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LICENSED IN MISSOURI, KANSAS, ILLINOIS

November 9, 2026

The Honorable Laura Kelly
Governor of Kansas
300 SW 10th Avenue, Suite 241S
Topeka, Kansas 66612-1590

Via U.S. mail and e-mail to GOclemency@ks.gov

Re: Sarah Gonzales-McLinn's application for commutation

Dear Governor Kelly:

I represented Sarah Gonzales-McLinn in her post-conviction proceeding in Douglas County, Case No. 2019-CV-109. I unequivocally support her application for clemency and urge you to commute her sentence.

But I am appalled by the false account of my representation that the Washburn Law Clinic submitted to you. The clinic accused me of constitutional ineffectiveness, professional neglect, financial self-interest, and exploiting Ms. Gonzales-McLinn by withholding information (Exhibit A: Memorandum in Support of Sarah Gonzales-McLinn's Commutation Petition, at 4-6). To support those accusations, the clinic altered my words, omitted the evidence and arguments I presented, and misrepresented the chronology of my advice and her decision (Ex. A at 4-5, 8-11, 14, 20-21). Its comparison of me to the man who abused her is beyond the pale (Ex. A at 6).

On November 4, I wrote to Matt Bender, the associate professor identified first among the contributors, detailing these falsehoods and omissions and demanding their correction by today (Ex. A at 25; Exhibit S: November 4, 2026 letter to Mr. Bender, at 1-9), but the authors have not made any correction. Therefore, I submit this response so your office has the contemporaneous documents to show that their accusations are false and manufactured.

I ask you to place this response and its enclosures in Ms. Gonzales-McLinn's clemency file, provide them to those advising you on her application, and give the clinic's false accusations addressed here no weight. The clinic's misconduct should neither count against Ms. Gonzales-McLinn nor delay your consideration of her request. She deserves your consideration on an accurate account of what occurred.

The clinic altered the words in which I explained Ms. Gonzales-McLinn's right to continue litigating

On page 8 of the memorandum, the clinic purported to quote my February 28, 2021 e-mail to Ms. Gonzales-McLinn's mother, Michelle Gonzales, as follows: "Sarah certainly remains free to reject it and continue to feel about it as I always have" (Ex. A at 8). What I actually wrote was:

> Sarah certainly remains free to reject it and continue **on with the post-conviction relief case as we'd planned all along, and where I continue** to feel about it as I always have.

(Exhibit E: February 28, 2021 e-mail to Ms. Gonzales, including the February 26 forwarding e-mail and offer, at 1) (emphasis added).

The clinic removed my words expressly explaining that Ms. Gonzales-McLinn could reject the offer and continue her pending case, without an ellipsis or any other indication of the omission (Ex. A at 8; Ex. E at 1). The authors then accused me of presenting settlement as the only realistic option and never explaining the alternatives (Ex. A at 8). They removed the very words that refute their accusation. Although they reproduced several other e-mails in the memorandum, they did not reproduce this one (Ex. A at 6-10). I enclose it so your office can compare the quotation with the actual communication.

In the language the clinic omitted, I expressly told Ms. Gonzales that her daughter remained free to continue litigating, and I explained the next steps if she did so: a decision on the pending claims and an appeal from any unsuccessful portion (Ex. E at 1). As addressed further below, I explained this throughout the months (not the days as the clinic claimed) when Ms. Gonzalez-McLinn was weighing whether to accept the settlement. The clinic authors cannot fairly tell you that I concealed an alternative by deleting my express explanation of that alternative from the words they attribute to me.

I sought a new trial and asked the court to vacate her conviction

The clinic also told you that I "failed to seek a new trial" (Ex. A at 5). That accusation is false. I represented Ms. Gonzales-McLinn in a proceeding under K.S.A. § 60-1507 to vacate her conviction and obtain a new trial. In her post-conviction motion, I requested an evidentiary hearing and vacatur of her conviction and sentence (Exhibit B: Motion under K.S.A. § 60-1507, at 1, 57). And in Ground IV, I alleged that her trial counsel, Carl Cornwell, deprived her of a fair trial by failing to present her history of abuse through a defense based on battered woman syndrome (Ex. B at 34-42).

I pursued that claim through the evidentiary hearing and in my final proposed judgment to the district court, I explained how the abuse evidence could have changed the jury's verdict on premeditation (Exhibit C: Movant's Proposed Findings of Fact, Conclusions of Law, and Judgment, at 34-36). I expressly asked the court to grant Ground IV, vacate the conviction and sentence, and give the State "90 days from today in which to decide whether to retry Movant" (Ex. C at 42-43). The clinic accused me of failing to seek the very relief I asked the court to grant.

By the time settlement became a possibility following District Attorney Suzanne Valdez's election to that office in November 2020, we had completed the evidentiary hearing and submitted proposed judgments (Exhibit N: July 21, 2021 Journal Entry of Judgment, at 1; Exhibit D: May 13, 2020 letter to Ms. Gonzales-McLinn, at 1). We were awaiting the court's decision, as I explained to Ms. Gonzales-McLinn when sending her both proposed judgments on May 13, 2020 (Ex. D at 1). I had litigated her request for a new trial and placed it before the court for decision (Ex. C at 42-43).

I presented the evidence of Mr. Sasko's abuse of Ms. Gonzales-McLinn and used it to challenge premeditation

The clinic asserted that I "never developed a plan to properly litigate [Ms. Gonzales-McLinn's] case," "never developed the evidence," and "never described what happened to her" at the post-conviction hearing (Ex. A at 11, 20-21). Those categorical accusations are also false and cannot be reconciled with the testimony I elicited and the arguments I made.

At the December 17, 2019 evidentiary hearing, I questioned Ms. Gonzales-McLinn at length about Harold Sasko's running debt ledger and the bills he slipped under her door, his control of her wages, his sexual coercion and financial threats, the surgeries he demanded, and her isolation and inability to see a way out (Exhibit F: December 17, 2019 hearing transcript, at 238-50). It was emotional and heart-wrenching. I asked, "Did he ever force you to have sex?" and she answered, "Yes" (Ex. F at 249). I asked whether she felt she was "ever actually consenting to sex with him," and she answered, "No" (Ex. F at 249). The clinic told you I failed to describe her abuse even though I elicited that testimony from Ms. Gonzales-McLinn herself.

The authors also asserted that I "never pivoted" to using the abuse evidence to challenge premeditation (Ex. A at 14). That is untrue. At the December 16 hearing, I expressly argued that the evidence could "negate premeditation" and support a conviction for second-degree murder (Exhibit G: December 16, 2019 hearing transcript, at 80). In my proposed judgment, I addressed the State's specific evidence of preparation, including killing animals and researching

wilderness areas, and explained how Ms. Gonzales-McLinn's account of Mr. Sasko's survival training that I had elicited as part of the abuse evidence challenged the State's interpretation (Ex. C at 36). I argued that the fuller account would allow the jury to consider a lesser offense (Ex. C at 36). I made the argument both orally and in writing. The clinic omitted both presentations before telling you I never made it.

On page 14 of the memorandum, when discussing the proposed testimony of Dr. Marilyn Hutchinson, the clinic quotes the court as asking, "How does an unconscious man pose imminent danger?" and says I "had no answer" (Ex. A at 14). That alleged quote from the court is fabricated out of whole cloth. Those words do not appear in any of the three hearing transcripts. In the actual exchange, the court asked, "What will Dr. Hutchinson say about how Mr. Sasko constituted an imminent danger to Ms. Gonzales-McLinn?" (Ex. G at 36).

The court did question and push back on my initial description of the subjective and objective components of self-defense (Ex. G at 36-40). But I then argued that the evidence satisfied the objective component because a reasonable person in Ms. Gonzales-McLinn's circumstances would have perceived the need for deadly force (Ex. G at 40). The clinic may disagree with that answer. But its authors still must acknowledge that I gave it and that I separately argued the abuse evidence could negate premeditation (Ex. G at 40, 80). Criticism of my initial formulation of self-defense does not justify erasing the answer I gave, the evidence I presented, or the alternative argument I made, to fit their preferred narrative.

The clinic dismissed Dr. Hutchinson as unequipped to explain Mr. Sasko's control because she had testified about dissociative identity disorder at trial (Ex. A at 14). At the post-conviction hearing, I elicited her testimony about the sexual, emotional, and financial abuse and its effect on Ms. Gonzales-McLinn (Ex. F at 39-50). I specifically asked whether she could have explained those circumstances at trial had Mr. Cornwell asked her to do so, and she answered that she could have (Ex. F at 49-50). Through that testimony, I showed what trial counsel could have presented and failed to present. The clinic cannot fairly assess my use of Dr. Hutchinson while omitting the testimony she actually gave.

The authors' sweeping accusations that I failed to investigate viable claims, consult appropriate experts, or identify witnesses depend on the same incomplete account (Ex. A at 4). I examined six witnesses at the December 17 hearing: Ms. Gonzales-McLinn, Dr. Hutchinson, Mr. Cornwell, District Attorney Charles Branson, her father Robert McLinn, and Carmen D. Tucker Bakarich (Ex. F at 2). If the clinic believes I should have retained a different expert, called an additional witness, or introduced another document, it should identify the omission and explain what it would have added to the evidence the court heard. A preference for

a different presentation cannot justify telling you I never developed the evidence or explained the abuse.

The criticism about juror contact disregards the limits on admissible evidence

The clinic faults me for failing to interview jurors and relies on the jury foreman's retrospective assessment of whether the abuse evidence would have changed the verdict (Ex. A at 4, 20). But Kansas law bars evidence about a juror's mental processes when a court examines the validity of a verdict. K.S.A. § 60-441. In *Ingram v. State*, the Supreme Court of Kansas applied that rule in a § 60-1507 proceeding and rejected juror testimony about the reasoning behind the verdict. 204 Kan. 836, 837-38, 465 P.2d 925 (1970).

Rather, in Ms. Gonzales-McLinn's § 60-1507 proceeding, the court had to decide whether there was a reasonable probability of a different verdict had the jury heard the omitted evidence. *See United States v. Nwoye*, 824 F.3d 1129, 1139-40 (D.C. Cir. 2016) (Kavanaugh, J.). A juror's later opinion about how he might have voted would not have answered that question with admissible evidence. The clinic offered the juror's retrospective assessment to support clemency. But that assessment would not have been admissible evidence in court, and my not obtaining it was not professional neglect.

The settlement opportunity arose after we had submitted the case for decision

The change in district attorney months after the record was closed and the parties were awaiting the court's decision created an extraordinary and unexpected opportunity. Beginning in early 2021, Ms. Valdez expressed interest in resolving the case, and we explored several possibilities, including an on-grid sentence. I sought a better result than the offer her office ultimately made, including a sentence based on second-degree murder and additional theft counts that would avoid a possible lifetime in prison (Ex. E at 3). The clinic itself describes those efforts before accusing me of abandoning the case for an easy resolution (Ex. A at 5-8).

The authors attributed my lack of bargaining leverage to a failure to develop the evidence (Ex. A at 21). As I explained to Ms. Gonzales-McLinn's family on February 28, 2021, this was not the reason for a lack of leverage. Rather, we had presented the evidence and were awaiting judgment. If the State declined to settle, Ms. Gonzales-McLinn could pursue her pending claims through judgment and appeal, which she might or might not win, but she could not somehow insist on an immediate new trial (Ex. E at 1). The clinic transformed that procedural limitation

into an accusation of neglect while omitting the testimony I elicited and the premeditation argument I presented (Ex. F at 238-50; Ex. G at 80; Ex. C at 36).

When Ms. Valdez's offer arrived on Friday, February 26, I forwarded it to Ms. Gonzales-McLinn's mother and explained that I needed to discuss it with Ms. Gonzales-McLinn on Monday (Ex. E at 2). In their offer, the prosecution referred to a March 4 status update for the court but did not set any deadline for its acceptance (Ex. E at 2-3). I described the proposed sentence to her mother as the "final offer," while explaining that I still hoped to obtain the State's agreement not to oppose parole after 25 years and its support for a future commutation (Ex. E at 1-2). I also hoped to obtain further concessions and continued pursuing them in correspondence with Deputy District Attorney David D. Melton (Exhibit H: March 2, 2021 e-mails with Mr. Melton, at 2; Exhibit J: April 1, 2021 billing statement, at 1-3).

I continued advising Ms. Gonzales-McLinn directly and left the decision to her

I ordinarily communicated with Ms. Gonzales-McLinn by telephone and mail, with family members helping relay information and arrange contact. The clinic omits that she had free access to the telephone, frequently called me collect on a privatized line, and could reach me directly whenever I was available. Her father was my principal family contact, and I also communicated with her mother. Forwarding the offer through her family was the quickest way to get it to her that Friday. It did not replace my own advice to her.

Before my planned discussion with Ms. Gonzales-McLinn, her mother took the offer to the press without telling me and despite my prior instructions against press contact, as I explained to the prosecution on March 2 (Ex. H at 1). I had to address the resulting article with the prosecution and the court (Ex. H at 1-2; Ex. J at 1). The prosecution made clear to me that this had made further negotiation over the sentence unavailable, and they imposed a March 5 deadline for accepting the offer (Ex. H at 1-2).

Because of what Ms. Gonzales-McLinn's mother had done, I stopped discussing the case with her and continued advising Ms. Gonzales-McLinn directly. When her mother sent questions on March 3, I expressly said I would discuss them with Ms. Gonzales-McLinn the next day (Exhibit I: March 3, 2021 e-mails with Ms. Gonzales about her questions, at 1). I did so, and I recorded that consultation in my March 4 billing entry (Ex. J at 1). The clinic's suggestion that ending those discussions with her mother cut off Ms. Gonzales-McLinn's access to me disregards our direct communications, all of which I provided the clinic and are addressed here (Ex. A at 9-10; Ex. J at 1-3).

The clinic also described a brief prison meeting on March 3 at which I supposedly told Ms. Gonzales-McLinn she had no other option (Ex. A at 9). I did not meet with her in person that day. Instead, I had multiple telephone conferences with her that day about the negotiations, the offer, and her prospective acceptance, as I recorded in my contemporaneous billing entry (Ex. J at 1).

At no time did I ever tell Ms. Gonzales-McLinn that she had no other option. To the contrary, while I explained the benefit of eliminating 25 years of mandatory imprisonment before parole eligibility, the absence of any guarantee of release, and the consequence of abandoning the remaining claims through which we sought a new trial – that she likely would give up those pending claims forever in court, I told her that she was free to reject the offer and continue on with the existing § 60-1507 case. I also made clear that I remained willing to pursue the pending claims and had faith in their strength. But I also explained the uncertainties of continuing the case. Like other lawyers who handle post-conviction proceedings, I have lost claims I believed were strong, and I let her know that. While there was a possibility of a new trial if our post-conviction claims succeeded, there was also a possibility that they would not succeed, and she would not be eligible for parole for 50 years, when she would be elderly. But I left the choice entirely to Ms. Gonzales-McLinn. I did not pressure her to accept the offer or withhold its consequences from her.

After Ms. Gonzales-McLinn's mother went to the press, the prosecution did set March 5 as the deadline for accepting the offer (Ex. H at 1-2), and Ms. Gonzales-McLinn accepted it on March 3 (Exhibit Q: March 3, 2021 e-mails communicating and acknowledging acceptance, at 1-2). What the clinic omits, though, is that she remained free to change her mind even after that, and even after she signed the agreement on May 4, rather than in March as the clinic reported (Exhibit M: Executed Settlement Agreement, at 7; Ex. A at 4). Indeed, she could withdraw her consent at any time up to the moment the court accepted the settlement on May 25, 2021 (Ex. N at 1; Exhibit R: Resentencing Journal Entry filed June 4, 2021, at 1). Throughout our discussions as we negotiated the written terms of the agreement, I kept telling her that she could change her mind and that, if she did, we would go on with her pending post-conviction case. I remained prepared to pursue her claims through judgment and, if necessary, appeal. Had she told me at any point, even at the May 25 hearing itself, that she had changed her mind, I would have told the court she no longer consented to the settlement and asked it to rule on her pending claims.

The clinic asserted that I limited contact with Ms. Gonzales-McLinn after March 3 (Ex. A at 10). That, too, is demonstrably false. I continued consulting with her throughout the months after she accepted the agreement. In March alone, I recorded consultations with her on ten dates, including March 11 about the agreement and March 25 about the prosecution's changes (Ex. J at 1-3). On March

11, I told the prosecutors I had reviewed the motion and agreement with her "in detail," that she agreed, and that I had authority to propose them (Exhibit K: March 11, 2021 e-mail to the prosecutors, at 1). On March 25, I confirmed her approval of their changes (Exhibit L: March 25, 2021 e-mail to the prosecutors, at 1). The clinic authors claimed that the press article Ms. Gonzales-McLinn's mother initiated destroyed my relationship with the district attorney's office, but it omitted our continued collaboration on those terms and Ms. Valdez's appearance with me at the May 25 hearing (Ex. A at 9; Ex. K at 1; Ex. L at 1; Ex. N at 1). Indeed, there was no Kansas case law about settling a post-conviction case, so the prosecution and I had to work together to compile a brief on the issue for the court.

The clinic misdated the agreement and misattributed Ms. Gonzales-McLinn's mother's questions

The clinic told you that Ms. Gonzales-McLinn signed the settlement agreement in March and sent me eight questions "[t]hat same night" (Ex. A at 4). It was her mother who sent the questions on March 3 and expressly said she had questions **of her own** that Ms. Gonzales-McLinn had agreed to her asking (Ex. I at 1-2). I told her mother I would discuss them with Ms. Gonzales-McLinn the next day, and I did (Ex. I at 1; Ex. J at 1). Ms. Gonzales-McLinn signed the agreement before a notary on May 4, not in March as the clinic suggested (Ex. M at 7). The authors used her mother's e-mail to tell you what Ms. Gonzales-McLinn understood on the night she signed. Her mother wrote it two months earlier. Both the attribution and the chronology are wrong.

Under paragraph 4 of the agreement, withdrawal of Ms. Gonzales-McLinn's remaining claims depended on the court approving the settlement and immediately resentencing her; if the court declined, the parties would return to their positions in the pending proceeding (Ex. M at 5). The court resentenced her on May 25, accepting the agreement and the plea after a colloquy with her (Ex. R at 1). In its July 21 journal entry in the post-conviction case, which the clinic omitted, the court found that she entered the agreement "knowingly, voluntarily, and intelligently," granted relief on her first claim, and vacated her hard 50 sentence, reducing the minimum imprisonment before parole eligibility from 50 years to 25 (Ex. N at 1, 5). The clinic declared her decision uninformed without fairly addressing my continuing consultations, the actual signing date, or the court's contrary finding (Ex. A at 4-5, 10-11).

I insisted on preserving Ms. Gonzales-McLinn's right to challenge my own effectiveness

At the same time, I did not negotiate protection for myself. To the contrary, when the prosecution proposed a waiver of all future habeas or § 60-1507 claims, I

insisted on exceptions for ineffective assistance by me, prosecutorial misconduct, newly discovered evidence, and retroactive changes in law (Exhibit O: March 8, 2021 e-mails with Mr. Melton about exceptions to the waiver, at 1-2). The prosecution agreed, and we included those exceptions in paragraph 6 of the agreement (Ex. O at 1; Ex. M at 6). My insistence on preserving her ability to challenge my own conduct directly contradicts the suggestion that I somehow arranged the settlement to shield myself from scrutiny.

Kansas allows claims of ineffective assistance of post-conviction counsel, and the defendant has one year from the date of the end of the post-conviction case to file such a claim. *See Rowell v. State*, 60 Kan. App. 2d 235, 241, 490 P.3d 78 (2021). Had anyone presented the clinic's accusations against me to a court, I would have been prepared to testify about my advice and have my account tested against the contemporaneous documents. Instead, Ms. Gonzales-McLinn did not file such a claim, the clinic unilaterally told you I was "constitutionally ineffective" without giving me an opportunity to answer, and it supported that accusation with the omissions and falsehoods described here (Ex. A at 4). The authors did so while disregarding the very exception I insisted on preserving for Ms. Gonzales-McLinn's protection (Ex. O at 1-2; Ex. M at 6).

The financial allegations are false

The clinic speculated that the family's limited resources gave me a reason to bring the case to an easy end, asserted that I accepted $3,000 monthly for nearly two years, and told you that paying me more was impossible by May 2021 (Ex. A at 5). Ms. Gonzales-McLinn's family did not pay me $3,000 a month for nearly two years (Exhibit P: IOLTA register for Ms. Gonzales-McLinn's case, at 1). Rather, her father and I had a standard depletion-and-deposit trust account arrangement. Over the entire representation, he made only three deposits of $3,000 (Ex. P at 1). In fact, while we were completing the settlement, he deposited $6,600 on April 12, 2021, and another $500 on May 12, 2021 (Ex. P at 1).

I knew the family had limited resources and sought to avoid unnecessary expense. On February 26, I told the prosecution that I needed a concrete offer before spending the family's money preparing a procedural motion to implement a settlement, which as noted above was an uncertain procedure in Kansas that required a great deal of work to research and put before the court (Ex. E at 3). But that effort to avoid needless work never caused me to recommend settlement or condition continued representation on accepting it. At no time did payment, or the prospect of nonpayment, influence my willingness to pursue the pending claims through judgment and appeal. I was prepared to continue if Ms. Gonzales-McLinn rejected the offer, exactly as I told her and expressly wrote to her mother in the language the clinic deleted (Ex. E at 1).

The clinic's accusations deserve no weight and should not impede clemency

On page 6 of the memorandum, the clinic placed me in a succession of men who exploited Ms. Gonzales-McLinn, beginning with Mr. Sasko, and accused me of controlling her by withholding information (Ex. A at 6). That is an outrageous accusation of professional betrayal. I presented her testimony about the abuse, argued for relief from her conviction, explained her choices, and preserved her ability to challenge my own conduct (Ex. F at 238-50; Ex. C at 34-36, 42-43; Ex. E at 1; Ex. J at 1-3; Ex. K at 1; Ex. L at 1; Ex. O at 1-2). There is no sound basis for the clinic's comparison.

On November 4, 2026, I asked Mr. Bender and Washburn to correct the altered quotation and false factual assertions, withdraw the accusations built on them, and send a corrected memorandum and dated correction notice to your office and every other recipient (Ex. S at 8). I gave him until noon on November 9 to do so, allowing five days to review the supporting documents and prepare corrections (Ex. S at 8). He has not done so.

In his November 9 response, Mr. Bender described the memorandum as advocacy and student work intended to persuade your office not to defer to the settlement and plea agreement (Exhibit T: November 9, 2026 e-mail from Mr. Bender). He did not address the altered quotation or substantively answer the false assertions about the relief I sought, the evidence I presented, or the advice I gave (Ex. T). As to the financial accusations, he said the clinic relied on Ms. Gonzales-McLinn's and her mother's recollections and the engagement agreement (Ex. T). He could have requested my billing statements and trust ledger before making those accusations. He did not. Advocacy and student participation do not excuse altering a quotation or misstating facts about another attorney's representation. I enclose his response so your office can evaluate his explanation alongside the contemporaneous evidence.

Please keep this response with the clinic's memorandum and give no weight to its false account of my representation. My support for Ms. Gonzales-McLinn's clemency does not depend on the clinic's response. I want her application to succeed. I believe her testimony about the horrific abuse she endured, and I urge you to commute her sentence without delaying consideration of her application because of the clinic's misconduct here.

Sincerely yours,



Jonathan Sternberg

Enclosures: Exhibits A-T

cc: Kansas Prisoner Review Board
714 SW Jackson, Suite 300
Topeka, Kansas 66603

Via U.S. mail and e-mail to KDOC_PRB_Public_Comment@ks.gov