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IN THE SAN BERNARDINO COUNTY EMPLOYEES' RETIREMENT ASSOCIATION

In the Matter of the Application for Retirement Credits

Michael Patrick Milligan
Applicant

Case No. To be assigned

Hearing brief

Date: To be determined

Time: 9:00 a.m.

Dept.: To be determined

I. Introduction

On June 19th1999 the front page of the San Bernardino Sun newspaper carried the headline "**Defender admits spending breach**" In that article (attached A) it was reported that David Mckenna the then appointed Public Defender and former county Supervisor admitted to hiring employees in violation of county policy and the law. The millions of dollars spent by David McKenna illegally hiring employees resulted in only two claims for retirement credits. The first was made by a former deputy public defender Richard Smolin whose claim has already been resolved and an identical claim by Deputy Public Defender Michael Milligan, the Applicant.

Deputy Public Defender Michael Milligan requests this hearing Officer/Board find he was a common law employee during the period in question, July of 1996 to December of 1999 and in so doing find he accrued retirement credits for the same period.

1
2 II. Statement of Facts

3 In July of 1996 San Bernardino County Public Defender David Mckenna hired the
4 Applicant as a Deputy Public Defender. The Applicant was hired as a Deputy Public defender
5 specifically in the difficult to staff Mojave Desert offices of Barstow, Joshua Tree, and
6 Needles. The appointed Public Defender and former County Supervisor David Mckenna
7 gave Chief Public Defender Jerry Farber authority to hire attorneys, two of which were
8 Richard Smolin and the Applicant. Richard Smolin settled his retirement credits issue with
9 the county, retired and passed away. The applicant continues to work and is currently
10 working in the central office. SBcera has at this stage sided with the county in asserting the
11 Applicant did not meet the definition of employee during the period in question (July of
12 1996 through December of 1999).

13
14 The thresh-hold fact not in dispute is that the Applicant was never provided with any
15 sort of written contract during this period. While the Applicant was paid from a non-payroll
16 county account, the Applicant only became aware it was a non-payroll account when his
17 repeated efforts to secure his pay records from payroll failed. Former County Supervisor
18 and Public Defender David Mckenna's purpose in using this account was to hire and
19 purchase under the radar of the County Supervisors and Sbcera. In that respect he was
20 successful until the June of 1999 (attached A)

21 During this period the applicant was unaware that David Mckenna violated the law,
22 PERLS or county policy in hiring him as a Deputy Public Defender (declaration of applicant
23 attached B). It is also probably safe to say that the applicant working in the middle of the
24 Mojave Desert for fifteen dollars an hour was far removed from David Mckenna's inner
25 circle, and equitable arguments likewise favor the applicant.

26
27 During this period the Applicant litigated felonies and misdemeanors in Barstow, Joshua
28 Tree, and Needles. The county, as required by law, kept records of these appearances. A
small sample is attached (45 Barstow cases attached as C) this small sample is the

1 proverbial tip of the iceberg. The official court minutes are all identical, Michael Milligan
2 appeared for the County Public Defender's office and did so as a Deputy Public Defender
3 (Minute orders from P v Nash attached D). During the period there are only records of
4 Milligan appearing as a County Public Defender. Conversely there are zero records of him
5 appearing as a private attorney, alternate public defender, or conflict panel attorney.

6 While working as a San Bernardino County Public defender during this period all time
7 sheets, work schedules and raises were determined exclusively by the San Bernardino
8 County Public Defender's Office (declaration B). Every manner, means and location of work
9 was determined by the San Bernardino County Public Defender's Office. Every felony case
10 the applicant handled was selected by the San Bernardino County Public Defender
11 supervisor. Even how the applicant got to and from work was determined by the Chief
12 Public Defender (declaration B)

13
14
15 Statement of the Law and Argument

16 In Metropolitan water District vs. The Superior Court of Los Angeles County 32 Cal 4th
17 491 (February 26, 2004). The California Supreme court addressed our exact issue.
18 Moreover, in Metropolitan Water District, CalPERS (the California public Employees
19 Retirement system) intervened as a plaintiff and asserted that contract workers who were
20 technically hired by private service providers that themselves contracted with the
21 metropolitan water district were legally employees of the Metropolitan Water District.

22 The superior court found that the Metropolitan Water district was required to enroll all
23 "Common-Law Employees" in the retirement fund. The court of appeal denied the petition.
24 The supreme court granted the petition for review brought by the district, superseding the
25 court of appeals holding, that provisions concerning "Employment" even by a third-party
26 contracting agency in Public Employees Retirement Law (PERL) incorporated the common
27 law test for employment, and nothing supported reading into the PERL an exception to the
28 mandatory enrollment in the retirement fund. This landmark decision outlines the common

Exhibit F: Page 4

1 law definition of employee as it relates to the retirement fund.

2 The Case at bar is relatively simple there was no attempt to circumvent the obligation to
3 enroll the applicant in the retirement fund by contracting with a third-party service provider
4 nor was there any written contract with the applicant attempting to do the same.

5 In Metropolitan Water District the water district also attempted to classify its employees
6 as "temporary workers" and "consultants" in their attempt to muddy the waters on the
7 employee's true status. Here it has never been alleged that the applicant was a temporary
8 worker. Temporary workers are generally employed for no more than six months. Here
9 Deputy Public Defender Milligan's period in question was three and a half years with a total
10 county-employment of over twenty-seven years.

11
12 It's equally clear that the applicant was never hired as a consultant. A water district
13 might hire a criminal defense consultant, However the business of the San Bernardino
14 County Public Defender's office is to provide criminal defense... with no exception that is
15 what an attorney employee does. Other than providing continuing education there is no
16 need for a consultant. Deputy Public Defender Milligan's office, computer, pens, and paper
17 were provided by the county. He was required to take the county van to and from the
18 Barstow Public Defender's office. Schedules, raises, the extremely low rate of pay and even
19 the specific felony cases he would handle on any given day were all set by the Public
20 Defender's Office. There exists copious San Bernardino County records of Deputy Public
21 Defender Milligan appearing as a county Public Defender and only a Public Defender. There
22 are even newspaper stories during the period in question identifying Milligan as a Public
23 Defender.

24
25 In Metropolitan Water District the water district asserted they were protected by
26 contracting through a third party "only if the funds from which the workers were paid are
27 controlled by the agency" Ibid at 501. It was a strong but failed argument; CalPERS made
28 the brilliant winning argument on behalf of the employees. Here the county doesn't assert
anything as meritorious as a third-party labor supplier. They take the position that the

1 account ...the county account used by Public Defender McKenna to fly under the legal radar
2 of both the county and SBcera some how defeats the common law employee analysis. The
3 county account David Mckenna used, next to impossible to find was eventually located. San
4 Bernardino County Auditor/ Custodian of Records created a list of pay records made to the
5 applicant for his work as an employee during the period in question (attached E).

6 To reiterate the major point, it was the retirement fund, CalPERS who intervened as a
7 plaintiff on behalf of the employees and did so even when the water district very arguably
8 was complying with existing law. Contrast that with the case at bar where Public Defender
9 David Mckenna circumvented the law and concealed his conduct. He illegally hired
10 employees and its illegality was front page news in San Bernardino. Contrast SBcera's
11 actions to those of CalPERS on the issue of fiduciary duty, CalPERS championed its
12 members applications against Metropolitan Water District. In our case SBcera has sided
13 with the county despite the known illegality of McKenna's actions.

14
15 Prayer

16 Deputy Public Defender Michael Milligan a 27 year San Bernardino County employee
17 respectfully asked this hearing officer to find the he has met the common law employee
18 criteria outlined the Metropolitan Water District and grant him retirement the credits for the
19 period in question.

20
21
22 February 14, 2024

Signed:


Mike Milligan
Employees ID A6498

BERNARDINO COUNTY SUN

The Newspaper for America's Largest County

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Defender admits spending breach

McKenna to retire after saying he spent thousands of dollars against county's purchasing rules.

By FRANK GEARY

San Bernardino County Sun

San Bernardino County Public Defender David McKenna announced his retirement Friday, just moments after acknowledging he spent hundreds of thousands of dollars in violation of county purchasing rules.

But a three-week review of the public defender's billing records by the San Bernardino County Sun showed McKenna's office actually spent much more without the required prior authorization of county officials — at least \$3 million since 1992.

During a county budget hearing Friday, McKenna admitted violations of county spending policy before announcing plans to retire in

January after 16 years.

"I have a slight confession to make. I have not been forthcoming with the board on its \$25,000 (purchasing) policy," McKenna told the Board of Supervisors. "As of July 1 that practice will no longer continue."

Angered by a series of spending-policy violations, supervisors on Tuesday instructed the County Counsel's office to make the practice a criminal misdemeanor. Be-

cause that ordinance has yet to be drafted, no such charges will be pursued against McKenna, supervisor Dennis Hensberger said.

McKenna, 54, a Colton native, served as a judge and on the Board of Supervisors before being appointed the county's third public defender in 1983.

McKenna is retiring because the time is right, he said. But he also said he is growing tired of an ongoing

investigation into allegations that he violated conflict-of-interest laws when he bought \$112,825 in computer equipment from an employee between 1992 and 1997.

State law forbids public officials or their employees from making public decisions that could financially benefit them.

The state attorney general's office is conducting the investigation at the request of the district attorney's office.

but attorney general spokesman Nathan Barankin declined Friday to discuss details of that probe. "There is an investigation and it is pending, or ongoing," he said.

Toothless law ignored

McKenna was elected to the county's 3rd District on the Board of Supervisors in 1980. He resigned just over halfway through his four-year term. See BREACH/1A2

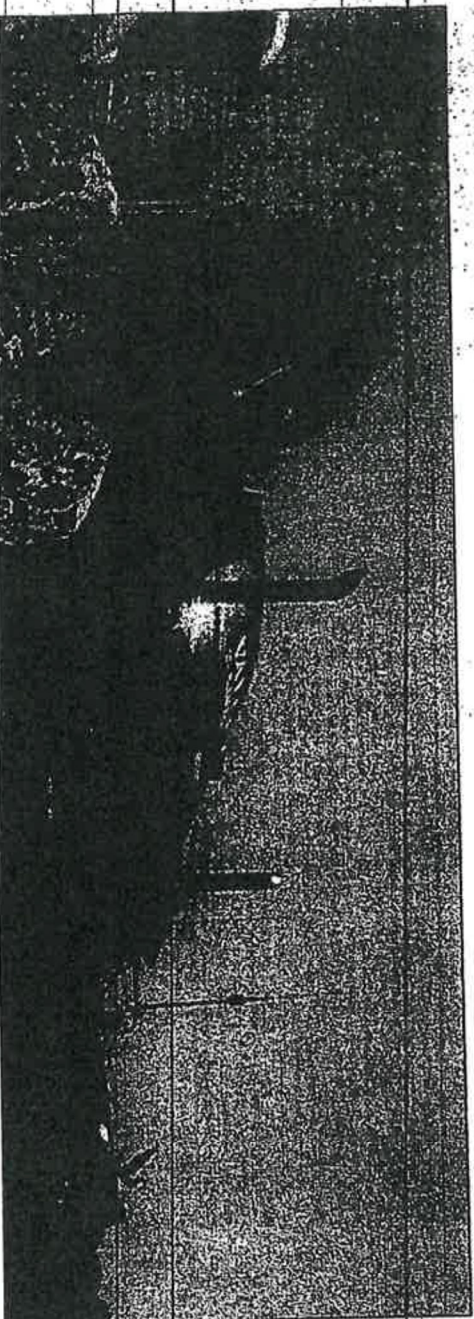
The demise of 'Truck Town'

As the county works to clean up problems on Fontana's Valley Boulevard, the area's businesses and trucking foundation are hurting.

By GUY MCCARTHY

San Bernardino County Sun

FONTANA — On the stretch of Valley Boulevard known to many locals as "Truck Town," Simone's 24-Hour Restaurant has been a big-time landmark for 20 years.



House defeats limits on guns

New York Times News Service

WASHINGTON

The House on Friday concluded a bitter, wide-ranging debate over the seeds of violence among American children by rejecting, 280-147, a package of new restrictions on fire-

Beach: Public defender announces retirement

their half and will support them... three half... marked their services... going this because we... do it," she said.

Continued from A1
term in July 1983 and the supervisors appointed him public defender a few months later.

Since 1993 to at least eight private lawyers without getting contracts approved by the Board of Supervisors.

At that time, McKenna and the supervisors denied allegations that a back-room deal was cut to appoint McKenna public defender in exchange for his resignation.

McKenna is the third county administrator since March to resign. He violated a county purchasing regulation that requires board approval for contracts of \$25,000 or more a year.

McKenna's office contracts with investigators and lawyers to handle specialized cases and to step in when the workload is too heavy for full-time deputy public defenders to accommodate.

The county supervisors — in response to similar impositions by administrators at the county hospital and the district attorney's office — instructed county counsel to strengthen the law by making it a criminal misdemeanor. The county's office is expected to report back to the board in the coming weeks.

Following Friday's hearing, McKenna said he side-stepped the supervisors year after year because he feared the board would cut his operating budget rather than authorize contracts beforehand.

That agreement was for legal work performed during a two-month period from April to June 1991.

McKenna and Hansberger said county administrators had seen the regulation as an informal guideline rather than a hard-and-fast rule.

Had the supervisors cut McKenna's funding, the courts would have had to retain private lawyers to represent poor defendants rather than the public defender, he said.

Former Deputy Public Defender Arthur Katz, a Rancho Cucamonga lawyer who has handled several death penalty cases for the public defender, earned the greatest amount in unauthorized payments.

"It is not my goal to go back and find every financial excursion that has occurred, but to put a stop to them," Hansberger said.

McKenna decided it was better to keep his outside lawyers on the payroll rather than have the courts appoint new, less-seasoned ones.

He received \$521,813 from 1993 to 1998 without board-approved contracts. Records show McKenna's office paid him between \$28,500 and \$185,692 annually.

San Bernardino County officials said a review of the year at a rate of \$3.70 per... \$25.58 per 4 weeks... Send address changes to San Bernardino, CA 92401.

County records indicate McKenna's office paid \$1.9 million to Rancho Cucamonga-based Arrowhead Investigations from 1992 until the Board of Supervisors approved Arrowhead's first annual contract last year.

Records also indicate McKenna's office paid at least \$1 million

FOR THE RECORD
A headline on a June 10 story about the Forest Service ordering a stop to tunneling on the Inland Feeder pipeline may have been misleading. The Forest Service is not blocking the project. It will allow excavation to resume once concerns about water flow into the tunnel have been addressed.

Payments exceeded the \$26,000 threshold each of the six years and hit a high of \$440,442 in 1996, according to computerized accounts-payable data available at the county's Hall of Records in San Bernardino.

Records also indicate McKenna's office paid at least \$1 million

Who got the money
A review of county billing records indicates Public Defender David McKenna's office made payments of more than \$26,000 to a private investigator firm and several lawyers without prior approval from the county Board of Supervisors. A breakdown of who got the money:
Arrowhead Investigations, six instances from 1992-97 totaling \$1.9 million.
Lawyers
Arthur Katz, six instances from 1993-98 totaling \$521,813.
Henry E. Hutchinson, two instances from 1997-98 totaling \$137,127.
Ctejan J. Marmont, two instances from 1997-98 totaling \$70,865.
Sandra Suh, two instances from 1993-94 totaling \$94,702.
Sandra Cosgrove, two instances from 1996-97 totaling \$94,128.
Michael Milligan, one instance from 1997 for \$42,090.
James S. Dromi, one instance from 1998 for \$41,521.
Richard Smolin, one instance from 1997 for \$36,256.

Needles lawyer Henry Hutchinson received \$137,127 without a contract, \$72,126 last year and \$65,001 in 1997, according to billing records.

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1 I, MIKE MILLIGAN, declare on information and belief as follows:

- 2 1. I am an Attorney for the San Bernardino Public Defender's Office.
- 3 2. I have been employed as a deputy public defender for the San Bernardino County
4 Public Defender's Office since July of 1996 with the first paycheck being
5 received on or about 8/1/96.
- 6 3. The period in question is the period from July of 1996 until the end of 1999.
- 7 4. It is my information and belief that in my first year of employment, I made fifteen
8 dollars per hour and worked approximately 2000 hours.
- 9 5. It is my information and belief that from July of 1997 until July of 1998 I was still
10 making fifteen dollars per hour and still working approximately 2000 hours per
11 year.
- 12 6. It is my information and belief that from August of 1998 to August of 1999 my
13 pay increased to about thirty dollars per hour, and I still worked approximately
14 2000 hours per year.
- 15 7. It is my information and belief that in the last three and a half months from
16 August of 1999 I was making approximately thirty-five dollars per hour.
- 17 8. My hourly wage was set by a San Bernardino County Public Defender's Office,
18 without negotiation.
- 19 9. It was my information and belief my hourly wage was set by the then chief public
20 defender Jerry Farber who was eventually promoted to assistant public defender.
- 21 10. A San Bernardino County Public defender's Office supervisor directly over saw
22 all of my work.
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Exhibit F: Page 11

- 1 11. For the period in question the supervising public defender overseeing my work
2 George Thompson he was likewise eventually promoted to assistant public
3 defender.
- 4 12. Time sheets, work schedules and raises were determined and approved by the San
5 Bernardino public defender's office.
- 6 13. The manner and means of work were determined exclusively by the public
7 defender's office.
- 8 14. Every criminal case I handled during the period in question was selected by the
9 public defender supervisor.
- 10 15. Every court room I practiced law in each day during the period in question was
11 selected by my San Bernardino public defender's office supervisor.
- 12 16. It is my information and belief that countless court records exist for the period in
13 question identifying me as a deputy public defender.
- 14 17. It is my information and belief there exists no records identifying me as a private
15 attorney, conflict panel attorney, alternate public defender attorney or any type of
16 "leased employee" working for the public defender's office during the period in
17 question.
- 18 18. My compensation came directly from San Bernardino County, I was never a
19 "leased employee" working through a third party during the period in question.
- 20 19. There does not exist nor has there ever existed a written employment agreement
21 during the period in question.
- 22 20. During the period in question, I was required to take the San Bernardino County
23 public defender's office van to work each day.
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1 21. During the period in question, I did not take any cases other than the cases
2 specifically assigned to me by the San Bernardino public defender's office.

3 22. I was never aware that David Mckenna the San Bernardino County Public
4 Defender during the period in question did not have authorization from the board
5 of supervisors to hire me as an attorney for the San Bernardino public defender's
6 office.

7
8 23. David Mckenna was a San Bernardino County Supervisor prior to being
9 appointed Public Defender.

10 24. It was my information and belief that all David McKenna's employment practices
11 on behalf of the county were completely 100% legal.

12
13 25. It is my information and belief that these exact issues were addressed and
14 resolved in Richard Smolin's request for retirement credits.

15
16 I declare under penalty of perjury that the foregoing is true and correct to the best of my
17 memory except for those matters stated on information and belief and I believe those
18 matters to be true.

19
20 Executed 29th day of December at San Bernardino, California.

21
22 

23 Mike Milligan
24 Deputy Public Defender
25 County employee A6498
26
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Exhibit F: Page 14

- 1) MBA005415 P v Nash, Minutes from 9/23/197 attached
- 2) MBA005388 P v Jones, Minutes from 3/20/1998
- 3) MBA005360 P v Alcorcon, Minutes from 4/6/1999
- 4) MBA005350 P v Jones, Minutes from 11/5/1998
- 5) MBA005349 P v Kuss, Minutes from 11/21/1997
- 6) MBA005333 P v Maziark, Minutes from 3/20/1998
- 7) MBA005331 P v Devine, Minutes from 4/27/1998
- 8) MBA005316 P v Williams, Minutes from 3/11/1998
- 9) MBA005250 P v Todd, Minutes from 3/16/1998
- 10) MBA005247 P v Sanchez, Minutes from 5/22/1998
- 11) MBA005237 P v Castrel, Minutes from 3/27/1998
- 12) MBA005205 P v Campos, Minutes from 4/22/1998
- 13) MBA005173 P v Maness, Minutes from 7/27/1998
- 14) MBA005145 P v Carpenter, Minutes from 12/12/1997
- 15) MBA005119 P v Lara, Minutes from 5/20/1998
- 16) MBA005117 P v Santini, Minutes from 8/7/1998
- 17) MBA005030 P v Kell-Murphy, Minutes from 1/22/99
- 18) MBA005027 P v Hernadez, Minutes from 12/8/1998
- 19) MBA005019 P v Gulley, Minutes from 4/24/1998
- 20) MBA005004 P v Jank, Minutes from 3/11/1998
- 21) MBA004966 P v Jones, Minutes from Morales Minutes from 4/29/1998
- 22) MBA004738 P v Alley, Minutes from 1/26/1999
- 23) MBA004698 P v Woods, Minutes from 7/24/1998
- 24) MBA004567 P v Estrada, Minutes from 5/6/1998
- 25) MBA004513 P v Hall, Minutes from 5/28/1998
- 26) MBA004190 P v Pittman, Minutes from 5/1/1998
- 27) MBA004159 P v Dean, Minutes from 11/25/1996
- 28) MBA004137 P v Garcia, Minutes from 6/26/1998
- 29) MBA003787 P v Mattice, Minutes from 4/6/1999
- 30) FBA04656 P v Katharina, Grant Minutes from 4/8/1999
- 31) FBA04648 P v Guitierrez, Minutes from 6/17/1998
- 32) FBA04612 P v Soule, Minutes from 5/5/1998
- 33) FBA04601 P v Gillard, Minutes from 4/28/1998
- 34) FBA04600 P v Linville, Minutes from 4/28/1998
- 35) FBA04578 P v Gonzales, Minutes from 4/14/1998
- 36) FBA04560 P v Guirard, Minutes from 4/7/1998
- 37) FBA04532 P v Reed, Minutes from 3/17/1998
- 38) FBA04504 P v Adams, Minutes from 2/26/1998
- 39) FBA04494 P v VillaFana, Minutes from 2/20/1998
- 40) FBA04485 P v Novoa, Minutes from 2/24/1998
- 41) FBA04478 P v Schafer, Minutes from 4/27/1998
- 42) FBA04460 P v Soares, Minutes from 6/16/1998
- 43) FBA044-6 P v Moorhead, Minutes from 3/10/1998
- 44) FBA04224 P v Loehr, Minutes from 8/11/1998
- 45) FBA04212 P v Phillips, Minutes from 8/11/1998
- 46) FBA04678 P v Brooks, Minutes from 6/10/1998

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Court Access Portal

Superior Court of California - County of San Bernardino

Case Summary (MBA005415)

01/31/2024 14:44:21

MBA005415

The People of the State of California vs. JACE NASH

Case Information

Case Type:	Misdemeanor
Case Number:	MBA005415
Citation Number:	1352690
Filing Date:	9/23/1997
Case Status:	Closed
Court Location:	Victorville
Judicial Officer:	
Next Hearing:	

Case Flags

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Demographic Information

Date of Birth	1958-06-20
Race:	White
Sex:	M
Height:	6' 0"
Weight:	196
Hair Color:	
Eye Color:	
DL #:	N4421296
FBI #:	
State ID:	A06102664

Address

Street Name:	PO BOX 113
City:	DAGGETT
State:	CA
Zip:	92327

Alias(s) / Nickname(s)

NASH, JACE CLINTON

Court Access Portal

Superior Court of California - County of San Bernardino

Case Summary (MBA005415)

01/31/2024 14:44:21

Cross Reference

Agency Case Number	089603364
DMV Docket Number	MBA0054
CA Phoenix Case Cross Reference Number	MBA005415-1

Parties

Type	Name	Status
Defendant	NASH, JACE CLINTON	Active
Plaintiff	The People of the State of California	Active

Attorneys

Representing	Name
The People of the State of California	Imes, Britt P
JACE CLINTON NASH	Public Defender

Events

File Date	File Type	Filed By
2/9/2006	Conversion event	
Comment:	CASE DESTROYED DUE TO AGE	
10/29/1998	Legacy Minutes	
Comment:	JMD CLERK C SIMPSON DEPUTY DISTRICT ATTORNEY BRITT IMES PRESENT. DEPUTY PUBLIC DEFENDER JANICE KUHR PRESENT DEFENDANT PRESENT IN CUSTODY. - PROCEEDINGS PURSUANT TO AGREEMENT IN MBA006720 - PROBATION IS REINSTATED. COURT ORDERS PROBATION TO CONTINUE ON SAME TERMS AND CONDITIONS. - CUSTODY STATUS CASE CUSTODY - PROBATION. RELEASE ISSUED. ===== MINUTE ORDER END ===== 0	

Court Access Portal

Superior Court of California - County of San Bernardino

Case Summary (MBA005415)

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Events

File Date	File Type	Filed By
10/22/1998	Note:	
Comment:	BW SENT TO S.O. FOR SERV & DEFT NOTIFIED.	
10/20/1998	Legacy Minutes	
Comment:	KLM CLERK C. REYNOLDS DEFENDANT NOT PRESENT. - PROCEEDINGS COURT ORDERS PROBATION REVOKED. BASED ON DA'S PETITION - CUSTODY STATUS CASE CUSTODY - FUGITIVE ===== MINUTE ORDER END ===== 0	
10/14/1998	Petition To Initiate Proceedings To Revoke Probation Receive	
Comment:	PETITION TO INITIATE PROCEEDINGS TO REVOKE PROBATION RECEIVED AND SUBMITTED TO THE JUDGE.	
10/14/1998	Note:	
Comment:	RCVD PETITION TO REVOKE PROB FROM DA'S OFC	
3/20/1998	Defendant Waived Right to Confront And Cross Examine Witness	
3/20/1998	Defense Counsel Concurred in Defendants Plea or Admission	
3/20/1998	Conviction Certified By Clerk of the Court	
3/20/1998	Legacy Minutes	

Court Access Portal

Superior Court of California - County of San Bernardino

Case Summary (MBA005415)

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Comment:

JBG

CLERK SJ THOMAS
DEPUTY DISTRICT ATTORNEY T COLCLOUGH PRESENT.
DEPUTY PUBLIC DEFENDER M MILLIGAN PRESENT
DEFENDANT PRESENT.

-

PLEA INFORMATION

DEFENDANT WITHDRAWS PLEA OF NOT GUILTY AND ENTERS A PLEA OF NOLO CONTENDERE AS TO
COUNT(S) 1 PER PLEA BARGAIN (INCORPORATED BY REFERENCE HEREIN).
COURT ACCEPTS PLEA OF NOLO CONTENDERE AND FINDS DEFENDANT GUILTY BASED ON PLEA.
TRIAL READINESS VACATED.
TRIAL DATE VACATED.

-

FINDINGS/ADVISALS:

THE COURT, AFTER READVISEMENT OF EACH OF THESE RIGHTS, FINDS THAT THE DEFENDANT
UNDERSTANDS THE CHARGE(S), THE POSSIBLE
PENALTIES, RIGHT AGAINST SELF-INCRIMINATION, TO CONFRONT AND CROSS EXAMINE WITNESSES,
TO A PUBLIC AND SPEEDY TRIAL, TO JURY
TRIAL, TO HAVE AN ATTORNEY PRESENT AT ALL STAGES OF THE PROCEEDINGS AND TO THE PUBLIC
DEFENDER IF INDIGENT AND TO THE
COMPULSORY PROCESS OF THE COURT TO SUBPOENA WITNESSES.
COURT FINDS THE PLEA IS BASED ON FACT AND/OR PLEA BARGAIN.
TAHL WAIVER FILED.
PLEA BARGAIN AGREEMENT FILED.

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SENTENCING INFORMATION

DEFENDANT WAIVES FORMAL ARRAIGNMENT FOR PRONOUNCEMENT OF JUDGMENT AND STATES
THERE IS NO LEGAL CAUSE WHY JUDGMENT SHOULD NOT NOW BE PRONOUNCED.
FOR ALL CHARGES.
PRONOUNCEMENT OF JUDGMENT IS ORDERED WITHHELD AND CONDITIONAL AND REVOCABLE
RELEASE IS GRANTED FOR A PERIOD OF 12 MONTH(S)
VIOLATE NO LAW OTHER THAN MINOR TRAFFIC.
SERVE 7 DAYS IN A SAN BERNARDINO COUNTY JAIL FACILITY.
WITH CREDIT FOR TIME SERVED OF 0 DAY(S).
THE BALANCE TO BE SERVED IN CONSECUTIVE 24 HR PERIODS FROM 7:00 PM SATURDAY TO 7:00 PM
SUNDAY, COMMENCING ON 04/18/98.
STAY GRANTED TO SURRENDER TO GLEN HELEN REHABILITATION CENTER ON 041898.
DEFENDANT ACCEPTS PROBATION AND IS GIVEN A COPY OF THE TERMS AND CONDITIONS.

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CUSTODY STATUS

CASE CUSTODY - PROBATION.
COMMITMENT ISSUED; DUPLICATE COPY TO DEFENDANT.
===== MINUTE ORDER END ===== 0

Court Access Portal

Superior Court of California - County of San Bernardino

Case Summary (MBA005415)

01/31/2024 14:44:21

Events

File Date	File Type	Filed By
3/20/1998	Defendant Waived Privilege Against Compulsory Self-Incrimina	
3/20/1998	Defendant Waived Right to Trial by Jury	
3/20/1998	Court Found Plea Was Knowledgeable, Intelligently Made,	
3/20/1998	Defendant advised of Charges and Direct Consequences of Plea	
3/6/1998	Legacy Minutes	
Comment:	JBG CLERK KATY YENT DEPUTY DISTRICT ATTORNEY J. ZIRKLE PRESENT. DEPUTY PUBLIC DEFENDER M. MILLIGAN PRESENT DEFENDANT NOT PRESENT. - PROCEEDINGS PRETRIAL SET FOR 03/20/98 AT 11:00 IN DEPARTMENT ~~X ~-. READINESS CALENDAR SET FOR 03/26/98 AT 8:30 IN DEPARTMENT 4. JURY TRIAL SET FOR 03/30/98 AT 9:00 IN DEPARTMENT 4; ESTIMATED 0 DAYS. - TIME WAIVERS SET LAST DATE FOR TRIAL TO 03/30/98. TIME WAIVED FOR TRIAL; PLUS 45 DAYS. - CUSTODY STATUS CASE CUSTODY - OR ===== MINUTE ORDER END ===== 0	
3/4/1998	Case Filed Prior To System Being Activated. Not To Be Used	
Comment:	CASE FILED PRIOR TO THE SYSTEM BEING ACTIVATED. NOT TO BE USED AS A TRUE COPY OF THE COURT RECORD.	
11/20/1997	Legacy Minutes	

Court Access Portal

Superior Court of California - County of San Bernardino

Case Summary (MBA005415)

01/31/2024 14:44:21

Events

File Date	File Type	Filed By
9/23/1997	New Filed Case	
Comment:	JBG - PROCEEDINGS DEFENDANT ARRAIGNED. - PLEA INFORMATION DEFENDANT PLEADS NOT GUILTY TO ALL COUNTS. - ATTORNEY INFORMATION COURT APPOINTS PUBLIC DEFENDER. - HEARINGS PRETRIAL SET FOR 03/06/98 AT 11:00 IN DEPARTMENT ~~X ~~. - TIME WAIVERS SET LAST DATE FOR TRIAL TO 03/06/98. TIME WAIVED FOR TRIAL; PLUS 45 DAYS. - CUSTODY STATUS CASE CUSTODY - OR ===== MINUTE ORDER END ===== 0	

Hearings

Department	Judge	Court Reporter	Type	Date	Time	Result
	Dorr, James M		Arraignment on Bench Warrant	10/29/1998	8:30AM	Held
			Jury Trial	3/30/1998	8:00AM	
			Trial Readiness	3/26/1998	12:01AM	
	Gibson, John B		Pretrial	3/20/1998	9:00AM	Held
	Gibson, John B		Pretrial	3/6/1998	9:00AM	Continued Court's motion
	Gibson, John B		Arraignment	11/20/1997	8:30AM	Continued Court's motion

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Superior Court of California - County of San Bernardino

Case Summary (MBA005415)

01/31/2024 14:44:21

Arrest Information

Count	Statute	Report Num	Agency	Arrest Date	Booking Num	Booking Agency	Jurisdiction

Charges Disposition & PLEAS

Count	Date	Details	Citation #	Jurisdiction
1	12/13/1996	PC242-M: Battery	1352690	County
	Plea:	3/20/1998 - No Contest		
	Dispositions:			
	Date	Disposition		
	3/20/1998	Convicted		
	Sentences:			
	Date	Description		
	3/20/1998	Sentenced		
	Components:			
	Name	Attribute	Details	
	Confinement and Detention	Adult Confinement Type	County Jail	
		Term Type	Converted Confinement	
	Probation	Type	Summary Probation (Court)	
		Start Date	03/20/1998	
		End Date	03/29/1999	

Financial Transactions

Total	\$0.00	Total Balance:	\$0.00
Date	Charges	Payments	Credits
Total	\$0.00	\$0.00	\$0.00

Bonds

Type	Description	Posted Date	Set Date	Amount
Setting	Set by Judge		10/20/1998	\$10,000.00

Court Access Portal

Superior Court of California - County of San Bernardino

Case Summary (MBA005415)

01/31/2024 14:44:21

Related Cases

Case Number	Case Type	Case SubType	Description	Comments



San Bernardino County

Auditor-Controller/Treasurer/Tax Collector

Ensen Mason CPA, CFA

Auditor-Controller/Treasurer/Tax Collector

John Johnson

Auditor-Controller/Treasurer/Tax Collector

DECLARATION OF CUSTODIAN OF RECORDS

I, Rhawnie Berg, declare:

That I am the Custodian of Records for the County of San Bernardino – Accounts Payable and have the authority to certify said records.

That attached hereto are the true and complete copies of all records pertaining to payments made to Michael P Milligan for the period of January 1995 through December 1999.

That all said records were prepared by the personnel of the Office of the Auditor-Controller/Treasurer/Tax Collector and are contained in the County's official system of record (Financial Accounting System -FAS).

I declare, under penalty of perjury, that the foregoing information is true and correct to the best of my knowledge.

Executed on this date, Monday, May 8, 2023, at San Bernardino, California.

Rhawnie Berg, APM
Deputy Chief, Disbursements Division





Payments issued to Michael Milligan
 For the period of January 1995 through December 1999
 As contained in San Bernardino County Financial Accounting System - FAS

Year	Date	Warrant #	Amount	VEND NAME
1995 No payments found				
1996 No payments found				
1996	8/1/1996		606.25	MICHAEL MILLIGAN
1996	8/23/1996		1,200.00	MICHAEL MILLIGAN
1996	9/16/1996		1,200.00	MICHAEL MILLIGAN
1996	10/2/1996		1,400.00	MICHAEL MILLIGAN
1996	10/24/1996		1,400.00	MICHAEL MILLIGAN
1996	11/14/1996		1,200.00	MICHAEL MILLIGAN
1996	12/18/1996		1,800.00	MICHAEL MILLIGAN
1997	1/9/1997		1,800.00	MICHAEL MILLIGAN
1997	1/31/1997		1,200.00	MICHAEL MILLIGAN
1997	3/4/1997		2,000.00	MICHAEL MILLIGAN
1997	3/25/1997		2,000.00	MICHAEL MILLIGAN
1997	4/9/1997		1,200.00	MICHAEL MILLIGAN
1997	5/13/1997		1,800.00	MICHAEL MILLIGAN
1997	6/4/1997		1,800.00	MICHAEL MILLIGAN
1997	7/30/1997		1,800.00	MICHAEL MILLIGAN
1997	7/30/1997		2,200.00	MICHAEL MILLIGAN
1997	7/30/1997		1,000.00	MICHAEL MILLIGAN
1997	8/28/1997		2,400.00	MICHAEL MILLIGAN
1997	9/29/1997		2,800.00	MICHAEL MILLIGAN
1997	11/10/1997		2,400.00	MICHAEL MILLIGAN
1998	1/21/1998		4,200.00	MICHAEL MILLIGAN
1998	1/21/1998		3,000.00	MICHAEL MILLIGAN
1998	3/10/1998		2,200.00	MICHAEL MILLIGAN
1998	3/10/1998		2,400.00	MICHAEL MILLIGAN
1998	3/27/1998		2,400.00	MICHAEL MILLIGAN
1998	5/7/1998		2,600.00	MICHAEL MILLIGAN
1998	9/24/1998		2,400.00	MICHAEL MILLIGAN
1998	3/18/1999		2,400.00	MICHAEL MILLIGAN
1998	7/2/1998		2,400.00	MICHAEL MILLIGAN
1998	7/2/1998		2,400.00	MICHAEL MILLIGAN
1998	7/2/1998		2,000.00	MICHAEL MILLIGAN

Exhibit F: Page 27

Year	Date	Warrant #	Amount	VEND NAME
1998	8/12/1998		1,600.00	MICHAEL MILLIGAN
1998	8/12/1998		2,375.00	MICHAEL MILLIGAN
1998	8/25/1998		1,950.00	MICHAEL MILLIGAN
1998	9/1/1998		2,400.00	MICHAEL MILLIGAN
1998	10/22/1998		2,400.00	MICHAEL MILLIGAN
1998	11/18/1998		2,600.00	MICHAEL MILLIGAN
1998	12/7/1998		40.65	MICHAEL MILLIGAN
1998	12/7/1998		2,725.00	MICHAEL MILLIGAN
1999	2/16/1999		5,200.00	MICHAEL MILLIGAN
1999	4/26/1999		3,200.00	MICHAEL MILLIGAN
1999	4/26/1999		2,400.00	MICHAEL MILLIGAN
1999	4/26/1999		80.00	MICHAEL MILLIGAN
1999	4/26/1999		2,175.00	MICHAEL MILLIGAN
1999	4/26/1999		2,062.50	MICHAEL MILLIGAN
1999	5/26/1999		2,400.00	MICHAEL MILLIGAN
1999	6/4/1999		2,880.00	MICHAEL MILLIGAN
1999	6/4/1999		811.82	MICHAEL MILLIGAN
1999	6/11/1999		273.57	MICHAEL MILLIGAN
1999	6/11/1999		960.00	MICHAEL MILLIGAN
1999	6/11/1999		267.19	MICHAEL MILLIGAN
1999	6/11/1999		960.00	MICHAEL MILLIGAN
1999	8/2/1999		1,680.00	MICHAEL MILLIGAN
1999	8/2/1999		960.00	MICHAEL MILLIGAN
1999	8/2/1999		264.34	MICHAEL MILLIGAN
1999	8/2/1999		255.69	MICHAEL MILLIGAN
1999	8/2/1999		960.00	MICHAEL MILLIGAN
1999	8/2/1999		502.58	MICHAEL MILLIGAN
1999	8/2/1999		234.97	MICHAEL MILLIGAN
1999	8/2/1999		960.00	MICHAEL MILLIGAN
1999	8/17/1999		2,880.00	MICHAEL MILLIGAN
1999	8/17/1999		811.82	MICHAEL MILLIGAN
1999	9/15/1999		3,360.00	MICHAEL MILLIGAN
1999	9/15/1999		462.78	MICHAEL MILLIGAN
1999	10/1/1999		243.90	MICHAEL MILLIGAN
1999	10/1/1999		1,920.00	MICHAEL MILLIGAN
1999	10/26/1999		3,696.00	MICHAEL MILLIGAN
1999	10/26/1999		116.29	MICHAEL MILLIGAN
1999	11/30/1999		6,650.00	MICHAEL MILLIGAN