you ever had any interest in any Prime Harvest entity whether it be through Alexander or Chamberlin?*

[A30.18](#)

Prime Harvest D9, LLC (PH-0964)

2022.05.24: AOO, AGENT; LEGALZOOM.COM, INC.

AOO, ORGANIZER; Cheyenne Mosely

2022.11.17: SOI, MEMBER; Eulenthias D. Alexander

SOI, AGENT; Eulenthias D. Alexander

1210 Olive Street, Ramona, CA 92065

2024.09.18: SOI, MEMBER: Eulenthias D. Alexander

SOI, AGENT; Eulenthias D. Alexander

1210 Olive Street, Ramona, CA 92065

- 1) *Did you, your partners or any of your related business entities have any business relationships with Alexander's PH-0964 entity? If so, please explain in detail what they were and provide any support documentation describing that relationship.*

[A30.19](#)

Prime Harvest, LLC (PH-0287)

2016.05.31: NEVADA AOI, AGENT; Eulenthias Duane Alexander

2017.12.18: CA FOREIGN LLC, SERVICE OF PROCESS; Eulenthias D. Alexander

- 1) *Did you, your partners or any of your related business entities have any business relationships with Alexander's PH-0287 entity? If so, please explain in detail what they were and provide any support documentation describing that relationship.*

[A30.20](#)

Olive Tree Wellness Center, LLC (OTWC-0016)

2018.05.26: AOO, AGENT; LEGALZOOM.COM, INC,

AOO, ORGANIZER; Cheyenne Mosely

2023.11.11: SOI, MEMBER: Eulenthias D. Alexander

SOI, AGENT; Eulenthias D. Alexander

1210 Olive Street, Ramona, CA 92065

2024.07.25: SOI, MEMBER: Eulenthias D. Alexander

SOI, AGENT; Eulenthias D. Alexander

1210 Olive Street, Ramona, CA 92065

- 1) Questions arise about how Biker was involved in the various parties and the roles they played, who were approved by the San Diego County Sheriff's Department (SDCSD) to operate a cannabis business at this location.

On [2015.01.13 SDCSD](#) approved the collective, [Olive Tree Patients Association](#) (Corporate State ID No. 13857 not found) with Biker Sherlock as the Operating Addressee and Stephen Lake as the Owner of the Premises. What written agreement do you have with Biker that would prove that the corporate interest Olive Tree Patients Association No 13857, which he represented he was a member of that would operate a cannabis dispensary at this location? Please provide me with that evidence.

On [2017.05.24 SDCSD](#) approved the Olive Tree Patients Association with Renny Bowden and Bradford Harcourt. As previously stated, I find no evidence of this entity in any state filings but I do have the Ramona property being managed under the OTWC-0016 (See [A30.20](#)), PH-0964 (See [A30.18](#)), PHD1-2719 (See [A30.15](#) based on the Flow Chart at [B10](#) showing Prime Harvest-Alexander with a 50% ownership), PH-0287 (See [A30.19](#)), RAB-0165 (See [A30.11](#)), HSE-0027 (See [A30.13](#)) and ANOMAR-016 (See [A30.10](#)).

While this is most certainly a complex byzantine pattern that attempts to hide certain parties while denying those who had thought they had a stake in this enterprise but later discovered otherwise ([See Amy Sherlock GJC re Duane Alexander](#)), I would ask that you attempt to explain why this property has had so many different entanglements. For example when we take a look back at our test messages It's clear to me now that I was being managed when invited me to speak on your behalf to relax county cannabis moratoriums at Ramona by "putting some emotion into it" (See [A26](#) at Pg. 064), how you made it a family outing with my sister Kelly to go out to Ramona and meet Duane but "it's currently losing money daily because of the low customer base." (See [A26](#) at Pg's 058-061), or when I brought up using attorney John Murphy you belittled Murphy saying his advice that we "set up the business as a non-profit structure was contrary to others that are currently operating" means you had talked to "others" who were violating the law at the time and did not want me seeking out Murphy for counsel. (See [A26](#) at Pg's 55-56). So I'm going to make it easy here so you won't have to tap dance around all the chicanery that has taken place here and ask you to simply prove how much money you have taken out of the Ramona business as a percentage of their receipts since Biker died?

- 2) Did you, your partners or any of your related business entities have any business relationships with Alexander's PH-0964 entity? If so, please explain in detail what they were and provide any support documentation describing that relationship.

2015.05.26: AOO, AGENT FOR SERVICE OF PROCESS; David J. Chadwick
AOO, ORGANIZER; June McKenzie
2015.07.20: AGENT RESIGNATION; David J. Chadwick
2015.08.04: CANCELLATION: MANAGERS: Michael Sherlock and Brad Harcourt

- 1) *What caused FCC-0036 to be created and why did Chadwick resign as agent?*
- 2) *What compensation did Biker receive for his participation in this entity?*
- 3) *Was this entity created to further enhance and broaden a “Full Circle” global image?*
- 4) *Was this entity created to provide a level of obfuscation to investors who might want to track the various entities developed by Chadwick, Harcourt and Biker?*
- 5) *Was this entity, like those others similarly named, created with the intent to use the Full Circle “identity” to be used interchangeably in cannabis licensing?*

[A30.22](#)

Leading Edge Staffing, LLC (LEC-8716)¹⁰

2005.03.22: AOO, AGENT FOR SERVICE OF PROCESS; David J. Chadwick
2008.05.20: AMENDED STATEMENT; David J. Chadwick
2009.06.04: SOI, OFFICERS; David J. Chadwick, CEO
June McKenzie, SECRETARY
David J. Chadwick, CFO
2009.11.20; CERTIFICATE OF SURRENDER: David J. Chadwick

- 1) *What this entity proves is that it was the model Chadwick created for all future Leading Edge entities and as can be seen in the 2009.06.04 SOI, Chadwick uses McKenzie as the Secretary, and she is the thread that binds the future Leading Edge entities to Chadwick. Were you aware of Chadwick’s and McKenzie’s contributions to all things Leading Edge in the Harcourt-Biker orbit? Why was this never mentioned to me?*

[A30.23](#)

Leading Edge Staffing, LLC (LEC-0583)

2015.04.22: AOO, AGENT FOR SERVICE OF PROCESS; Bradford T. Harcourt
AOO, ORGANIZER: June McKenzie
2015.12.07: CANCELLATION, MEMBERS; Bradford Harcourt and Michael Sherlock

- 1) *Chadwick, through the use and reliance of McKenzie, structured this entity using Harcourt and Biker without being disclosed. Were you aware of this?*
- 2) *What consideration was Biker given for his participation in this entity?*

¹⁰ There is another Chadwick created entity that used the Leading Edge identity in which McKenzie was used but since it does not directly affect the Harcourt-Sherlock entity relations it is being shown here only for reference. (See [LEC-0165](#))

- 3) *Could you please explain how Biker would have signed this cancellation 4 days after his death?*

[A30.24](#)

Leading Edge Finance, LLC (LEF-0164)

2015.04.24: AOO, AGENT FOR SERVICE OF PROCESS; Bradford T. Harcourt

AOO, ORGANIZER: June McKenzie

2015.08.03: CANCELLATION, MEMBERS; Bradford Harcourt and Michael Sherlock

- 1) *Chadwick, through the use and reliance of McKenzie, structured this entity using Harcourt and Biker without being disclosed. Were you aware of this?*
- 2) *What consideration was Biker given for his participation in this entity?*

[A31](#)

2015.11.11 – 2015.11.17, Lake to Jake and Dave at MMJAmerica with CC to Biker, Harcourt and Bowden re Full Circle deal

On 11/11/2015 at 9:38 AM, you email the above parties thanking them for “showing us around your operation in Colorado. You stated that you had attached a Word document that outlined what you believed to be a “fair and equitable” deal for both parties.

On 11/13/2015 at 10:32 AM, Harcourt emails all parties confirming a phone call on Tuesday to hear about their success in Jamaica.

- 1) *What I find troubling about these communications is that unlike the communications that occurred during the same time period where Biker was not included in the email thread, this series of emails does show him being included but the last communication in this thread concludes on 11/17/2015. The communications between you, Harcourt, Dave and Jake in Exhibit [A13](#) on December 1, 2015 leave Biker out of the email. Did you or Harcourt know Biker was not going to be around within the next day or two?*
- 2) *Were you aware that [Hayford and Bowden had shared interests in the SAN DIEGO RELEAF CUP](#)? Did that affect your decision to bring both Hayford and Bowden into these enterprises?*

[A32](#) (40) LLC AGREEMENT OF LEADING EDGE REAL ESTATE, LLC (LERE-0148 at [A30.5](#))

2015.08.01 Executed by Biker and Harcourt

- 1) *Were you, or any of your entities aware of, “Section 1.2 Affiliate. With respect to any individual, any Person who is the spouse of or lineal descendant of or otherwise a member of the family of that individual,...” language as it pertains to my successor interests?*
- 2) *Were you, or any of your entities aware of “Section 9, Transfer of Interests, 9.9(c) Death of Interest Holder” language as it pertains to my successor interests?*
- 3) *Were you, or any of your entities aware that Exhibit B was not executed by me which had it been, would have been my acknowledgment that Bikers interests in LERE-0148 were his alone and as such outside our communal marital assets? Why was*

this never brought up by you in any written or spoken communication between us? Why wouldn't Harcourt or Melograno have addressed this? Please explain.

- A33 1 2015.06.20 David J. Chadwick Leading Edge Real Estate, LLC (LERE-0148 at [A30.5](#)) Resignation Letter addressed to Michael Sherlock, Steve Lake and Bradford T. Harcourt (Managers)
- 1) *Why would Chadwick resign from LERE-0148 when he was never a Manager and Chief Executive Officer of that entity? Chadwick was a Manager and CEO of UPPC-7892 (See [A30.0](#))*
 - 2) *You were never officially listed as a member of either LERE-0148 or UPPC-7892. Why would Chadwick have directed this resignation letter to you? Did he recognize your efforts as managing these entities in an unofficial capacity?*
 - 3) *Why is this letter included in your discovery response (LAKE001245)?*
 - 4) *Why would you even have the Chadwick Resignation Letter?*
 - 5) *In an effort to set the record straight, particularly as to your involvement, did you offer any written reply to this letter? If not, why not?*
 - 6) *Was the Chadwick resignation influenced by Knopf and his email to Biker of 05/20/2015? (See [A34](#))*

[A34](#) 1 2015.05.20 – 2015.05.2, Knopf to Biker with forward to Chadwick, Lake and Harcourt

On 05/20/2015 at 5:11 PM, Knopf emails Biker stating, “ On April 22, 2014 Point Loma Patients Cooperative (PLPCC) and United Patients Consumer Cooperative¹¹ entered into a written partnership for operation of medical marijuana consumer cooperative [MMCC] located on Balboa Avenue, two in Ramona and one in Santa Barbara¹²...we agreed that any and all proceeds or compensation resulting from operation of the consumer cooperative will be split evenly...our agreement states that [my] Hancock Street [MMCC] is not part of the partnership...I have been working with you on all of these locations...my broker found all of the properties¹³...I withdrew PLPCC from any potential agreement with Full Circle¹⁴. However, this has no impact on our partnership for the MMCC's as acknowledged by the partnership agreement...We need to discuss how to end this business relationship and hopefully avoid litigation¹⁵. I am open to suggestions.”

On 05/21/2015 at 8:21 AM, Biker forwarded that email to you, Chadwick, Harcourt, stating, “Steve read this email I got last night. Obviously, this is not true but at this point I think you need to go dark on him.”

- 1) *Where Biker states, Obviously, this is not true, what makes this obvious to you?*
- 2) *Did your having invested in Knopf in anticipation of their being a Full Circle Joint Venture with him fail to materialize and when asked to return the \$114K (See [A6](#)) he*

¹¹ Executed April 22, 2014, Agreement Regarding Partnership for Operation of Medical Marijuana Consumer Cooperatives

¹² 01/07/2015 Michael Sherlock and Adam Knops Offer to Purchase 217 N. Milpas Street, Santa Barbara, CA

¹³ 2015 Knopf Balboa Expense Report with Harcourt Participation

¹⁴ 05/22/2015 Austin Legal Group Statement for PLPCC re Balboa and Full Circle Legal Services

¹⁵ Unexecuted 01/01/2015 Austin Legal Group Legal Services Agreement with Adam Knopf, Mike Sherlock and Full Circle

declines and asked for another \$86K Judd Henkes, CFO of Far West stated in an email to you, that “instead of refunding you the \$114,000 Adam would actually be due \$200k to “part ways.”

- 3) *Whatever happened to your \$114K investment? Did you or Knopf blame Biker for what failed to transpire with Knopf?*

[A35](#) 1 11/24/2015 Lake to Biker with CC Bowden and Harcourt re Ramona County of San Diego property development requirements

On 11/24/2015 at 3:58 PM, you sent an email to Biker with CC to Bowden and Harcourt in which you state, “This is item 6 of the agreement we had to sign. Although this is what prompted the meeting with Al and Ken to make sure we had a work around and that this would not be a hold up. I do not believe this form was ever turned into the county.”

- 1) *What signed agreement are you referring to? Please provide me with a copy of that agreement.*
- 2) *What “work around” are you referring to?*
- 3) *Who is Al and Ken?*
- 4) *Why are Biker, Bowden and Harcourt involved in this communication?*

[B1](#) 2 01/12/2016, Lake to Gutierrez w CC to Harcourt and Bowden

At 1:38 PM, you sent Gutierrez an email with CC to Harcourt and Bowden asking Gutierrez “when would be a convenient time for Amy Sherlock and I to visit you and change the account into her name.”

At 2:21 PM, Gutierrez when referring to what documents I would have to bring to this meeting stated that, “According to our management analyst, the marriage and death certificates [you proposed these] are not sufficient. We need something such as a power of attorney.”

- 1) *Why was I not CC on this, or any other email communication, with the City?*
- 2) *Who is the “management analyst” Gutierrez is referring to?*
- 3) *Why are you being told by Gutierrez that I had to have a power of attorney when ANY POA that Biker would have granted would have expired at his death?*
- 4) *I am his widow with certain survivor benefits. Why was this not part of your discussions in which I wasn’t included?*
- 5) *When did you ever actually set a date and time for me to meet with the management analyst, Gutierrez or anyone else at DSD to coordinate the CUP transfer into my name?*
- 6) *On [03/17/2016 Gutierrez simultaneously transferred the Balboa CUP](#) into both mine and [Harcourt’s name](#). Can you explain what role you played in those transfers?*

[B2](#) 3 01/12/2016 through 01/22/2016, Gutierrez to Lake w CC to Harcourt and Bowden

On 01/12/2016 at 1:38 PM, you provide the first email communication with Gutierrez in which you attempt to schedule a meeting with Gutierrez, you and me to transfer the CUP into my name.

On 01/12/2016 at 1:50 PM, Gutierrez is quick to respond that she can accommodate that meeting “anytime from 9 am-2 pm this Thursday or Friday.”

On 01/12/2016 at 2:11 PM, you replied to Gutierrez stating you would speak to me and “come back to you shortly with a date and time.” You also brought up what legal documents, such as my marriage certificate and Biker’s death certificate we would bring to this meeting in order to facilitate the CUP transfer.

1) *This meeting with Gutierrez was never brought up in any phone conversation we had. Had it been, I WOULD have attended, and we likely would not be involved in litigation over this. In light of all the emails and texts you engage in, that is a self-serving statement that a phone call would have conveyed this meeting to me. Please provide me with any written communication you have which prove you made me aware of this meeting.*

On 01/12/2016 At 2:21 PM, Gutierrez when referring what documents I would have to bring to this meeting stated that, “According to our management analyst, the marriage and death certificates [you proposed these] are not sufficient. We need something such as a power of attorney.”

On 01/21/2016 at 11:18 AM, you email Gutierrez telling her that “From my understanding a power of attorney isn’t effective after the a person passes away...Michael did not have a power of attorney...As the owner of the property on which the CUP has been granted what steps would I need to take in order to become the financial responsible party...this is all new to me...would it be possible to have a phone conversation to try and sort some of this out?”

On 01/21/2016 at 1:26 PM, Gutierrez replies stating, “I am not really sure exactly what you need. This issue is new to DSD. I thought the death certificate and marriage certificate were sufficient, but I was told it wasn’t. **I’m guessing** [emphasis added] we would take whatever document(s) Amy is using to gain control of her husband’s accounts/assets.

On 01/21/2016 at 4:14 PM, you reply to Gutierrez sating, “I realize this is a new issue for everyone, **this was very important to Michael and his family so we want to make sure it is taken care of properly** [emphasis added]...In this case all we are doing is transferring the financial responsibility to her where it would naturally belong...I’m just looking for some guidance so we can put this behind us.”

On 01/22/2016 at 8:45 AM, Gutierrez emailed you, with no CC to me, and provided you that “guidance” by instructing you to, “Please have the responsible person sign so we can final the permit.”

- 2) *There are a number of issues to unpack here. First of all, how comfortable were you, as a non-lawyer, in giving legal advice to Gutierrez insofar as the effect of a power of attorney would have on my rights as Biker's widow? Especially when Gutierrez had sought and received a "management analysts" direction on this matter instructing her that this is the documentation she was required to have?*
- 3) *When Gutierrez does respond to your power of attorney comment she no longer relies on her "management analysts" direction but instead states she is "guessing" as to what documents she would require. How comfortable were you in having Gutierrez guess, in writing, as to this critical portion of the process and why was I not informed that the City was guessing on how this transfer was to lawfully take place?*
- 4) *At this point in your communications with the City, what legal representation did you have that would have assisted you in navigating this process and would look after my interests, thereby protecting yours and your partners' interests while this transfer was taking place?*
- 5) *Gutierrez seems to change her document requirements to simply having "the responsible party sign so we can final the permit." Given the fact that this represents a no document verification by the City of my beneficiary interests, such as Biker's death certificate and our marriage certificate, how comfortable were you in accepting those instructions and did you proceed under the advice of counsel?*
- 6) *Finally, on 03/17/2016, nearly two months after this last instruction by Gutierrez there were two transfers of the CUP made on the same day.*

[03/17/2016 Edith Gutierrez to Amy Sherlock](#)

[03/17/2016 Edith Gutierrez to Brad Harcourt](#)

Can you please explain how this CUP transfer to me was negotiated under a different project number (467964), how I was informed of the transaction and why the CUP was transferred to Harcourt under the project number that Biker had been awarded the CUP (368347) under by the City and given the fact you state, "this was very important to Michael and his family so we want to make sure it is taken care of properly, " how were you ever good with this?

[B3](#) 8 01/22/2016 through 04/11/2016, Gutierrez to Lake, Bowden and Harcourt re Balboa CUP

On 01/22/2016 at 11:36 AM, Gutierrez emails you with "the list of people have gone through the background check."

- 1) *Where is that list?*
- 2) *On 10/10/2022 I submitted a FOIA request to the City under [PRA 22-5095](#) which sought a list of all parties who underwent background checks at Balboa from 2015 through 2018. What I find noteworthy is that my name does not appear on the list and Mr. Travis Cleveland, my DSD contact for this PRA apologizes for having "incomplete information as there has been a 100% turnover rate in their Cannabis Business Division." Can you please explain how on 03/17/the Balboa CUP was transferred into my name on 03/17/2016 and my name does not appear on this list?*

On 01/22/2016 at 12:42 PM, you send Harcourt and Bowden an email informing them that there is “good news, I have spoken with Edith and all we need to do is fill out the form below to assign a new responsible person...I’m sure I can get Amy to do it, but she will have to go through the background process after the fact.”

- 3) *At the risk of being accused of beating a dead horse, once again the City, based on a phone call you made with Gutierrez, is asking for no document verification, I’m not included in this email and you’re actually asking Brad [Harcourt] if HE had any desire to be the responsible party instead of ME! How is this protecting Biker or our families financial interests if I’m not aware of what’s being proposed and the offer is being made to Harcourt to take that CUP position?*

On 02/19/2016 at 9:59 AM, Harcourt sends an email to Gutierrez with no CC to anyone else in which he instructs Gutierrez, “for the sake of convenience can you please place me as that [financial responsible] person...to finalize the CUP.”

On 02/19/2016 at 10:06 AM, 7 minutes later, Gutierrez asks Harcourt to clarify his email if he meant the “Responsible Person” for the background permit or the “Financial Responsible Person.”

On 02/19/2016 at 10:10 AM, 4 minutes later, Harcourt replies with, “I guess I mean both as I have been weighting [writing] the checks for this account.”

On 02/19/2016 at 10:12 AM, 2 minutes later, Gutierrez emails Harcourt asking him to call her.

On 02/23/2016 at 4:00 PM, Harcourt emails Gutierrez, no CC stating, “We [meaning the partners/you?] will be finalizing all the documents tomorrow at 12:00PM and should have them headed your way shortly thereafter.”

On 02/26/2016 at 11:31 AM, Harcourt emails Gutierrez, with CC to you, Bowden and attorney John J. Murphy stating that he has attached the DS-191 form per her request and have “changed the business entity from United Patients Consumer Cooperative Corp. to San Diego Patients Consumer Cooperative Corp. Please let me know if there is anything else I will need to do.”

On 02/26/2016 at 11:38 AM, 7 minutes later, Gutierrez, with CC to you, Bowden, and Murphy ask Harcourt to email her “a copy of the State Articles of Incorporation.”

On 02/26/2016 at 11:55 AM, Harcourt responds with CC to you, Bowden and Murphy that he “get them to you as soon as the SOS [Secretary of State] sends them to me.”

- 4) *What is clear by this thread is that conversations between Harcourt and Gutierrez took place that would give the City cover on the CUP transfer by simply starting a new LLC (SDPCC-4398) and terminating the LLC (UPCC-7892) where Biker had held an interest. The logical thing you would have insisted on, if you had actually wanted*

to protect our family's interests, is to have simply replaced Biker with me on a new UPCC-7892 SOI filed with the State. That did not happen and since I have had a personal relationship with attorney John J. Murphy, (he is an old skateboarder, I have his personal cell phone number and his email) I find it inconceivable that he did not know about Bikers death and that I as the widow, and his children should NOT be replaced with a new entity when that new entity would deny us any of the value that had been held in UPCC-7892. Please explain to me how this reformation protected mine and our family's best interests or was it just another attempt by corrupt attorney(s) to wangle out every potential profit area that these all cash businesses represented to everyone feeding from the licensed cannabis trough?

- 5) *Please provide me with whatever engagement letter you had with Murphy and an accounting of all legal services he provided you, or any and all entities affected by the Balboa CUP transfer.*

On 04/11/2016 at 10:10 AM, Harcourt emails Gutierrez with CC to you and Bowden seeking to have the 918 Laurel refund check issued to himself or the SDPCC-4398 and not to UPCC-7892.

On 04/11/2016 at 11:05 AM, Gutierrez, with CC to you and Bowden, responds with, "Remember we talked about this? The check cannot be made out to you unless you have legal documentation."

On 04/11/2016 at 11:09 AM, 4 minutes later, Harcourt, with CC to you and Bowden replies to Gutierrez with, "I know I asked to change it. How do we deal with this as he has passed?"

- 6) *What Harcourt is actually asking here is that now since we terminated UPCC-7892 ("the scheme") having the City issue a refund check to that UPCC-7892 entity makes no sense. Harcourt cannot negotiate that check. Gutierrez knows this too. Please tell me how the City/Gutierrez eventually dealt with the 918 Laurel refund money?*

B4 1 01/26/2016 through 02/09/2016, Harcourt to Lake and Bowden

On 02/09/2016 at 1:40 PM, Harcourt emails you and Bowden with a request to, "discuss United Patients Consumer C-Operative and what needs to be done regarding to swap this out for a new Consumer Co-Operative with **no baggage** [emphasis added] so we can finalize this paper work. I have done some more due diligence on potential repercussions of me signing on a license and unfortunately **I can not jeopardize my future as my business and family business** [emphasis added] heavily relies on banking relationships. Lastly, we need to get 8863 and 8863 [Balboa] into one or two entities, Leading Edge Real Estate, LLC will be getting dissolved here after April 18, 2018 as I am wrapping up taxes for FCE, FCC, FCM, LES LERE...I wanna put this behind me and focus on a fresh start."

- 1) *What baggage is Harcourt referring to? Me?*

- 2) *Harcourt names 5 entities and with the ellipses indicates there are more. Are there any other entities Harcourt had created in the belief that it would aid in the adult-use cannabis empire you and your partners were planning on building? If so, please identify them.*

B5

4

02/26/2016 through 04/11/2016, Gutierrez to Lopez, Harcourt w CC to Lake, Bowden, Murphy and Elsa Lopez re CUP transfer and account refunds

On 02/26/2016 Gutierrez and Harcourt with CC to you, Murphy, and Bowden regarding the CUP transfer with the City.

- 1) *Why was I not included in any of these emails? My interests were not even being mentioned by any of these parties.*

On 04/11/2016 at 10:10 AM Harcourt email Gutierrez with CC to you and Bowden in which he requests that the City refund the money left over from the 918 Laurel project to Harcourt personally and not to San Diego Patients Consumer Cooperative Corp (SDPCC-4398 at [A30.7](#))

- 2) *How could you not respond and take exception to this request that the money be transferred to Harcourt personally thereby avoiding my interests with the City?*

On 04/11/2016 at 11:05 AM, Gutierrez emails Harcourt with CC to you and Bowden which states that Biker is the FRP for this project and the check cannot be made to Harcourt unless he has “legal documentation.”

On 04/11/2016 at 11:10 AM, Harcourt replies with, “I know I asked to change it. How do we deal with this as he as passed?”

On 04/11/2016 at 11:13 AM, Gutierrez tells Harcourt with CC to you and Bowden that the City check will be issued in Biker’s name as she is “assuming his wife [Amy] has legal authorization to cash it.”

- 3) *This statement by Gutierrez acknowledges that she “assumes” I have the legal authority to act on Biker’s behalf [even without a power of attorney]. This same right should have extended to my being named on the CUP. Why was this not the case and why did you not insist on it?*

On 04/11/2016 at 11:26 AM, Harcourt responds with an impassioned plea to Gutierrez that any refunds should be his as he has “close to \$15K in refundables...I’m sure this is not the first time this has happened?”

On 04/11/2016 at 11:55 AM Gutierrez tells Harcourt with CC to you and Bowden states that without a power of attorney naming Harcourt, the City cannot issue a check, for approximately \$500 in that [Balboa] account to Harcourt.

On 04/11/2016 at 12:05 PM, Harcourt replies to Gutierrez with CC to you, Bowden and Lopez that per his accounting there was \$8K in that account.

On 04/11/2016 at 12:13 PM, Gutierrez responds to Harcourt with CC to you, Bowden and Lopez that, "The Balboa account was over \$5,200 in deficit when the attached deposit for \$7,077.42 was made in January 2016. There were charges for finalizing the background permit and closeout of the project."

- 4) *When Gutierrez is referring to background permit and closeout charges is it clear to you what she meant since the City/Gutierrez had two CUP transfers on 03/17/2016, one in Harcourts name and one in mine **under two different project numbers** and **my name was never included on a background check list** as per [PRA-22-5095](#)?*

*[03/17/2016, Project No. 467963 in Amy Sherlock's name](#)
[03/17/2016, Project No. 368347 in Brad Harcourt's name](#)*

Please tell me how this could have happened when you, my brother-in-law, who was in constant communication with Gutierrez, Harcourt, Bowden and Lopez where I was an acknowledged beneficiary of Biker's account with the City and no one seemed to include me in the communications and even went so far as to dummy up another project number. So, tell me was there a check issued to Harcourt under this phony project number 467963?

[B6](#) 4 03/02/2016, San Diego County to Lake to Lake re Biker as Ramona Permit Owner

- 1) *Why is Michael D. Sherlock listed as the Permit Owner for the site work inspection under Permit No. PDS2015-LDPIIP-60000 when per your declaration he had no interest in the Ramono property? ([See Lake Dec at Pg. 3:21-23](#))*
- 2) *Please provide me a copy of the PDS2015-LDPIIP-600000 permit.*

[B7](#) 1 03/02/2016, Lake to Bartell w no CC

On 01/05/2016 at 10:37 AM, titled "Please Call Me," Bartell emails Harcourt with no CC asking him to give him a call.

On 01/05/2016 at 3:54 PM, Harcourt replies to Bartell thanking him for his "time today...as a recap of our conversation...inn regards to Balboa...we have a cost basis of 1M between the partners in Balboa...procuring the CUP was a large cost and **comes with significant upside to the buyer and to the seller** [emphasis added] with a disposition of the assets and **license** [emphasis added]...I will consult with the **guys** [emphasis added] and get back to you later this week."

- 1) *Harcourt acknowledges to Bartell that the License represents a "significant upside" to the buyer. This property sold to Razuki and the license ended up going to Razuki's partner Ninus Malan, a client of Gina Austin's. Did you know at the time these discussions were centered around the Balboa project being sold to Razuki/Malan?*
- 2) *Did you know that Bartell works closely with Gina Austin on CUP projects throughout the City?*
- 3) *Did you know that Gina Austin represented Adam Knopf at the same time Bartell was representing Biker?*

- 4) *Did you know that when Harcourt was referring to “consult with the guys” it was by his own definition impossible to have included me, a month after Biker’s death because I am a female?*
- 5) *How did you acquire this email since it was never addressed to you?*

B8 25 05/24/2017, RAB SERVICES, LLC and ANOMAR MANAGEMENT, LLC Articles and Operating Agreement

- 1) *Within Exhibit D8 at LAKE001548, Section 2.8 designates the Managers as Prime Harvest, LLC (PH-0287 at [A30.19](#)) and RAB Services, LLC (RAB-0165 at [A30.11](#)). Why was the decision made to not name any individuals as managers in the Articles but at Section 5.7 elect E. Duane Alexander as the President? Was Alexander compensated under this position and if so by who?*

B9 1 01/15/2016, DSD Account Refund of \$7,066.42 for Balboa to Full Circle Management Company (FCB-0015 at [A30.3](#))

- 1) *At what point did DSD consider this a Full Circle Management Account?*
- 2) *The refund check was issued on 01/15/2016, check no. 1069, from Jacqueline Beavers with the City of San Diego to Full Circle Management Co. This means, with the original Full Circle Balboa, LLC becoming Full Circle Management Company, LLC on June 4, 2015, any one of the persons associated with that newly named entity would have been able to negotiate that check. Why then was there such difficulty with the City with Biker’s death in refunding this check which they did here anyway as Chadwick (as CEO), Equity Capital, LLC and High Sierra Equity, LLC all were managers or members of the FCB-0015 (See [A30.3](#))? With rumors that Chadwick was involved in stealing money from the business, was this the case where with Biker being deceased, Chadwick was able to negotiate that check in his personal account or set up his own Full Circle Management account and NOT refund that money to the business?*

B10 1 Undated Olive Tree (Ramona) Ownership Flow Chart

- 1) *As per this Flow Chart, why was I not ever informed I held a 50% ownership interest in these entities and what documents do you have that shows I agreed to surrender those interests? Please provide all documents associated with the divesture of my interests.*

B11 3 10/11/2016, Lake takes Financial Responsibility Party interest with the County of San Diego for the Ramona Permit which had previously been held by Biker

- 1) *How does this document, which you signed, align with your previous statements that Biker held no interest in Ramona? ([See Lake Dec at Pg. 3:21-25](#))*
- 2) *In the CHANGE OF FINANCIAL RESPONSIBILTY form you submitted to the County of San Diego in PART A you list Michael Sherlock as the CURRENT FINRESP and where his signature would have been you print “Deceased, See Attached.” What document(s) did you attach to this form?*

[B12](#) 3 01/05/2016 through 01/08/2016, Lake, Gina Austin, Gutierrez, Harcourt, and Bowden re the Balboa CUP and Joint Venture plans

On 01/05/2016 at 4:54 PM, Bowden emails you and Harcourt re a call he received from Austin Birch re a JV partnering agreement. He was specifically asking you if you would permit him to send Birch the proposal you had sent “Jake and MMJ AM” and to let him know if you are “interested in meeting with him on Friday to discuss the new structure...As you probably know, I have known Austin for many years and Biker knew him as well.”

- 1) *Why was Bowden relying on Birch having known Biker to influence a decision YOU had to make re the operation of a cannabis business you have declared you never wanted anything to do with the cannabis business? ([See Lake Dec at Pg. 3:21-25](#))*

On 01/06/2016 at 12:25 PM, you reply to Bowden telling him, “I think we should set down with him, maybe early next week. We have 7 different parties interested in working with us in once [sic] capacity or another. **This makes for great opportunity** [emphasis added] but can also create confusion as they begin to mesh into one...I will begin putting something together that we can circulate between us to ensure that our goals are united...I’m on it and will circulate something to you shortly.”

- 2) *When you are describing the “great opportunity” were you referring to the cannabis enterprises as a “great opportunity?”*
- 3) *Why was Harcourt not included in this email to Bowden?*

On 01/07/2016 at 5:03 PM, Gina Austin, acting on behalf of the Secretary¹⁶ of United Patients Consumer Cooperative (UPCC-7892) emails Gutierrez asking her as a result of Michael Sherlock passing away in December is UPCC-7892 still a legal entity stating, “Will you please advise as to the City’s process if United Patients is no longer a legal entity? I understand that the CUP runs with the land. However, if (and I am not sure this is the case yet) United Patients is no longer a legal entity, what needs to be done by the Owner [Lake] to allow the operation of the dispensary.”

- 4) *This is astonishing! Here we have Gina Austin, a CUP attorney specialist simultaneously representing Knopf, asking the City if UPCC-7892 is still a legal entity. Who made the decision to hire Gina Austin for this inquiry? Why was I not included or considered in these discussions?*
- 5) *UPCC-7892 was still a legal entity, Austin knew this, that through a new SOI would have updated the entity to have included me. Why was that not done?*

On 01/08/2016 at 7:27 AM, Gutierrez emails Harcourt with CC to Bowden and Hess asking Brad to “confirm you have retained Gina Austin so she can be added as a contact.”

¹⁶ That Secretary is Shannon Snyder who is the brother of Tiffany Knopf, who is the wife of Adam Knopf, who is a client of Gina Austins. Snyder was misled by Adam when in December 2015 he agreed to be used as a “place holder” for the 8863 Balboa CUP in anticipation of Adam gaining control over the Balboa CUP and UPCC-7892. As stated in his Affidavit, Snyder attests that when Gina contracted him to renew his participation, he told her he wanted nothing to do with this scheme and to remove him from any capacity within the entity. (See [Tiffany Knopf Affidavit](#) supporting affidavit of Shannon Snyder at Pg 091)

- 6) *Why does Harcourt not reply to the Gutierrez inquiry?*
- 7) *How did you acquire this Austin-Gutierrez email if you were not included in the communication?*

On 01/08/2016 at 8:11 AM, Bowden emails you and Harcourt stating, "Adam is beginning assault. We need to get our business in order ASAP."

- 8) *What I take this to mean is there was no response to Gutierrez from Brad confirming he had retained Gina Austin. Is this accurate?*
- 9) *What I also take this email to mean is Gina Austin misrepresented her representation of UPCC-7892 to Gutierrez and that she had been retained by UPCC-7892. Would that be your understanding or is it possible that Bowden had not been aware of that development? Based on Bowden's email here he clearly identified Austin's involvement as an assault by Adam [Knopf]. Please explain the relationship with Gina Austin relationship with UPCC-7892 and why, if she had misrepresented her representation of UPCC-7892 you, Harcourt and Bowden did not take swift and decisive disciplinary action against Austin for having done so?*

B13 3 01/05/2016, Lake, Bowden, Harcourt re Austin Birch re multiple party partnership interests

- 1) *Within a month of Bikers death there is an avalanche of interest in developing partnerships with these enterprises. Did this gluttony of interest come as a surprise to you?*
- 2) *Austin Birch (Outliers Collective) was a Co-Petitioner with you in [OUTCO LABORATORIES INC. ETAL v. COUNTY OF SAN DIEGO](#) (Outliers) which sought relief under a court order to declare the Petitioners rights had been violated by denying them their right to proceed with the process of developing medical marijuana cultivation facilities. (See Outliers at Pg. 21:7-10) Specifically, as it relates to you, the OLIVE TREE PATIENTS ASSOCIATION and HIGH SIERRA EQUITY, LLC whereby you sought this writ relief because you were "unable to profitably operate the structure." (See Pg's 5:3-6:12) Please explain, that at the time of this filing, June 21, 2017, why you, as a landlord, would join with Birch and others to seek the relief you sought in this complaint when you had no stated interest in the cannabis business? (See Lake Dec at Pg. 3:21-25)*
- 3) *Please provide documentation as to how you, through your company, HIGH SIERRA EQUITY, LLC spent \$1,891,307.43 (See Outliers at Pg. 6:7-9) on a project in which you claimed no interest in the cannabis enterprise.*

B14 2 11/19/2019, SD Sherrif to Bowden, Lake re Olive Tree license suspension by BCC

- 1) *[Metrac has been a requirement in the state since 2017](#). Why was this not handled when it became a requirement? Why are you being sent this email and not Alexander?*
- 2) *Bowden is describing his frustration over having "very little control over the business,..if Duane walks away owing any taxes I am responsible...the County has sent notice to the State that we are no longer legal to do business...I have 100% of*

the State and County liability for the business and I have zero control.” Would you agree that the management structure of this entity represents an unreasonable liability to Bowden and no liability to you?

- 3) *Were you aware that Bowden withdrew from Olive Tree Wellness Center, LLC (OTWC-0016 at [A30.20](#)) in an [SOI filed on 10/04/2022 that does not appear](#) on the SOS website? (See [OTWC-0016 SOI of 10/04/2022 at Pg. 002](#))*

B15 2 06/06/2016, Knopf to Bowden and Lake re Buying Balboa and Ramona

On 06/06/2016 at 12:13 PM, Knopf emails you with no CC to Bowden or Harcourt offering “...\$1.5M for the two properties. CUP reimbursement and premium...We are ready to purchase this week.”

- 1) *Why wasn’t I, Harcourt, Bowden, or Alexander included in this email?*

On 06/06/2016 at 2:25 PM you emailed Bowden by forwarding him the Knopf email stating, I think he’s playing us.”

- 2) *How would Knopf be “playing us” with this offer?*

On 06/06/2016 at 4:00 PM, Bowden replies to you stating “...remind him when you gave him an offer to match 6 weeks ago you told him that we had an offer on the table...he was unable to match or exceed the offer we have accepted the other offer and have a binding deal...we are confirmed as men of our words...**it’s not worth jeopardizing our deal with Gavin for an offer from someone [Knopf] who has been less than truthful every step of the way** [emphasis added].”

- 3) *What binding deal do you have from Gavin? Please send me a copy of it.*
4) *Would you agree with Bowden’s characterization that Knopf has been untruthful in all your dealings with him?*
5) *Was this the end of your communications with Knopf?*
6) *What do you believe gave Knopf the idea that he was entitled to take over Balboa on or around July 11, 2018 while under a court supervised receivership? (See [Affidavit of Alexis Bridgewater iso Affidavit of Tiffany Knopf at Pg. 102 at 3:11-15](#))*
7) *Were you aware that Alexis Bridgewater states in her Affidavit that Gina Austin refused to use her previous Declaration as it was “too damaging to Gina’s other client, Adam Knopf?” (See [Affidavit of Alexis Bridgewater iso Affidavit of Tiffany Knopf at Pl. 096:11-16 \(“previous Declaration” at Exhibit A\)](#))*

B16 10 08/03/2021, Olive Tree (Ramona) P&Ls for FY 2020 and 2021 Q1-2

- 1) *Where in this P&L does it show payments have been made to you, Bowden and High Sierra?*

B17 3 03/19/2016 through 03/21/2016, Shatto to Fish, Birch. Bowden Cantaffa, Levin, Berardino, Cioe, Linkim and Machulsky re the Outliers case.

On 03/19/2016 at 9:37 PM, Michael Shatto sent an email to Linc Fish, Austin Birch, Renny Bowden, Tino Cantaffa, Moses Levin, Dino Berardino, Tony Cioe, and Darren

Machulsky with the subject title: **Legal Cases That Will Impact Us**. He cites DAVIDSON vs. SAN DIEGO COUNTY, while stating “I am not a lawyer but county counsel and staff had to be aware of this case when they issued their recommendations...we have a fight on our hands.

- 1) *Michael Shatto was not a listed codefendant in the [Outliers](#) case. When he is referring to “we” what was his role in this litigation?*
- 2) *When Shatto is referring to “we” is he describing a group coalition that would merge their multiple firms’ collective interests into a single entity? Was this ever an anticipated goal by the co-plaintiff parties?*

On 03/20/2016 at 12:02 PM, Bowden forwarded you that Shatto email, stating simply “FYI.”

On 03/21/2016 at 10:33 AM, you respond to Bowden stating, “I didn’t read the entire case...we have a much stronger position in my opinion. I will be speaking with a land use attorney today. Please forward everything you learn about these issues. We may need to create a dropbox so we can begin collecting data in a centralized area to share with our legal teams.”

- 3) *Why were you not included in the Shatto email? Were you initially maintaining an arms-length distance to any pending litigation which would entail challenging cannabis law and regulation?*

On 03/21/2016 at 11:46 AM, Bowden replies to you stating, “The approved building plans seem to be the tipping point in most ‘vested interest discussions.’ I do not have a set of the full [Ramona] plans and it is approved through the Planning and development Services as Medical Marijuana Collective. Further noted in the scope of work it lists **Michael Sherlock** [emphasis added] as the owner but in the project team it states that the property owner is ED L Construction and Michael D. Sherlock as the “Applicant (it also used an address in Oakland for Biker). **Steve-You may want to talk to the attorney about these applicant names and see if this poses any issues** [emphasis added]. We can clearly show a chain and explain why Biker is no longer an associate, but I don’t want technicalities to hurt us.”

- 4) *Where are these plans and scope of work documents?*
- 5) *Was Biker named as owner and applicant?*
- 6) *Why were you or any of your entities not listed as Property Owner?*
- 7) *What address was used for Biker in Oakland?*
- 8) *Why was an Oakland address used instead of Biker’s Full Circle PO box? (See [B23](#))*
- 9) *Was Biker aware the work being done in Ramona was being done in his name?*
- 10) *Did you talk to an attorney about the use of Biker’s name in the approved plan development with the County? Besides not breaking any laws, what advice were you given insofar as Biker and his name being used on the approved plans?*

- 11) *Bowden refers to Biker as “no longer an associate.” Was Bowden aware that you did not consider Biker an associate or have any entitlement to Ramona whatsoever? (See Lake Dec at Pg. 3:21-25)*
- 12) *Was I the “technicality” that Bowden was referring to? *

On 03/21/2016 at 11:50 AM, you reply to Bowden with a CC to Harcourt stating, “These are just details that should not affect any outcome. It shows ED L Construction because they were on the deed at the time of application...I will certainly make note of all this to the attorney.”

- 13) *The ED L Construction (ELC) GRANT DEED is dated 01/08/2015 conveys the 1210 Olive Street, Romana, CA 92065 property to you as a married man (LAKE-001591) and is transferred to you as non-marital asset, with an INTERSPOUSAL TRANSFER GRANT DEED, signed by your wife, my sister, Kelly Kentner Lake (Kelly), on 01/08/2015. Why did Kelly agree to this?*
- 14) *You formed High Sierra Equity, LLC (HSE-0027 at A30.13) on 12/29/2014. Why wasn’t the Ramona property conveyed to HSE-0027 from ELC?*
- 15) *Who paid for the County Property Development Application (CPDA) fees?*
- 16) *You stated that ELC was the owner on the GRANT DEED at the time the CPDA was submitted. What date was that CDPA submitted which would support that statement?*
- 17) *Assuming that ELC was the name on the GRANT DEED at the time the CDPA was submitted, what written contract existed that would have given you the authority to act on behalf of ELC? Please provide any documentation regarding that agreement.*
- 18) *When you state you will, “certainly make note of all this to the attorney.” What attorney was that whereby these “details” were discussed?*

B18 3 12/15/2015, Harcourt to Lake and Jeff and Clint of MedBox re the new “opportunity.”

- 1) *As the result of Biker’s death just 12 days earlier, did you really consider this a “new opportunity” to be pitched?*

B19 2 2020.09.18 – 2020.09.21, Alexander to Lake re Audit open items at Ramona.

On 09/18/2020 at 10:59 AM, Alexander emails Lake re the 1/28/19 rent payment as paid via Olympia trust. We have it listed as a cash payment...”

On 09/21/2020 at 9:44 AM you reply with two attachments. One is titled “Lease amendment” and the other is “Transaction Report-HSE 2019.” You go on to state that “I cannot confirm,,the rent was paid via Olympia trust or not. However it was paid...It has been an unwritten agreement [between us]...I want to readdress the rent for the lease extension period.”

- 1) *What is the unwritten agreement between you and Alexander?*
- 2) *Please provide me with the two attachments identified in your email.*
- 3) *What bookkeeping software does HSE use that would not show at a glance how you received the 1/28/19 rent payment?*

- [B20](#) 3 2016.01.08 – 2016.01.13, Harcourt to Lake, Strople, Hess re BOE and State Fund cancellation.
- 1) *Why are you being included in emails that go to the dispensary operations and tax liabilities?*
- [B21](#) 6 2018.04.30 – 2018.05.04, Bowden to Alexander, Lake, Harcourt, Newhouse, Kazanjian, Balbuena etc. re Bikers name not having been changed on the license
- 1) *What would explain this delay in having the license changed when the SD County Sheriff's Department approved Biker on [2015.01.13 SDCSD approved the collective, Olive Tree Patients Association](#) and Harcourt/Bowden on the [2017.05.24 SDCSD](#) approval?*
- [B22](#) 4 2015.12.07 – 2015.12.08, Harcourt to Lake, Bowden and [Ganan \(MedMen\)](#)¹⁷ re the partners “looking for operators”

12/07/2015 at 9:15 PM, Chris Ganan of MedMen sent an email to Harcourt seeking to “follow up to see if you had spoken with your partners about the potential to do something with MedMen...”

On 12/08/2015 Harcourt replied telling Ganan that “...one of our partners, Biker S Sherlock passed away...it was random and unexpected. We are still currently looking for operators...I will be meeting with the two other partners this week...I’ll keep you posted.”

On 12/08/2015 at 8:16 AM, Ganan replies stating, “I’m really sorry to hear that. Let me know how the discussions go, would like to try and divide something out with you guys. Thanks.”

On 12/08/2015 at 9:56 AM, Harcourt replies he will “follow up you after discussions.”

- 1) *I find it very odd that Ganan didn’t ask anything about Biker who had been the CEO of this group. It’s like Bikers passing meant nothing to Ganan or the conversations with Harcourt. Is this just the way the industry reacts when a young man is murdered, and the story created is it was a suicide? Is this considered normal in the adult-use world? Wouldn’t you at least been curious as to what the new business structure would become or did he leave a widow and children? Instead, crickets.*

¹⁷ Chris Ganan and MedMen provide a link between Knopf and Lake and their entities with the formation of LCR 3452-2460 Hancock, LLC (LCR-0088) in that [as can be seen by these documents, LCR-0088](#) purchased Knopf’s Hancock Street property, negotiated with Far West (Knopf) and Full Circle (Lake) while pursuing an amended CUP at 3452 Hancock Street.

- [B23](#) 2 2015.12.15 Harcourt to accounting@fullcirclecompany and Lake re Biker's private mailbox account at [LaJolla Mailbox Rentals](#) (Anita is the owner)
- 1) *What gave Harcourt the legal right to takeover Biker's mailbox? Why was I not made aware that this mailbox existed?*
 - 2) *Harcourt seems to have a pretty cozy relationship with Anita. How many other mailboxes does he maintain there?*
- [B24](#) 4 2015.12.03 – 2015.12.17, Dylan Rowley (Blue Wave Funding) to Harcourt, Lake and Bowden re “revisiting our conversation from after Thanksgiving”
- 1) *Were you aware of the communication between Rowley and Harcourt on the day that Biker's body was found? What can you tell me about the “revisiting our conversation from after Thanksgiving” comment? Why is there no other written communication with Rowley and doesn't strike is odd that the vulture capitalists were literally at Harcourts doorstep the day Biker was discovered dead. Please provide all communications with Rowley and why you were included on any of them.*
- [B25](#) 4 2015.11.30 – 2015.12.03 Jake Salazar (MMJ America) to Harcourt and Lake re Nevada Holistics
- On 12/03/2015 at 8:07 AM, Harcourt is emailing you about a file not opening up. This is being done the morning of, at the same time even, that Biker's dead body was discovered on a La Jolla beach and not one word of that is communicated in this email nor was Biker included in the prior email dated 12/01/2015.
- 1) *What exactly did Harcourt mean when he said in his 12/01/2015 email that you “talk later today as there are many topics to cover?”*
 - 2) *What was the follow up with Jake Salazar?*
 - 3) *What follow up emails exist from this thread?*
 - 4) *Who created the last page of this document (LAKE001399) and do these roles exist for all those parties named in the Class B Offering of \$2.5 Million?*
 - 5) *How much of that \$2.5 Million was raised?*

CONCLUSION

The number of entities that were created to obscure certain parties and their activities in and around adult-use cannabis licensing in which Biker and later me would have had interests was truly a herculean effort that defies any normal business structuring practice.

In their June 2015 letter, between attorneys Gina Austin and Michael Mazur whereby they listed just some of the parties and entities that were contemplated in their settlement negotiations, they were only identifying a small percentage of the parties and entities that would constitute a much closer look

as to the what and why these entities were created, who benefited and who suffered as a direct result of their creation.

Harcourt and you took every effort to make sure at no time were your names, officially and publicly available, linked with any of the licensed cannabis activities. In fact, it's Harcourt's email of 01/26/2016 that makes it clear he cannot endure the, "...potential repercussions of me signing on a license and unfortunately **I can not jeopardize my future as my business and family business** [emphasis added] heavily relies on banking relationships." (See [B4](#))

If that were the only reason you and Harcourt took such a steadfast public stance against disclosure while engaging in ongoing efforts to attract financing, secure licenses that rely on being approved before the hyper-value of these businesses can be run or sold, I guess it could be argued these were legitimate reasons for at least attempting to maintain that stance. However, when considering how the multitude of identity avoidance efforts you engaged in one must consider the methods you employed. Methods that consisted of forgeries, the sheer number of shell companies, the death of Biker, the unpaid tax liabilities, the disenfranchised partners, the lack of Generally Accepted Accounting Principles, the government pay-to-play hustle, the control over certain lawyers, government employees and the courts, to name a few, makes this one of the most incredible astonishing cases of ANY wholesale industry chicanery, I must admit, I am truly hard pressed to find even a close second to compare it with.

Finally, nothing in your production provides any evidence of communications you had with the sales of the Balboa property that would include any agreements you entered into with Salam Razuki, Ninus Malan and Bradford Harcourt that would have provided any ongoing financial interest to you.

Since no discovery has been requested of me, I have used this opportunity to present what evidence I do find relative to the case discovery I would expect to be considered at trial. It is to that end I hope that in the name of justice, we will ultimately be able to find closure in this matter.